



**BOROUGH OF
BRADLEY BEACH**

**COUNTY OF
MONMOUTH**

STATE OF NEW JERSEY

**CC# 25-01
CONCESSION LICENSE AT OCEANFRONT LOCATION
WITHIN THE BOROUGH OF BRADLEY BEACH**

***FAIR & OPEN PUBLIC SOLICITATION PROCESS PURSUANT
TO N.J.S.A. 19:44A-20.4 ET SEQ.***

**PUBLIC OPENING OF SUBMISSIONS: June 3, 2025, at 10:30A.M.
www.bidnetdirect.com//boroughofbradleybeach**

**Mayor & Council
Mayor Al Gubitosi
Jane DeNoble, Council President
Shana Greenblatt
Paul Nowicki
John Weber
Erica Kostyz, Municipal Clerk
Matthew Doherty, Borough Administrator**

Legal Notice

Notice is hereby given by the Borough of Bradley Beach that a concession Bid request in accord with N.J.S.A. 40A:11-1 et. Seq. will be received by the Borough on **June 3, 2025, at 10:30A.M.** prevailing time publicly broadcast and recorded on zoom and conducted on electronic platform, in accord with N.J.A.C. 5:34-1 et. Seq., on BIDNET at www.bidnetdirect.com//boroughofbradleybeach

CC# #25-01 CONCESSION LICENSE AT OCEANFRONT LOCATION WITHIN THE BOROUGH OF BRADLEY BEACH

NOTE:

It is the bidder's responsibility to ensure that the bid package is uploaded to the e-procurement site by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

NO PHYSICAL OR EMAILED BIDS WILL BE ACCEPTED

For information on attending the publicly broadcast opening contact the Qualified Purchasing Agent at scanning@TheCanningGroup.org.

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et. Seq.,

The Mayor and Council have determined that certain areas on the oceanfront are not needed for public use and are not otherwise dedicated or restricted pursuant to law.

The Mayor and Council of the Borough of Bradley Beach have authorized and directed the Borough Clerk to advertise for bids to award a Concession License upon certain Borough property, as described hereinbelow, pursuant to N.J.S.A. 40A:11-4.1, upon the following conditions:

Use of certain property located at the Oceanfront and Newark Avenue as a beachfront concession, including the deck area immediately adjacent thereto, and the adjoining grass area for the placement of tables and chairs as approved by the Borough (the "Concession Premises). This Concession License includes only use of the Concession Premises and available utilities, and does not include the Borough's provision of any trailer, structure or mobile concession unit. Concessionaire shall provide its own mobile concession unit or other approved concession facility. The Concession Premises and the proposed Concession License Agreement may be inspected by appointment with the Borough Administrator whose phone number is 732-776-2999 Ext 1012.

Each proposal is subject to the following requirements, together with all terms and conditions of the Borough's Concession License Agreement for the above-described concession:

1. The Concession License shall be awarded to the highest bidder by open public bidding at www.bidnetdirect.com//boroughofbradleybeach on June 3, 2025. For technical support on uploading bid response please contact bidnetdirect technical support at 1-800-835-4603 option # 2.
2. The term of said lease is from May 15, 2025 to October 15, 2027.
3. The minimum bid that may be accepted by the Borough of Bradley Beach for the first year of the Concession License is \$25,000 per year. No Security Deposit is required. There shall be a 5% increase in the Annual Fee for the second and third years of the Concession License.
4. Prior to the bid on June 3, 2025, all bidders must submit to the Municipal Clerk, prior to bidding, a deposit in the amount of One Thousand Dollars (\$1,000.00) by certified check, bank check or cash. The deposit will be a credit toward the Concession Annual Fees in favor of the successful bidder and returned to any non-successful bidder within thirty (30) days of the award.
5. The balance of the first year's Annual Fee shall be paid by cash or certified check within fourteen (14) days of the execution of Concession License Agreement by Concessionaire and the Borough, and thereafter, all subsequent years' Annual Fees shall be due from Concessionaire on or before January 30th of each applicable year.
6. Within (7) days after adoption of a Resolution by the Borough awarding the Concession License, the Concessionaire must execute the Concession License Agreement on file in the Municipal Clerk's Office located at 701 Main Street, Bradley Beach, NJ and available for review Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. All bidders should inspect the Concession License Agreement and the Concession Premises prior to bidding insofar as the terms of the Concession License Agreement are incorporated herein. All successful bidders must execute the Other Contract and Documents appended to the Concession License Agreement.
7. The successful bidder must provide proof of insurance to the Borough for liability in the amounts of: (a) \$3,000,000.00 for injuries to one person; (b) \$1,000,000.00 for any one accident; (c) \$100,000.00 for property damage; and (d) Workers' Compensation/Disability Insurance with the limits of liability as required by New Jersey law, in order to provide adequate protection for the Borough, its representative employees and others lawfully on the Concession Premises, against all liabilities, damages and accidents. The Concessionaire shall maintain such insurance in force until vacating the Concession Premises. The Concessionaire shall name the Borough as an additional insured under the said policy, and said policy shall provide for at least ten (10) days advance notice to the Borough before cancellation or non-renewal thereof.
8. The Borough reserves the right to reject the highest bid, and to reject any and all bids and waive any minor non-material defects as be in the best interests of the Borough.

Erica Kostyz, RMC, CMR
Municipal Clerk

| Applicable to Bid if marked "X" | DOCUMENTATION REQUIRED OR REVIEWED | Initials | When Due |
|---------------------------------|--|----------|--|
| | Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond) | | With Bid Submission |
| | Consent of Surety (Certificate from Surety company) | | With Bid Submission |
| | Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor) | | At signing of contract |
| | Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project | | Upon Acceptance of Project |
| X | Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) | | With Bid Submission |
| X | Ownership Disclosure Form | | With Bid Submission |
| | Named Subcontractors in Bid for Listed Specialty Trades | | With Bid Submission |
| | Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors | | Prior to Award, but effective at time of bid |
| X | Business Registration Certificate – Bidder and all Sub Contractors | | Prior to Contract Award |
| X | Non-Collusion Affidavit | | With Bid Submission |
| X | Experience and Qualifications | | With Bid Submission |
| X | Insurance and Indemnification Certificate | | Prior to Contract Award |
| X | Disclosure of Investment Activities in Russia/ Belarus Form | | Prior to Contract Award |
| X | Disclosure of Investment Activities in Iran Form | | Prior to Contract Award |
| | Federal debarment Form | | Prior to Contract Award |
| | Prevailing Wage Certification (PL 2021, C301) | | Prior to Contract Award |
| | Equipment Certification | | Prior to Contract Award |
| | EEO/AA Form AA-201 | | After Notice of Award, Prior to Signing Contract |
| X | EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report | | After Notice of Award, Prior to Signing Contract |
| X | Bidder's Checklist | | Prior to Contract Award |

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: _____ Date: _____

Authorized
Representative: _____

Signature: _____

Print Name &
Title: _____

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Use of certain property located at the Oceanfront and Newark Avenue as a beachfront concession, including the deck area immediately adjacent thereto, and the adjoining grass area for the placement of tables and chairs as approved by the Borough (the "Concession Premises). This Concession License includes only use of the Concession Premises and available utilities, and does not include the Borough's provision of any trailer, structure or mobile concession unit. Concessionaire shall provide its own mobile concession unit or other approved concession facility. The Concession Premises and the proposed Concession License Agreement may be inspected by appointment with the Borough Administrator whose phone number is 732-776-2999 Ext 1012.

Each proposal is subject to the following requirements, together with all terms and conditions of the Borough's Concession License Agreement for the above-described concession:

9. The Concession License shall be awarded to the highest bidder by open public bidding at www.bidnetdirect.com//boroughofbradleybeach on June 3, 2025. For technical support on uploading bid response please contact bidnetdirect technical support at 1-800-835-4603 option # 2.
10. The term of said lease is from May 15, 2025 to October 15, 2027.
11. The minimum bid that may be accepted by the Borough of Bradley Beach for the first year of the Concession License is \$25,000 per year. No Security Deposit is required. There shall be a 5% increase in the Annual Fee for the second and third years of the Concession License.
12. Prior to the bid on June 3, 2025, all bidders must submit to the Municipal Clerk, prior to bidding, a deposit in the amount of One Thousand Dollars (\$1,000.00) by certified check, bank check or cash. The deposit will be a credit toward the Concession Annual Fees in favor of the successful bidder and returned to any non-successful bidder within thirty (30) days of the award.
13. The balance of the first year's Annual Fee shall be paid by cash or certified check within fourteen (14) days of the execution of Concession License Agreement by Concessionaire and the Borough, and thereafter, all subsequent years' Annual Fees shall be due from Concessionaire on or before January 30th of each applicable year.
14. Within (7) days after adoption of a Resolution by the Borough awarding the Concession License, the Concessionaire must execute the Concession License Agreement on file in the Municipal Clerk's Office located at 701 Main Street, Bradley Beach, NJ and available for review Monday through Friday between the hours of 9:00 a.m. and 4:00

p.m. All bidders should inspect the Concession License Agreement and the Concession Premises prior to bidding insofar as the terms of the Concession License Agreement are incorporated herein. All successful bidders must execute the Other Contract and Documents appended to the Concession License Agreement.

15. The successful bidder must provide proof of insurance to the Borough for liability in the amounts of: (a) \$3,000,000.00 for injuries to one person; (b) \$1,000,000.00 for any one accident; (c) \$100,000.00 for property damage; and (d) Workers' Compensation/Disability Insurance with the limits of liability as required by New Jersey law, in order to provide adequate protection for the Borough, its representative employees and others lawfully on the Concession Premises, against all liabilities, damages and accidents. The Concessionaire shall maintain such insurance in force until vacating the Concession Premises. The Concessionaire shall name the Borough as an additional insured under the said policy, and said policy shall provide for at least ten (10) days advance notice to the Borough before cancellation or non-renewal thereof.
16. The Borough reserves the right to reject the highest bid, and to reject any and all bids and waive any minor non-material defects as be in the best interests of the Borough.

May 12, 2025
BOROUGH OF BRADLEY BEACH
Erica Kostyz, RMC, CMR
Municipal Clerk

**ALL BID SUBMITTALS AND QUESTIONS SHALL BE
CONDUCTED ONLY THROUGH BIDNET DIRECT**

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EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection- al 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, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. 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 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 this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, 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 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; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be request- ed 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
 - b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
 - c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
 - d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
-

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: __. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Experience & Qualifications Questionnaire

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Borough of Bradley Beach** (“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.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252 |
|---|------------------------------------|--|
| TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT | TRADE NAME: CLIENT REGISTRATION |  <small>Acting Director</small> |
| TAXPAYER IDENTIFICATION#: 970-097-382/500 | SEQUENCE NUMBER: 0107330 | |
| ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611 | ISSUANCE DATE: 07/14/04 | |
| EFFECTIVE DATE: 01/01/01 | | |
| FORM-BRC(02-01) | | |

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | |
|--|---------------------------------------|
|  | |
| Taxpayer Name: | TAX REG TEST ACCOUNT |
| Trade Name: | |
| Address: | 847 ROEBLING AVE TRENTON, NJ 08611 |
| Certificate Number: | 1093907 |
| Date of Issuance: | October 14, 2004 |
| For Office Use Only: | |
| | 20041014112823533 |

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, 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 OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must 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 OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

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

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

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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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 and proposal 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 | Address |
|---------------------------------------|---------|
| | |
| | |
| | |
| | |

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% 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 percent 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 percent 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 | 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: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Borough** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Borough** to notify the **Borough** in writing of any changes to the information contained herein; that 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, permitting the **Borough** to declare any contract(s) resulting from this certification void and unenforceable.

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

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
Borough of Bradley Beach

I certify that I am _____

of the firm of _____

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the **Borough of Bradley Beach** relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

Signature of Representative: _____

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

Print Name of Affiant: _____

Notary Public of _____

My commission expires _____

****This form MUST be completed, notarized and submitted with the bid document****

PAY TO PLAY ADVISORY
Disclosure Requirement
**P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A
– 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at: 1-888-313-
ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is 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 **Borough** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Borough** to notify the **Borough** 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, and 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 **Borough** and that the **Borough** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

| | | | |
|--------------------------|--|--------------|--|
| Full Name (Print) | | Title | |
| Signature | | Date | |



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor¹”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor’s Authorized Representative

Date

Print Name and Title of Vendor’s Authorized Representative

Vendor’s FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (Borough/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

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