

Borough of Bradley Beach

Monmouth County

2025 PROFESSIONAL SERVICES

Receipt Date – December 4, 2024

Time – 11:00 AM

PUBLIC NOTICE
Borough of Bradley Beach
NOTICE OF SOLICITATION OF PROPOSALS FOR PROFESSIONAL SERVICES

PLEASE TAKE NOTICE that Borough of Bradley Beach is accepting proposals for the provisions of the following professional services to the Borough of Bradley Beach during year 2025

Borough Auditor
Borough Attorney
Borough Bond Attorney
Borough Labor Attorney
OPRA Attorney
Borough Tax Appeal Attorney
Public Defender
Alternate Public Defender
Prosecutor
Assistant Prosecutor
Special Counsel for Conflicts
Fair Share Housing Attorney
Financial Advisor
Borough Engineer
Coastal Engineer
Special Engineering Consulting Pod
Borough Planner
Insurance Risk Management Consultant
IT Consultant

Copies of the Request for Proposal documents may be obtained on the Borough's Website www.bradleybeachnj.gov. or in person at 701 Main Street, Bradley Beach, NJ 07720. **Completed Proposals must be clearly marked with the professional service you are responding to and submitted by mail or hand delivery to the office of the Municipal Clerk, 701 Main Street, Bradley Beach, NJ 07720 no later than 11:00 a.m. on Wednesday, December 4, 2024. Proposals will not be accepted via facsimile or email.**

Proposals are being solicited to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

CHECK LIST OF REQUIRED DOCUMENTS

The following items are required submissions in this proposal package:

	✓	Initials
Affirmative Action Requirements	✓	_____
Americans With Disabilities Act	✓	_____
Applicant and Sub-Applicant Business Registration Certificate	✓	_____
Corporate Disclosure Statement	✓	_____
Qualification Proposal Form	✓	_____
Acknowledgement of Addenda (as applicable)	✓	_____
Affidavit of Non-Collusion	✓	_____
Professional Appointment Certification	✓	_____
Dispute Resolution Acknowledgement	✓	_____
Checklist of Required Documents, signed below	✓	_____
Prohibited Iran Investment Activities	✓	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. *THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL PACKAGE.*

COMPANY / APPLICANT'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE

PROPOSAL

2025 PROFESSIONAL SERVICES

Date: _____

Company Name: _____

Address: _____

Address: _____

Proposals are being solicited for the following Professionals:

- Borough Auditor
- Borough Attorney
- Borough Bond Attorney
- Borough Labor Attorney
- OPRA Attorney
- Borough Tax Appeal Attorney
- Public Defender
- Alternate Public Defender
- Prosecutor
- Assistant Prosecutor
- Special Counsel for Conflicts
- Fair Share Housing Attorney
- Financial Advisor
- Borough Engineer
- Coastal Engineer
- Special Engineering Consulting Pod
- Borough Planner
- Insurance Risk Management Consultant
- IT Consultant

PROPOSAL (Continued)

2025 PROFESSIONAL SERVICES

The undersigned declares that he/she has carefully examined and fully understands the Information for Applicants, Specifications and other documents herein referred to and agrees to furnish and deliver all materials and to perform all work in accordance with the contract documents for the 2025 Professional Services.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

Witness or Attest:

E-Mail Address

Signature

Print Name
(If Corporation, affix Corporate Seal)

GENERAL INFORMATION FOR APPLICANTS

I. SUBMISSION OF QUALIFICATIONS

- A. Borough of Bradley Beach, Monmouth County, New Jersey (hereinafter referred to as “Borough”) invites sealed proposals pursuant to the Notice to Applicants.
- B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Applicants, and at such time and place will be publicly opened and read aloud.
- C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the Borough, (2) bearing the name and address of the applicant written on the face of the envelope, and (3) clearly marked “PROPOSAL” with the contract title.
- D. It is the applicant’s responsibility to see that proposals are presented to the Borough at the hour and at the place designated. Proposals may be hand delivered or mailed; however, Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.
- E. Sealed proposals forwarded to Borough before the time of Receipt of proposals may be withdrawn upon written application of the applicant who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or Borough may reject irregularities of any kind. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.
- G. Each proposal form must give the full business address of the applicant and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

II. INTERPRETATION AND ADDENDA

- A. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by the Borough. The applicant accepts the obligation to become familiar with these requirements.
- B. Applicants are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the appropriate official. In the event the applicant fails to notify the Borough of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Borough's representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the Receipt of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the applicant in the proposal. The Borough's interpretations or corrections thereof shall be final.

III. PREPARATION OF PROPOSALS

A. The Borough is exempt from any local, state or federal sales, use or excise tax.

IV. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127).

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the proposals and services is prohibited. The successful applicant is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful applicant is obligated to comply with the Act and to hold the Borough harmless.

C. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

D. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

E. New Jersey Business Registration Requirements

Non-Construction Contracts – The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c134 (C.52:32-44 et al) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Failure to submit this shall be cause for rejection of the proposal.

V. METHODS OF AWARD

- A. All contracts shall be for 12 consecutive months or less.
- B. may award the work based on the terms stated in Exhibit A.
- C. The successful applicant will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Borough.
- E. This contract will be awarded pursuant to a fair and open process as prescribed in NJSA 19:44A-20.4 (P.L. 2005, c. 51).

VI. TERMINATION OF CONTRACT

- A. If, through any cause, the successful applicant shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the Borough shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Borough for damages sustained by the Borough by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the

contractor for the purpose of compensation until such time as the exact amount of the damage due the Borough from the contractor is determined.

- C. The contractor agrees to indemnify and hold the Borough harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Borough under this provision.
- D. In case of default by the successful applicant, the Borough may procure the articles or services from other sources and hold the successful applicant responsible for any excess cost occasioned thereby.

EXHIBIT A

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES - 2025

1. The Borough is soliciting proposals for the provision of professional services to THE Borough for the calendar year 2025. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.

All sealed proposals shall be submitted to:

Michele Whille, Deputy Clerk

2. 701 Main Street

Bradley Beach NJ 07730

by December 4, 2024 – 11:00 AM. **Three (3) copies of the proposal shall be submitted, one being an original along with an entire proposal on a thumb drive.**

3. All proposals shall include, at a minimum: the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; and a **proposal for compensation or a schedule of fees to be charged for such professional services.**
4. All proposals will be evaluated by the Borough Administrator and the Governing Body.
5. Proposals will be evaluated by the Borough on the basis that the proposals are deemed to be most advantageous, price and other factors considered. The evaluation will consider:
 - a. Experience and reputation in the field;
 - b. Knowledge and experience with municipal government;
 - c. Knowledge of the subject matter to be addressed under the contract;
 - d. Availability to accommodate any required meetings of the agency;
 - e. Support staff availability;
 - f. Compensation proposal;
 - g. Other factors, if determined to be in the best interest of the Borough and its agencies.

6. A point system for evaluating the proposals will be used as follows:

<u>Factors</u>	<u>Points</u>
a) Proven record of experience including references, in providing the type of services requested	25
b) Understanding of the qualitative nature of services provided	20
c) Personnel qualifications (i.e. resume of key personnel who will be responsible for work).	15
d) Location of professionals office	5
e) Availability of personnel and ability to provide services in a timely manner.	10
f) Estimated Cost of services (i.e. price proposal)	<u>25</u>
TOTAL	100

7. A description of the professional services required by the Borough and its agencies is as follows:

Attorney – the Borough Attorney shall be a licensed attorney at law of New Jersey. They shall provide legal counsel to the Borough Administrator and other officials on a wide variety of issues that are typical of a local government agency.

Auditor - . the Borough Auditor shall make the annual audit of the Borough financial records and capital accounts for the year ending December 31, 2024 and serve as the Borough Auditor for the calendar year 2025 and perform the duties prescribed by law all in accordance with generally accepted auditing standards and the laws and regulations of the State of New Jersey regarding same. the Borough Auditor shall perform such duties and render such services as may from time to time be requested by the Borough Administrator and the Chief Finance Officer and/or the Borough Clerk.

Engineer- the Engineer shall be a New Jersey licensed professional engineer. When directed, the firm shall provide services necessary to review and make recommendations concerning various needs. When directed, the firm shall provide assistance with normal “public works projects” such as minor construction, and the like in addition to services necessary to observe, assess conformity to statutory or other ordinances. When requested, the Engineer shall provide

technical advice to other the Borough members, officials and agents concerning their review of such documents. Attendance of meetings may be required. Must show experience in the title applying for.

FORMS REQUIRING SIGNATURES

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____

2. The name of the within applicant is _____

3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that Borough of Bradley Beach , Monmouth County, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of

_____, 2024

Signature of Applicant

Print Name

Signature of Notary

Print Name

AFFIRMATIVE ACTION CERTIFICATION

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

3. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all applicants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES_____ NO_____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES_____ NO_____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

Applicant's Name

Title

Authorized Signature

Telephone

Print Name

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation or sex. Such action 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 for the 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, affection or sexual orientation or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable 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 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, affection or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO
PROPOSAL DOCUMENTS FORM**

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addenda has been issued, please write "N/A" above and complete the form below

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the Borough do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 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 Borough pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all changes 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 Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

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

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

COMPANY / BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE

NAME (PRINT) TITLE

DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
2. Prior to litigation, the Borough and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
3. Nothing herein shall be construed to prevent the Borough and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

Borough
CERTIFICATE BY PROFESSIONAL UNDER CONSIDERATION FOR APPOINTMENT

_____, of full age, certify and say:

1. I am employed by, or am a member of, the firm, _____, (“Firm”).
2. I am sufficiently familiar with the Firm’s business and transactions, or have made inquiry of the Firm sufficient to allow me to execute this Certification for the purposes stated herein.
3. I hereby certify that I am eligible to be awarded a Contract for professional services to the Borough.
4. I hereby certify that the foregoing statements made by me are true. I am aware that the Borough will rely upon this Certification in the event a Contract for professional services is awarded to me. I am further aware that if any of the statements made by me are willfully false, I am subject to punishment, and in addition thereto, any Contract for professional services which may have been awarded may be terminated and/or declared null and void.

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR TRADITIONAL CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8

 (name of firm)

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of firm) have not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2, 2025 as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all Owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ___ day of _____, 2024. My Commission expires: _____	_____ (Affiant) _____ (Print name & title) (Corporate Seal)
-------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF BRADLEY BEACH

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the TOWNSHIP or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any Committee during the one-year period immediately preceding the effective date of this act.~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)19:44A-3 Definitions. In pertinent part...

p. The term "political party Committee" means the State Committee of a political party, as organized pursuant to R.S.19:5-4, any county Committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal Committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate Committee" means a Committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates Committee" means a Committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

Meredith DeMarco, Acting Business Administrator
Borough of Bradley Beach
701 Main Street
Bradley Beach, NJ 0770

Dear Ms. DeMarco.

The undersigned has/have reviewed the Qualification Statement submitted in response to the Request for Proposals (RFP) issued by Borough of Bradley Beach ("Borough"), dated (month, date, year) in connection with the Borough's need to appoint, various professional services consultants.

I/We affirm that the contents of the Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of my/our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature-Chief Executive Officer) _____

Typed Name and Title

Typed Name and Title

Typed Name of Firm*

Typed Name of Firm*

Dated: _____

Dated: _____

Each member of a joint venture, partnership or other formal organization shall execute this Letter of Qualification or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Qualification on its behalf.

APPENDIX B LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

Meredith DeMarco, Acting Business Administrator
Borough of Bradley Beach
710 Main Street
Bradley Beach, NJ 07720

Dear Ms. DeMarco:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposals (RFP), issued by the Borough, dated (**month date, year**), in connection with the Township's need for Professional Consulting Services for the year 2025.

(Name of

Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (**Name of Respondent**) agrees (agree) to participate in good faith in the procurement process as described in the RFP.
3. (**Name of Respondent**) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent.
4. (**Name of Respondent**) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Borough . (**Name of Respondent**) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. (**Name of Respondent**) acknowledges and agrees that the Township may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Borough shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
6. (**Name of Respondent**) acknowledges that any contract executed with respect to the provision of all positions included in this RFP must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws. Respondent, if awarded a contract, will submit evidence of appropriate affirmative action compliance by providing either a 1) Letter of Federal Approval, or a 2) Certificate of Employee Information Report, or a 3) copy of a completed Initial Employee Report, Form AA-302.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)*

Dated: _____

Each Member of a joint venture, partnership or other formal organization shall execute this Letter of Intent or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Intent on its behalf.

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/purLibraryse/pdf/Librarypter25List.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 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 Contracting Unit to notify the 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

**Full Name
(Print)**

Title

Signature

Date

APPENDIX A

SCOPE OF SERVICES



BOROUGH AUDITOR:

The Borough seeks Proposals from Respondents that have expertise in the provision of **Borough Auditor**. Respondents must be able to demonstrate that they have and will continue to have the capabilities to perform the Services.

Scope of Service:

The Borough shall expect the successful Respondent to provide auditor services as follows:

- Audit of the Borough accounts and records for dates January 1, 2025 through December 31, 2025, including: financial statements: current fund, trust funds (all), general capital, and fixed assets.
- Audit fieldwork should commence at a mutually agreed upon date as early as possible.
- A list of required schedules shall be provided at least two weeks prior to the commencement of field work, including confirmation letters to be prepared and where possible audit transaction selections should be made in advance for the data to be gathered.
- Preliminary findings, internal control observations and adjustments should be discussed prior to the end of fieldwork.
- Perform tests of internal controls and compliance with statutory requirements.
- Preparation of the audited statutory financial statements;
- Review of annual budget;
- Provide as needed accounting guidance throughout the year and advise on legislative changes which may require record changes during the year;
- Meet with the Administration as needed and requested;
- Attend meetings of the Borough Council when requested and all other meetings that the Borough may require;
- Provide financial and budgetary advice to the Borough as needed or requested.

Contract Term:

The term of the contract between the Borough and the successful Respondent will be one (1) year. The Borough anticipates awarding a contract for the Services at its first regular Council Meeting in January. The Borough shall reserve the right to terminate the contract without cause on 15 days' notice.

Service Fee: Respondent shall provide a quote for services for the year.

ENGINEERING SERVICES:

The Borough seeks Proposals from Respondents that have expertise in the provision of Engineering Services:

1. Borough Engineer

Respondents must note in their responses which of the Services they are interested in providing. Respondents also must be able to demonstrate that they have and will continue to have the capabilities to perform the Services.

Respondents to this RFP shall be able to demonstrate that they have and will continue to have the capabilities to perform the Services.

Scope of service:

The Borough shall expect the successful Respondents to:

- a. Perform Engineering Services as requested by the Borough, Landuse Combined Board.
- b. Attend all other meetings that the Borough or the Boards shall require.
- c. Provide all services usual and customary to engineers.

Note: All engineers who will be performing services for the Borough must be licensed by the State of New Jersey.

Contract Term:

The term of the contract between the Borough and the successful Respondent will be for one (1) year. The Borough anticipates awarding a contract for the Services at its first regular Council Meeting in January. The Borough and Boards will reserve the right to terminate a contract without cause on 15 days' notice.

Service Fee:

Respondent shall provide a quote for services for the year.

LEGAL SERVICES:

The Borough seeks Proposals from Respondents that have expertise in the provision of Legal Services. The Borough intends to qualify several attorneys and law firms for the provision of Services for the following:

Borough Attorney
Borough Bond Attorney
Borough Labor Attorney
OPRA Attorney
Borough Tax Appeal Attorney
Fair Share Housing Attorney

Respondents must state in their responses the Services they are interested in providing. Respondents also must be able to demonstrate that they have and will continue to have the capabilities to perform the Services.

The Borough shall expect the successful Respondents to:

- a. Perform the legal services requested by the Borough.
- b. Attend meetings of the Borough as requested.
- c. Attend all other meetings that the Borough shall require;
- d. Prepare legal opinions and legal memoranda when requested;
- e. Provide legal advice and review to the Borough as needed.

Note: All attorneys who will be performing legal services for the Borough must be licensed to practice law in the State of New Jersey. Attorneys are reminded that conflicts may arise in connection with their private practice and their services for the Borough and are advised to familiarize themselves with the *Supreme Court Advisory Committee on Professional Ethics Opinion No. 697, 188 N.J. 549 (2006)*, which discusses conflicts of interest and application of R.P.C. 1.8(k).

Contract Term:

The term of the contract between the Borough and the successful Respondents will be for one (1) year. The Borough anticipates awarding contracts for the Services at its first regular Council Meeting in January. The Borough shall reserve the right to terminate a contract without cause on 15 days' notice.

Service Fee:

Respondent shall provide a quote for services for the year.

Contract Term:

The term of the contract between the Borough and the successful Respondent will be for one (1) year. The Borough anticipates awarding contracts for the Services at its first regular Council Meeting in January.

Service Fee:

Respondent shall provide a quote for services for the year