



BOROUGH OF BRADLEY BEACH

COUNTY OF MONMOUTH

STATE OF NEW JERSEY

**RFP 25-13
2026 Professionals**

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

**PUBLIC OPENING OF SUBMISSIONS: October 29,
2025, at 12:00P.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**

NOTICE TO PROPOSERS
COMBINED LANDUSE BOARD COUNSEL

The Borough of Bradley Beach, Monmouth County, New Jersey (the “Borough”) is seeking electronically sealed proposals for the services listed for the year 2026.

All proposals will only be received by the Borough on October 29, 2025, at 12:00P.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

RFP 25-13
REQUEST FOR PROPOSALS FOR
2026 PROFESSIONALS

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.

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 Borough of Bradley Beach will award this proposal to the most advantageous firm, price and other factors considered (N.J.S.A. 40A:11-4.1). In accord with the New Jersey Local Publics Contract Law the Borough reserves the right to consider the proposals for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all proposals and also to waive any informality and make such awards or take action in accordance with the New Jersey Local Public Contracts Law. The award of the contract will be through the competitive contracting process.

Date: October 9, 2025

Matthew Doherty
Business Administrator

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: _____

I. GENERAL REQUIREMENTS

Mandatory Affirmative Action Compliance. No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1 *et seq.* An affirmative action compliance notice, along with Exhibit A summarizing the full, required regulatory text are included for the Proposer's acknowledgement and made part of the specifications.

American with Disabilities Act of 1990. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Proposers are required to read the Americans with Disabilities language that is included as Exhibit B of this specification and agree that the provisions of Title II of the Act are made a part of a contract awarded pursuant to this proposal. The Proposer is obligated to comply with the Act and agrees to indemnify and hold the Borough harmless against any actions, suits or claims resulting from the Proposer's violation of the Act.

II. PROPOSAL SUBMISSION – REQUIRED ITEMS

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Proposers adhere to the required response format. The Borough requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Proposer in response to requirements. The Borough is not under any obligation to search for or seek clarification of information that is not contained in the requested format. Where a proposal contains conflicting information, the Borough may determine the proposal to be unresponsive in that area.

The proposal shall be submitted electronically labeled “**Proposal for Independent Financial Advisor Evaluation**” no later than the date indicated in the legal notice and this package. The Borough is not responsible for late uploads. No physical, faxed or emailed submissions will be accepted.

Each proposal submitted must be formatted as described below:

- 1) Title Page
- 2) Table of Contents
- 3) Executive Summary
- 4) Scope of Services
- 5) Qualifications and Experience
- 6) Staffing
- 7) Assumptions
- 8) Timing
- 9) Appendices/Other
- 10) Completed forms

The information requested by the sectional format described above is further defined.

Title Page

The proposal should include a title page which identifies the proposal; the Proposer's Firm and address, name of the Proposer's primary contact(s), and their address, telephone number, fax number and email address.

Table of Contents

The proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

Executive Summary

This section should include a summary of the key points and highlights of the Proposer's response and should include a general description of the Proposer including, but not limited to, identification of how long the Proposer has been in business, location of business, services offered by the Proposer, company organization (including parent company, if applicable), and identification of lead personnel and associated contact information.

Scope

In this section of the proposal, the Proposer should describe what work they believe will be necessary to perform the scope of services set forth in Section I including, but not limited to, their proposed methodologies to reach the conclusions for subsections (a) and (b) set forth in such section. If there are any gaps between what the Proposer believes should be the proper scope given all information known at the time of this RFP, the Proposer should clearly state these gaps in this section and clearly mark these concerns as such.

Qualifications and Experience

In this section, Proposer should provide its qualifications and experience with respect to the scope of work set forth in Section 1 including but not limited to:

- 1) A general description of the Proposer including, but not limited to, identification of how long the Proposer has been in business, services offered by the Proposer, and company organization chart (including parent company, if applicable). A stockholder disclosure statement in the form attached to this RFP shall be completed and executed. A copy of the Proposer's Annual Report should also be attached.
- 2) Evidence of experience, capability and discussion of ability to perform the requested service including references, work on similar engagements, other qualifications and experience that will bear positively on this engagement, identification of key personnel that will be assigned to the project, their roles and their qualifications and experience including resumes of each assigned personnel.
- 3) Evidence of adequate general liability and workers' compensation insurance.

Assumptions

In this section, Proposers should state any assumptions being made relating to any part of the proposal or their response.

Timing

Delivery of the report shall be 60 days from the date of the contract. In this section, the Proposer shall describe whether it can comply with the Borough's requirements and what information is needed from the Borough to comply with the deadline.

Appendices/Other

Any additional information applicable to the required content which Proposer feels will support their proposal may be

included here. General promotional literature should not be included and will not be part of the official evaluation.

III. PROCUREMENT PROCESS

Legal Authority

The Borough intends to procure the Professional Contract described herein in accordance with the requirements of the competitive contracting procedures of New Jersey's Local Public Contracts Law (N.J.S.A. § 40A:11-4.1, *et seq.*). Section 40A:11-4.1, *et seq.* sets forth the procedure for issuance of RFPs to prospective Proposers, and the review, clarification, and evaluation of Proposals from prospective Proposers. Under the relevant provisions, the Borough may consider factors other than price, as listed in this RFP, before awarding the contract.

Cost of Proposal Preparation

Each Proposal and preparation of all information required pursuant to this RFP shall be prepared at the sole cost and expense (including legal costs) of the Proposer. There shall be no claims whatsoever against the Borough, its staff, or its consultants for reimbursement for the costs or expenses incurred during the preparation of the Proposal or other information required by this RFP or procurement process.

Correction of Errors

Prior to the submission of Proposals, erasures or other corrections in the Proposal must be initialed by a designated signatory of the Proposer. The Proposer further agrees that in the event any errors are noticed by the Borough after the Proposal is opened, the Borough reserves the right, but does not have the obligation, to waive such errors.

Disclosure of Information in Proposals

The Borough will consider requests to protect proprietary information submitted with Proposals. The Proposer should clearly and specifically label all such material and cite the appropriate law which protects such proprietary information. General requests to protect the entire Proposal are not acceptable. The Borough shall notify a Proposer of any Open Public Records Act request for information that has been designated as proprietary information by the Proposer.

Disposal of Proposals

All Proposals are the property of the Borough and will not be returned (except with respect to any Proposals withdrawn prior to the submission date). At the conclusion of the procurement process, the Borough may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. In no event will the Borough assume liability for any loss, damage or injury which may result from any disclosure or use of marked data which occurs prior to the disposal of Proposals.

Rights of the Borough and Conditions

The Borough reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP. By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the determination of a selected Proposer:

- This RFP does not obligate the Borough to procure or to contract for any services.
- The Borough reserves the right to change or alter the schedule for any events associated with this

procurement.

- All costs incurred in connection with responding to this RFP will be borne by the Proposer.
- The Borough reserves the right to reject, for any reason, any and all Proposals and components thereof as permitted by applicable law.
- The Borough reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The Borough reserves the right to designate a representative to act in its place or on its behalf during this procurement process.
- The Borough reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP or otherwise request additional information prior to or following Proposal submissions.
- All activities related to the contract services shall be subject to all applicable federal, State and local laws, regulations, rules and/or requirements.
- The Borough reserves the right to seek clarification of any aspect of a Proposal and to seek best and final Proposals based upon such clarifications.
- 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.
- All proposals will be evaluated by the Borough Administrator and the Governing Body.
- 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:
 - Experience and reputation in the field;
 - Knowledge and experience with municipal government;
 - knowledge of the subject matter to be addressed under the contract;
 - Availability to accommodate any required meetings of the agency;
 - Support staff availability;
 - Compensation proposal;
 - Other factors, if determined to be in the best interest of the Borough and its agencies.
- A point system for evaluating the proposals will be used as follows:

Factors	Points
Proven record of experience including references, in providing the type of services requested	25

Understanding of the qualitative nature of services provided	20
Personnel qualifications (i.e. resume of key personnel who will be responsible for work).	15
Location of professionals office	5
Availability of personnel and ability to provide services in a timely manner.	10
Estimated Cost of services (i.e. price proposal)	25
TOTAL	100

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.

The Borough Council will make the final decision to award the contract or reject all proposals if determined in the best interest of the Borough.

QUESTIONS AND BID SUBMITTALS

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

www.bidnetdirect.com//boroughofbradleybeach

PROVIDE PROPOSAL IN SUBMITTED DOCUMENT

Company Name

Address

Signature of Authorized Agent

Type or Print Name

Title:

Telephone Number

Date

Fax Number

E-mail address

—

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 requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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:

Experience & Qualifications Questionnaire

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

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: _____

Experience & Qualifications Questionnaire

Name:

Phone:

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	
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(09-01)	<small>Acting Director</small>	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		



**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 thereunto, 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).