

BOROUGH OF PINE BEACH



Ocean County

New Jersey

REQUEST FOR PROPOSALS

BOROUGH 2026 PROFESSIONAL SERVICES

RFP Opening Date – Monday, November 24, 2025

Time – 11:00 AM

Borough of Pine Beach Council

Lawrence W. Cuneo	Mayor
Barry Wieck	Council President
James Keesling	Council Member
Lori McGee	Council Member
Raymond Newman	Council Member
Richard Polhemus	Council Member
James Saxton	Council Member

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NOTICE TO BIDDERS

The Borough of Pine Beach is soliciting proposals through a fair and open process in accordance with N.J.S.A 19:44A-20.4 et seq.

The Applicant will designate a specific individual(s) to work with the Borough of Pine Beach and provide resumes for both the individual and Principals of the Business Entity.

PROJECT DESCRIPTION

Sealed Request for Proposal responses will be received by the Borough Clerk on Monday, November 24, 2025 at 11:00 A.M. local prevailing time in the Borough's Conference Room at the Municipal Building, 599 Pennsylvania Ave., Pine Beach, NJ 08741, at which time and place responses will be opened for:

- | | | |
|--------------------------------|-----------------------|-----------------------------|
| 1. Borough Attorney | 6. Borough Engineer | 11. Grants Consultant |
| 2. Labor Attorney | 7. Bond Counsel | 12. Land Use Board Attorney |
| 3. Tax Appeal Attorney | 8. Borough Prosecutor | 13. Land Use Board Engineer |
| 4. Affordable Housing Attorney | 9. Public Defender | |
| 5. Borough Auditor | 10. Borough Planner | |

Borough 2026 PROFESSIONAL SERVICES

Proposals must be submitted in duplicate, one copy on the proposal forms contained in the bid package and one copy scanned as a PDF file and submitted on a USB Drive.

Proposals must be in a sealed envelope, bearing the name and address of the bidder **and** the name of the project. This information must be on the **outside** of the envelope and addressed to the Municipal Clerk. In the following format:

RFP Title:

Position Applying for:

If the bid is sent by overnight or express mail, the above designation SHALL also appears on the outside of the courier company envelope.

Any proposal received not complying with these requirements SHALL not be opened and returned to sender marked "Unresponsive".

Qualification documents and instructions to applicants may be obtained via the Borough Website: www.pinebeachborough.us It is the bidder's responsibility to check the website regularly for possible addenda.

Applicants shall comply with the requirements of P.L. 1975, C127, and N.J.A.C. 17:27et seq.

RFP PROPOSAL FORM

The undersigned declares that they have read the Notice, Instructions, Affidavits and Scope of Services attached, that they have determined the conditions affecting the proposal are acceptable and agrees, if this proposal is accepted, to furnish and deliver services per their attached schedule of fees for the following:

Professional Service:

Please provide the name and address of Submitting Firm, Individual or Entity:

NOTE: In responding to these questions, you may attach additional sheets as necessary. Please be sure to CLEARLY reference all additional sheets or relevant attachments under the appropriate question or area. Material not clearly referenced will not be considered.

1. Is your firm willing and able to perform the scope of services set forth in the Notice of Solicitation for Professional Services and the Solicitation Package for the above Professional Service / Title?

☐ Yes ☐ No

2. If the answer to question 1 is "No", then please explain any exceptions, clarifications or limitations to the scope of services that your firm is willing and able to provide?

3. Please provide the names and roles of the individuals who will perform the services, descriptions of their education and experience, degrees, licenses and certifications relevant to those services including specific experience with the Client/Owner to whom this submission is being sent (or with similar Client/Owners).

4. Please discuss your (the firm's) record of success in providing the same or similar services to those being requested.

5. Please provide references who can be contacted to substantiate the above noted experience or record of success for the same or similar service.

6. Please provide a list of your current municipal or public clients as well as past municipal clients.

7. Please describe your (the firm's) ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff, availability and/or ownership of key resources). If appropriate, a description of technical process and equipment available to the organization and used in performing the task(s) within the scope of work may be provided.

8. Please disclose any conflicts of interest you have or reasonably anticipate having with respect to the/your firm's past, current or pending representation of clients or entities who are engaged in litigation or disputes with the Borough of Pine Beach or its associated entities or who are appearing before or making application to its Boards or Agencies. If none, state "none."

9. Please provide a breakdown of costs for service (cost details), including the hourly rates of each of the individuals who will be performing services and a schedule of costs for reimbursable expenses and/or a budgeted amount for reimbursable expenses. If all or any part of the work proposed is to be performed on a lump sum or flat fee (as opposed to an hourly or reimbursable basis) please provide the amount of that lump sum or flat fee as well as specifically detailing the full scope of work to be included under the proposed lump sum or flat fee. It is also permissible

to provide alternative fee proposals (lump sum or hourly) for the same scope of work, but again, it is very important to clearly delineate what is included.

11. In completing and submitting this form the submitting firm, individual or entity acknowledges

that it has received and read the following which were provided with the submission materials:

- The Notice of Solicitation for Professional Services, pertaining to the Professional Title/Service which is the subject of this submission
- The "Title/Service Description and Minimum Requirements" pertaining to the above Professional Title/Service and any supplemental addendum.
- The "General Instructions, Submission and Selection Criteria"
- The General Contract Requirements" and Exhibits.

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm to provide the professional services set forth herein in accordance with this submission form and the terms of the solicitation and submission materials noted above.

I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the public entity to which it is being submitted.

Company

Federal I.D. # or Social Security #

Address

Authorized Agent (Print Name)

Title of Authorized Agent

Telephone Number

Email Address

Signature

Sworn and subscribed to before me on

this _____ day of

_____, 20____

Signature of Notary

Notary seal

Print Name

SEALED RESPONSES

BE ADVISED THAT without an express written notice to the contrary in the detailed requirements, all proposals:

1. Are to be submitted on the “Standardized Professional Service RFP – RFP PROPOSAL FORMS” AND
2. Are Subject to the Standardized “General Instructions, Submission and Selection Criteria for Professional Service Contracts”.

The above-mentioned standardized documents are available on the Borough of Pine Beach website at www.pinebeachborough.us under the heading “Solicitation for Professional Service”.

The Borough Clerk’s Office is open Monday through Friday, 9:00 a.m. to 4:00 p.m., excluding holidays.

The above noted “Standardized Professional Service RFP - RFP PROPOSAL FORMS” include:

- a. The “Proposal Form” signed and dated by the provider, clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
 - b. A signed and notarized “Non-Collusion Affidavit.”
 - c. A signed “Disclosure of Ownership form”.
3. Require a copy of the vendor's current "NJ Business Registration Certificate". Information on this certificate can be obtained on the web at "<http://www.state.nj.us/treasury/revenue/busregcert.htm>".
4. Requires such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses must be received in the Borough of Pine Beach, Attn: Borough Clerk, 599 Pennsylvania Ave., Pine Beach, NJ 08741 on or before the date and time (“due date” set forth in this notice (also referred to as the “submission deadline”). The Borough of Pine Beach Borough Clerk and/or her designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the Conference Room of the Borough Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Borough of Pine Beach reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Borough of Pine Beach.

APPLICANT TERMS AND CONDITIONS

Proposals will be evaluated by the Borough Council and/or sub-committees of the Borough of Pine Beach on the basis of the most advantageous, price and other factors considered but not limited to the following:

- Knowledge of the administrative structure of the Borough of Pine Beach and subject matter to be addressed under the contract.
- Individual designated by the applicant and approved by Borough is required to attend all regular scheduled meetings as requested by Borough of Pine Beach Mayor and Council.
- Applicant must respond to Borough inquiries within 24 hours.
- Applicant must be available to accommodate any Special meetings as required by the Borough;
- Applicant will provide written proposals for specific projects as required by Borough.

Applicant must provide a compensation schedule.

- a. The Borough shall not pay for travel time
- b. The Borough shall not pay for copies made at a rate exceeding what the Borough may charge under the Open Public Records Act, implementing regulations, N.J.A.C. 5:105

Other factors that may reasonably impact the Borough in 2026.

CHECK LIST OF REQUIRED DOCUMENTS

Failure to provide the following items, as checked, **WILL** result in your bid being disqualified. These are **MANDATORY** requirements of this bid package:

		<u>Initials</u>
Checklist of Required Documents, signed below	✓	_____
RFP Proposal Form	✓	_____
Hard copy of RFP proposal on the proposal forms contained in bid package with supporting documentation	✓	_____
Hard copy of Applicant and Designated Individual Resumes with supporting documentation	✓	_____
Acknowledgement of Addenda (as applicable)	✓	_____
Affirmative Action Certification	✓	_____
Equal Employment Opportunity	✓	_____
Americans With Disabilities Act	✓	_____
Disclosure of Ownership	✓	_____
Responsible Bidder Certification	✓	_____
False Statement Penalties Certification	✓	_____
Disclosure of Investment Activities in Russia-Belarus & Iran Form	✓	_____

Failure to provide the following items, as checked, MAY result in your bid being disqualified or a request for clarification issued.

		<u>Initials</u>
USB Drive copy of RFP proposal on the proposal forms contained in bid package and supporting documentation formatted in PDF	✓	_____
USB Drive of Applicant and Designated Individual Resumes with supporting documentation	✓	_____
Affidavit of Non-Collusion	✓	_____
Responsible Bidder Checklist	✓	_____
Taxpayer Identification (W-9)	✓	_____
Responsibility Acknowledgement (Post Contract Award)	✓	_____

Prior to award of the contract the following items, as checked, shall be required:

		<u>Initials</u>
Business Registration Certificate	✓	_____

After award of the contract the following items, as checked, shall be required:

	<u>Initials</u>
Signed Contracts	<u>✓</u>
Certificate of Insurance for the length of the contract	<u>✓</u>

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

COMPANY / BIDDER'S NAME

AUTHORIZED SIGNATURE

DATE _____

NAME (PRINT)	TITLE
--------------	-------

ACKNOWLEDGEMENT OF ADDENDA

Receipt of Changes to Bid 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 RFP advertisement, specifications or RFP documents. By indicating date of receipt, applicant acknowledges the submitted RFP 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 RFP may be subject for rejection of the proposal.

Addendum Number	How Received (mail, fax, pick-up, etc.)	Date Received

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AFFIRMATIVE ACTION CERTIFICATION

This form is a summary of the successful applicant's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful applicant shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful applicant may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful applicant(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the applicant copy is retained by the applicant.

The undersigned applicant certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned applicant further understands that his/her RFP shall be rejected as non-responsive if said applicant fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

(REVISED 4/10)

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor 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.

Initials _____

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
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Initials _____

AMERICANS WITH DISABILITIES ACT
Equal Opportunity for Individuals with Disabilities

The Contractor and the Borough of Pine Beach 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 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 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 possible 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 forward 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 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.

Initials _____

DISCLOSURE OF OWNERSHIP
N.J.S.A. 52:25-24.2

Failure to submit the required information is cause for automatic rejection.

CHECK ONE

- ☐ I certify that the list below contains the names and addresses of all owners who own an interest of 10% or more in the Applicant.
- ☐ I certify that no one owner owns an interest of 10% or more in the Applicant.

LEGAL NAME OF APPLICANT: _____

Check which business entity applies:

- | | | |
|--|---|--|
| ☐ Limited Partnership | ☐ Corporation (for-profit) | ☐ Limited Liability Company |
| ☐ Limited Liability Partnership | ☐ Corporation(non-profit) | ☐ Sole Proprietorship |
| ☐ Partnership | ☐ Other _____ | |

Complete if the Applicant is a for-profit or non-profit corporation:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

_____	_____	_____	_____
Street Address	Borough	State	Zip

_____	_____
Telephone #	Fax#

Listed below are the names and addresses of all owners who own an interest of 10% or more in the Applicant. Disclosure shall be continued until the names and addresses of every owner exceeding the 10% ownership criteria established in N.J.S.A. 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)_

_____	_____	_____
Name	Address	Shared (%) Owned

_____	_____	_____
Name	Address	Shared (%) Owned

CONTINUED ON ADDITIONAL SHEET (IF NECESSARY): YES ☐ NO ☐

_____	_____
Company / Bidder's Name	Authorized Signature

_____	_____	_____
Date	Name (print)	Title

RESPONSIBLE BIDDER CERTIFICATION

A copy of this certification must be included with the Bid and must be fully completed, signed by at least one general partner, owner, or officer authorized to legally obligate the Applicant and notarized.

The Bidder recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the Borough to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

DECLARATION

I, _____ am the
(print name)
_____ of Applicant.
(title)

I certify that I have read and understood the questions contained in the attached bid, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this bid is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the bid may result in non-award of contract. I authorize the Borough to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Borough.

Signature

Sworn and subscribed to before me on

this _____ day of

_____, 20____

Signature of Notary

Notary seal

Print Name

FALSE STATEMENT PENALTIES CERTIFICATION
N.J.S.A. 40A:11-34

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

Print Name

Signature of Preparer or
Officer of the Applicant

Sworn and subscribed to before me on

this _____ day of

_____, 20____

Signature of Notary

Notary seal

Print Name

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 execute the said RFP 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 fair and open process in connection with the contract.
5. All statements contained in the Qualification Statement and RFP and in this Affidavit are true and correct and were made with the full knowledge that the Borough of Pine Beach, County of Ocean, its officers and employees, rely on 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
_____, 20____

Signature

Print Name

Signature of Notary

Print Name

RESPONSIBLE BIDDER'S CHECKLIST

The following are screening statements which shall be used to determine whether or not a prospective applicant is responsible to enter into a contract with the Borough of Pine Beach.

Refusal to answer or omission of response to any question in this checklist shall be considered a fatal flaw and shall result in disqualification of the Bidder.

A YES answer to any statement below shall require the bidder to explain that answer to the Borough Council prior to award of contract.

- | | | |
|--|---------------------------------|--------------------------------|
| 1. In the last five (5) years, has your firm, or any key Person in your firm, been convicted of a crime involving the awarding of a contract of a government (local, state or federal) construction project, or the bidding or performance of a government contract? | ☐
Yes | ☐
No |
| 2. In the last five (5) years, has your firm, or any key Person in your firm, been "defaulted" or "terminated" by an owner (other than for convenience of the project owner) or has your surety completed a contract for your firm? | ☐
Yes | ☐
No |
| 3. At the time of submitting this bid form, is your firm or any key Person in your firm, ineligible to bid on or be awarded any public works contract, or perform as a subcontractor on a public works contract? | ☐
Yes | ☐
No |
| 4. Has your firm, or any key Person in your firm, ever been found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? | ☐
Yes | ☐
No |
| 5. In the last ten (10) years, has your firm, or any key Person in your firm, ever been convicted of a crime involving any federal, state or local contracts? | ☐
Yes | ☐
No |

TAXPAYER IDENTIFICATION

W-9
Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

RESPONSIBILITY ACKNOWLEDGEMENT
POST CONTRACT AWARD

The undersigned hereby acknowledges that the following documents must be submitted to the Borough within 10 days after receiving a Notice to Award by the Borough Clerk on the above-named project.

Certification of Insurance

- In accordance with Borough requirements of “Insurance”

Signed Contracts

- In accordance with Borough requirements of “Notification of Award”

Initial Project Workforce Report

- In accordance with Borough requirements of “Required Affirmative Action Evidence”

Company/Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

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

CHECK THE APPROPRIATE BOX

☐A. 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.)

OR

☐B. 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

**PLEASE PROVIDE ADDITIONAL 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.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

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.

Signature _____ Date _____

Print Name and Title _____

GENERAL INFORMATION FOR APPLICANTS

RECEIPT OF PROPOSAL

1. Qualifications shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
2. Each proposal shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Municipal Clerk bearing the name and address of the applicant on the outside, and clearly marked "REQUEST FOR PROPOSAL" with the name of the item(s) and contract number being proposed.
3. It is the Applicant's responsibility to see that the proposal is presented to the Municipal Clerk at the time and place designated. Proposals may be hand delivered or mailed; however, it is applicant's responsibility for the delivery of the proposal.
4. **The Applicant is required to submit 1 hard copy and 1 electronic copy in PDF format on a readable CD or USB Drive of their proposal and the resumes of the designated individual(s) and principles of the business entity at the time of submission.**

PROPOSAL FORM

Proposals must be submitted on the forms included in the RFP package. All blank spaces must be filled in. All proposals shall be typewritten or written in ink on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if "not applicable". Proposals showing any erasure, alteration or interlineations must be initialed by the applicant in ink. Failure to comply may be cause for rejection of the proposal. Where discrepancies occur between the unit price and the extension, the unit price will prevail.

SIGNATURE ON PROPOSAL FORM

If the applicant is an individual, the proposal must be signed by the individual. If the applicant is not an individual, the proposal must be signed by a person authorized to sign on behalf of the applicant.

QUESTIONS/CHALLENGES

Should any applicant be in doubt as to the intent of this Request for Proposal, they should immediately notify the Borough Clerk, in writing, who will then send written addenda to all applicants covering the point in question. Applicants may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all challenges must be received by the Municipal Clerk no later than three (3) business days prior to the proposal opening date. Challenges files after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

INTERPRETATIONS AND ADDENDA

1. The applicant is responsible for understanding all of the proposal documents that have been provided by the Borough.
2. Applicants are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Municipal Clerk. If the applicant fails to notify the Borough of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.
3. No oral interpretation of the meaning of the Request for Proposal will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Municipal Clerk. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening 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 statute. All addenda so issued shall become part of the contract documents, and shall be acknowledge by the applicant in the proposal. The Borough's interpretations or corrections thereof shall be final.

REJECTION OF PROPOSAL

The Borough reserves the right to reject any or all proposal and to waive any minor informality in any proposal should it be deemed in the best interest of the Borough to do so.

Proposals shall be rejected for any of the following reasons:

1. Failure to complete the Affirmative Action Certification
2. Failure to comply with the American with Disabilities Act of 1990
3. Failure to complete the Disclosure of Ownership Statement.
4. Failure to provide a properly dated New Jersey State Business Registration Certificate prior to award of contract. (including subcontractors)

Proposals may be rejected for any of the following reasons:

1. Failure to complete the Affidavit of Non-Collusion.
2. Failure to properly complete the Proposal form.
3. Failure to complete the Checklist of Required Documents.
4. Insertion of additional conditions, provisions or stipulations.

PROCEDURES ON AWARD OF CONTRACT

The Borough of Pine Beach awards contracts or rejects all proposals within 60 days, unless in accordance with N.J.S 40A:11-24, which provides in part that "any applicant who consent thereto may, at the request of the contracting unit, have their proposal held for consideration for such longer period as may be agreed." All prospective applicants are advised of this schedule since all proposals must be firm when proposed, and must remain so for 60 days or such longer period as the Borough and the applicant may agree.

NOTIFICATION OF AWARD

1. Upon passage of a Borough Council Resolution awarding the contract, the Borough Clerk will request two (2) sets of contract documents from the successful applicant for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful applicant shall return two (2) sets of the contract documents to the Borough Clerk with a proper performance bond and insurance certificates if required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the applicant, the contract documents will be submitted to the Borough Attorney and Qualified Purchasing Agent for review and approval.
2. If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Borough. A fully executed copy will be returned to the successful applicant by the Borough. No Resolution of Award will become binding on the Borough before the contract documents have been executed by the Mayor and Municipal Clerk.
3. Should the successful applicant fail to execute the contract within ten (10) days of notification, the Borough will be free to award the contract to another applicant.

ASSIGNING THE CONTRACT

The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Borough.

TERMINATION OF CONTRACT

DEFAULT: Non-performance of the applicant in terms of the Request for Proposal shall be a basis for termination of the contract by the Borough. The Borough may terminate the contract upon 30 days' written

notice to the applicant. The Borough shall not pay for any services and/or materials, which are unsatisfactory. The applicant may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

1. UNCONDITIONAL TERMINATION FOR CONVENIENCE: The Borough may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the applicant.
2. TERMINATION FOR DEFAULT: If the applicant fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Borough has determined the applicant has failed to remedy the problem after being forewarned.
3. TERMINATION BY THE BOROUGH: If the applicant should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Borough may terminate this contract. If the applicant should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or of this contract, the Borough shall give the applicant fifteen (15) calendar days written notice. Upon receipt of such termination notice, the applicant shall be allowed seven (7) calendar days to cure such deficiencies.

PAYMENT

The contract price shall be payable either in one lump sum or as indicated in the RFP specifications at the first regular monthly meeting of the governing body following satisfactory completion of the contract and presentation of a properly executed purchase voucher.

INVOICES

The Borough of Pine Beach will not honor any invoices submitted for work performed other than that stipulated by these specifications unless previously authorized by a written change order from the Borough. Invoices for services rendered must be received by the Borough by the end of the month following the month in which the expense was incurred. For example, a service provided in June must be billed to the Borough by the end of July. Expenses submitted after this period will not be honored by the Borough.

THE CONTRACT

The following shall be deemed to be part of the Contract:

- Notice to Applicants
- Information to Applicants
- Specifications (General, Special & Detail)
- Proposal
- All addenda issued by the Borough prior to the receipt of proposals

CONFLICTING INFORMATION OR ERRORS

The Borough reserves the right to correct any errors or omissions in said Request for Proposal wherever such corrections are necessary for the proper fulfillment of the intentions of the plans and specifications. Should there be any conflicting information given in the plans and specifications, the Borough shall be notified of same and the Borough will determine the final decision.

Prior to the execution of the work, the applicant shall check the plans and specifications and immediately report to the Borough all errors and omissions discovered therein. Thereafter, during the prosecution of the work, the applicant shall immediately report all further errors or omissions to the Borough. Any adjustments made by the applicant without prior approval shall be had at their own risk and the settlement of any complications arising from such settlement shall be made by the applicant at their own expense.

COMPLIANCE WITH LAWS

The applicant will keep themselves fully informed of, and observe and comply with, all state, national and municipal laws in any manner affecting those engaged or employed in the work or the materials used in the work and of all such orders and decrees for bodies having any jurisdiction or Borough over the same.

If any discrepancy is discovered in the Request for Proposal in relation to any such law, ordinance, regulation, order or decree, the applicant notify the Borough in writing. The applicant shall protect and indemnify the Borough, its officers and agents against any claim or liability arising from a violation of any law, regulation, ordinance, order or decree whether by himself or his employees or sub-contractors.

BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each applicant (contractor and subcontractor) provide proof of business registration in response to a request for proposals prior to award of Contract. Proof of registration shall be a copy of the applicant's Business Registration Certificate (BRC) dated prior to bid opening. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The applicant shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, an applicant must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the applicant and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

An applicant, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed

\$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

AFFIDAVIT OF NON-COLLUSION

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

NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this proposal, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this proposal.

REQUIRED AFFIRMATIVE ACTION EVIDENCE

Each applicant 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:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); **or**
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **or**
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

Prior to any mergers where the contractor is to become the "Division of" or changes the financial structure or reporting of the contractor, the contractor shall notify the Borough of Pine Beach. Failure to notify the Borough prior to any merger may cause termination of the contract.

If during the life of the contract, the applicant disposes of the business concern by acquisition, merger, sale and/or transfer or by any means convey h/h interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required a performance bond in the amount of the open balance of the contract.

INSURANCE

The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Borough. The Contractor shall not allow any sub-contractor to begin work on his sub-contract until the insurance required of the sub-contractor has been obtained and approved. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the contract is satisfactorily completed and accepted by the Borough. Bidder/Vendor shall supply a Certificate of Insurance evidencing the satisfaction of minimum insurance coverage requirements for this RFP, which shall be supplied prior to execution of a contract between the Borough of Pine Beach and the professional vendor awarded a professional services contract.

- A. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract Workers' Compensation Insurance for all of his employees to be engaged in work on the project, and in the case of any sublet, the Contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the Contractor's Insurance. In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation Statute, the Contractor shall provide and cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees as are otherwise protected.
- B. Professional Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract "errors and omission" insurance coverage in an amount not less than \$1,000,000.
- C. Contractor's Automobile Liability and Property Damage Insurance: As an independent contractor, the Contractor shall be solely responsible for procuring its own automobile liability insurance and property damage insurance. The Contractor's contract to provide professional services to the Borough shall include such language.
- D. Proof of Insurance: The Contractor shall furnish the Borough with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies. Bidder/Vendor shall not be required to obtain an insurance policy/endorsement requiring an undertaking by the insurance carrier not to cancel the policy or reduce the limits except upon thirty days notice to the Borough by certified mail, return receipt requested. The liability policies and endorsements shall be specifically referred to the Borough and its officers, agents and employees as insured parties and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey, which are satisfactory to the Borough. The policies shall include waiver of rights of subrogation. Contractor shall carry, during the life of the contract and any extension thereof, Builders' Risk Insurance (All Risks) of physical loss or damage to property in an amount equal to 100% completed value basis of the work contracted herein.

INDEMNIFICATION

The Applicant agrees to indemnify and save harmless the Borough, its officers, agents and employees, hereinafter referred to as indemnities', from all suits, including attorney's' fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Applicant or those acting under the Applicant to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnity, be indemnified against all liability, loss or damage of any nature whatever.

DISPUTES

Disputes arising under this agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c. 371 (N.J.S.A. 40A:11-50), pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Borough and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Borough and the contractor.

SAMPLE CONTRACT

The terms and provisions set forth under the heading “GENERAL INFORMATION FOR BIDDERS” are hereby made a part of the terms and conditions of the proposed contract.

SAMPLE CONTRACT

This agreement is made on Month, Day, Year between the Borough of Pine Beach; a Municipal Corporation of the State of New Jersey, 599 Pennsylvania Ave., Pine Beach, New Jersey 08741 (hereinafter referred to as the "Borough") and

CONSULTANT

(Hereinafter referred to as the "Consultant").

RECITALS.

1. A RFP for Project Name (hereinafter referred to as the “Project”) were received from the Contractor by the Borough on Date; and
2. The Contractor was thereafter awarded a contract by the Borough of Pine Beach Council for the Project.

AGREEMENT

The Contractor and the Borough, for and in consideration herein specified, hereby agree as follows:

1. The Contractor shall undertake and complete the Project as indicated on the Bid Proposal and in strict and entire conformity with the Contract Documents.
2. Signed contract and all required bonds, surety, and certification must be returned in 10 days to the Municipal Clerk.
3. The Borough shall compensate the Contractor for the Project in accordance with the Contract Documents in the amount not to exceed Total Contract Dollars.
4. The Contract Documents and any approved change orders (if applicable), are hereby made a part of this Contract.
5. The Contractor shall hold harmless and defend the Borough against any and all suits and assume liability for the use of any patented process, device or article forming a part of the apparatus or any appliance furnished under this Contract.
6. This Contract shall be binding on the Contractor and the Borough, and their respective successors and assigns.
7. The term of this contract shall commence on the date first written above and shall remain in full force and effect until January 31, 2026. Either party has the right to terminate this agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the Borough has caused this instrument to be signed by its Mayor, attested by its Borough Clerk and its seal to be affixed pursuant to the resolution of the Borough Council passed for that purpose, and the Contractor has signed, sealed and delivered this Agreement or has caused this Agreement to be signed by its proper corporate officers and its corporate seal to be affixed pursuant to authority conferred by its Board of Directors on the date and year first above written.

FOR THE BOROUGH:

Mayor,

ATTEST:

Hannah L. Jacobus, RMC
Borough Clerk

FOR THE BIDDER:

NAME/TITLE (PLEASE PRINT)

SIGNATURE

WITNESS/ATTEST:

PRINT NAME
SECRETARY/ASSISTANT SECRETARY

SIGNATURE

(If corporation, affix corporate seal)

SCOPE OF WORK
Borough of Pine Beach
PUBLIC NOTICE FOR THE SOLICITATION OF A PROFESSIONAL SERVICE
CONTRACT SCOPE OF WORK

The following is a description of the professional services needed, including, where appropriate, a description of tasks involved:

#1-24 Borough Attorney

Borough Attorney shall be an attorney at law of New Jersey. Will be responsible as the corporation counsel for all typical municipal attorney functions as needed, being available or having staff available to answer time-sensitive legal questions for Borough staff on a daily basis. In addition, the Borough Attorney shall adhere to the following requirements of service.

#2-24 Labor Attorney

The Borough's general labor counsel may be an individually licensed attorney or law firm that is responsible for individual labor and employment matters, such as, employee claims against the Borough, defense of employees and/or officers of the Borough in labor-related matters, disciplinary proceedings against employees, and PERC and other employee or labor-related administrative proceedings, including assisting in the negotiation, ratification, enforcement and/or defense of collective bargaining agreements.

#3-24 Tax Appeal Attorney

The Tax Appeal Attorney shall be an attorney at law of New Jersey. The Tax Appeal Attorney shall perform all legal services required in order to defend and/or prosecute real property tax appeals relating to those ongoing real property tax appeals and such other appeals or tax matters that may be filed against and/or by the Borough of Pine Beach and such ongoing municipal tax matters in which the Borough has required legal representation by counsel other than the Borough Attorney that may be filed against and/or by the Borough of Pine Beach or other similar representation as required or desired.

#4-24 Affordable Housing Attorney

The Borough's Affordable Housing Counsel may be an individually licensed attorney or law firm with a significant background in addressing affordable housing issues, including addressing issues presented by the Borough's Director of Law, 5 Planner, Administrative Agent and Affordable Housing Liaison before the New Jersey Council on Affordable Housing or in Superior Court on affordable housing matters. Such representation shall include, but not be limited to the formulation, enforcement and/or defense of the Borough Affordable Housing Plans, deeds and other affordable housing regulations.

#5-24 Borough Auditor

ITEM A (AUDIT) - The Borough Auditor shall make the annual audit of the Borough financial records for the year ending December 31, 2025 and serve as Borough Auditor for the calendar year 2026 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 Council, the Chief Financial Officer or the Borough Clerk.

AND/OR

ITEM B (LOSAP)- Prepare a compilation of the Borough's LOSAP plan in accordance with State guidelines.

AND/OR

ITEMC(ALL OTHER) –All other items, as maybe requested, including but not limited to management advisory, official statements, etc.

NOTE: Item A(Audit),Item B(LOSAP)and Item C(All Other)may be awarded separately.

#6-24 Borough Engineer

The Borough Engineer shall be a New Jersey licensed professional engineer and shall perform all activities as per NJSA 40A:9- 140 and detailed below and in a subsequent contract with the Borough, generally encompassing typical municipal engineering services.

The Borough Engineer shall have the following qualifications:

1. Is multi-disciplined with at least five years' experience in all aspects of municipal engineering (the appointed engineer may be assisted by employees with lesser levels of experience);
2. That the Engineer has been P.E. licensed in the State of New Jersey for at least three (3)years;
3. That the Engineer has at least three (3) years prior experience as a Municipal Engineer or working in a municipal engineering office;
4. That the Engineer, and/or firm, has sufficient staff to satisfy this scope of services;
5. The Engineer has experience in road construction, construction management, land-use law experience, planning and landscaping engineers on staff, experience in environmental studies assessments (wetlands, archaeological, endangered species, hydrologic studies, storm water management), GIS, materials testing, surveying, traffic studies, drainage, and extensive knowledge of New Jersey Department of Environmental Protection rules and regulations;
7. Engineer must be in good standing within the Professional Engineering Community.
8. That the Engineer or engineering firm submitting this proposal has not represented within the past three years and does not represent any adverse parties and claims whether administrative, civil, criminal, or otherwise, against the Borough.

The Borough Engineer (and other engineers, if any) shall perform the following minimum duties as well as those prescribed by NJSA40A:9-140, all applicable law and any subsequent agreements, subject to the supervision and review of the Borough Clerk and the Mayor and Council:

1. Provide engineering services as requested;
2. Perform such duties as are prescribed by general law and ordinance;
3. Prepare, or cause to be prepared, plans, designs, and specifications for public works projects and other improvements undertaken by the Borough;
4. Prepare regular, professionally organized reports and project plans to the Borough Clerk;
5. Attend any regular or special Mayor and Council meetings at the Mayor's request.
6. When requested, to reply and work directly on issues with residents and other stakeholders, managing and communicating in a timely and professional manner;
7. Work with department heads on budgeting, including managing and assisting in plans or preparation of plans for infrastructure, facilities, roadways and other related assets;
8. Shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents;

9. Shall provide services necessary to observe, assess conformity to statutory or other ordinance requirements and report upon the installation of site improvements and subdivision public improvements in connection with Borough or other site developments; Successful candidates will be enthusiastic about performing diligent and comprehensive work, be organized, accountable, and able to self-organize without intervention, possess professional communication and time management skills, be steadfast in commitment to ethics, purchasing, and other best practices, and be excited to work in a fast-paced, evidence-based team environment.

#7-24 Bond Counsel

The Bond Counsel shall be an attorney at law of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of Bond Ordinances and the review of the adoption proceedings; the preparation and review of public finance resolutions, the preparation and issuance of Bond Anticipation, Special Emergency, and Tax Anticipation Notes; and the preparation and issuance of General Obligation Bonds. In addition, Bond Counsel is responsible for the preparation and/or review of any Preliminary Official Statement and Official Statement of the Borough. Bond Counsel is also responsible for the preparation and/or review of any application to the Local Finance Board, and attendance at any related meetings of the Board.

#8-24 Borough Prosecutor

The Municipal Prosecutor shall be an attorney at law of New Jersey and shall provide all necessary and desirable legal counsel and advice requested for the prosecution of cases before the Municipal Court of the Borough, and shall conduct the prosecution of such cases on those days and times designated by the Borough and the Municipal Court, except such crimes and offenses as it may be the duty of the county or state officer to prosecute. Additionally, the Municipal Prosecutor shall designate in his or her RFP any and all attorneys who shall appear in Municipal Court and serve as Municipal Prosecutor.

#9-24 Public Defender

The Public Defender shall be an attorney at law of New Jersey and shall interview all indigent defendants qualifying for assistance as provided under the standards established by the office of the Public Advocate of the State of New Jersey, and shall defend same in the Municipal Court of the Borough and provide such legal advice and counsel to such individuals as may be required in any proceedings before the Municipal Court of the Borough.

#10-24 Borough Planner

The Borough Planner shall be a New Jersey licensed professional planner. The Borough Planner shall prepare for the Borough reports, presentations and research on land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection and conservation. The Borough Planner assists and advises the Borough Clerk and Mayor and Council on techniques, rules and regulations that the Borough may need in exercising its police powers in the area of land use, housing, open space, economic development, transportation, public utilities, historic preservation, farmland preservation and natural resource protection. The Borough Planner assists and advises land development ordinances and provides planning advice to the Borough Council and Borough Clerk on planning proposals as appropriate and requested. The Borough Planner prepares plans and other supportive documentation for development and redevelopment as directed by the

Council. The Borough Planner represents the Borough as directed in meetings with county, other municipalities and State agency officials.

#11-24 Grants Consultant

It is the intent of the Borough to solicit Qualification Statements from Respondents that have expertise in the provision of the Services. Firms and/or persons responding to this RFQ shall be able to demonstrate that they will have the continuing capabilities to perform these Services. The Qualified Respondent awarded a contract will be responsible for identifying potential federal, state or local grant opportunities, prepare necessary applications for grant funding, meet with funding agencies, and follow through on the award and management of technical matters as required under the grants in order to assist the Borough in providing essential municipal services that will enhance the quality of life for the citizens of Borough.

#12-24 Land Use Board Attorney (appointed by LUB)

The Borough Land Use Board Attorney shall provide legal advice to the chairman and members of the land use board, as well as provide for litigation advice, regulatory and statutory compliance advice. The land use board Attorney (and other attorneys) shall perform the following minimum duties as well as those prescribed by applicable law, subject to the review and approval of the land use board's executive. The land use board attorney shall also defend claims assigned by the chairman; prepare reports and provide advice and counsel at Land Use Board meetings regarding issues that arise that include but are not limited to: litigation, regulations and ordinances, Interact with the Borough's Clerk on related legal issues, when requested by the chairman, reply to inquiries from residents and/or commercial enterprises, and attend regular meetings requested by the chairman.

#13-24 Land Use Board Engineer (appointed by LUB)

The land use board engineer shall perform the following minimum duties as well as those prescribed by applicable law, subject to the review and approval of the land use board's chairman. The engineer shall provide planning services as requested, perform such duties as are prescribed by general law and ordinance, prepare, or cause to be prepared, plans, designs and specifications for public works and improvements undertaken by the planning board and attend regular meetings as requested.

SUBMISSION DEADLINE AND PUBLIC READING

Sealed responses must be received in the Borough of Pine Beach, Attn: Borough Clerk, 599 Pennsylvania Ave., Pine Beach, NJ 08741 on or before the date and time ("due date" set forth in this notice (also referred to as the "submission deadline"). The Borough Clerk and/or her designated representative will receive submissions up to the submission deadline noted in the Notice to Bidders and will immediately thereafter publicly open all submissions received in the Conference Room of the Borough's Municipal Building, where and at which time submissions will be read aloud and otherwise be available for public scrutiny.

The Borough of Pine Beach reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submissions that in their judgment will be in the best interest of the Borough of Pine Beach.

EXHIBIT A

MEETING SCHEDULES

**ALL OFFICIAL MEETINGS ARE HELD AT THE MUNICIPAL BUILDING,
599 PENNSYLVANIA AVENUE.**

Borough Council Regular Meetings for 2026 will be held on the second Wednesday of each month at 6:30 PM. Work Sessions will be held on the Monday prior, except when noted due to holidays and two weeks after on Monday at 6:30 PM as follows:

REGULAR MEETINGS 6:30 PM

January	06 Reorganization
	14
February	11
March	11
April	08
May	13
June	10
July	08
August	12
September	09
October	14
November	12
December	09

WORK SESSION 6:30 PM

January	12 & 26
February	09 & 23
March	09 & 23
April	06 & 20
May	11 & 26(tues)
June	08 & 22
July	06
August	10
September	07 & 21
October	13 & 26
November	09 & 23
December	07 & 21

EXHIBIT B

MUNICIPAL COURT SCHEDULE

**ALL MUNICIPAL COURT SESSION ARE HELD AT THE MUNICIPAL BUILDING,
599 PENNSYLVANIA AVENUE.**

The Municipal Court meets at 3:00 pm on the first Wednesday of the month. The 2026 Schedule is as follows, but is subject to change.

January 7th

February 4th

March 4th

April 1st

May 6th

June 3rd

July 1st

August 5th

September 2nd

October 7th

November 4th

December 2nd