REQUEST FOR PROPOSAL/QUALIFICATIONS
FOR
MUNICIPAL PROFESSIONALS

Issued by the

The City of Brigantine

Responses Due by:
December 17, 2026
10:00 AM

NOTICE OF RFP
Professional and Exempt Services

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

Sealed RFP responses will be received by the City Clerk on December 17, 2026 at 10:00 A.M. in the City Clerk's Office, 1417 W. Brigantine Avenue, Brigantine, NJ 08203 at which time and place responses will be received for:

CITY OF BRIGANTINE

2027 MUNICIPAL PROFESSIONALS

3.1 Municipal Auditor
3.2 Municipal Attorney and/or Conflict Attorney
3.3 Consulting Engineer
3.4 Municipal Labor Counsel
3.5 Bond Counsel
3.6 Public Defender and/or Alternate Public Defender
3.7 Municipal Prosecutor and/or Alternate Municipal Prosecutor
3.8 Planner and Grant Consultant
3.9 Planning Board Planner
3.10 Planning Board Attorney
3.11 Planning Board Engineer
3.12 Registered Municipal Financial Advisor
3.13 Continuing Disclosure Agent
3.14 Risk Management Consultant
3.15 Health Insurance Brokerage Services
3.16 Project Management Consultant
3.17 Municipal Engineer
3.18 Information and Technology Consulting

RFP responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the respondent and the **"**RFP TITLE NAME**"** on the outside, addressed to Christine Murray, Acting City Clerk, at the address above.

Specifications and instructions to bidders may be obtained at the Finance Office or through the city website at www.Brigantinebeach.org.

Any RFP Addenda will be issued on the website, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Respondents shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27et seq.

1. Introduction

These contracts are to furnish and deliver professional services for the City of Brigantine through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the City of Brigantine, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

Release of RFP	November 2, 2026
Proposal Due Date	December 17, 2026
Evaluation Completed	December 2026
Governing Body Action	January 2027

2.2 Proposal Submission Information

Submission Date and Time: **December 17, 2026 at 10:00 A.M.**

One (1) Original **signed in ink** & (2) copies plus One (1) copy on CD or USB flash drive .pdf format of the RFP response. The City is storing all responses electronically; therefore, submit **all pages** of the RFP response on a CD or USB Flash Drive in addition to the printed two (2) copies.

Three (3) ring binders or elaborate binding is unnecessary.

Submission Office:

Office of the City Clerk
City Municipal Complex, 1417 Brigantine Avenue, Brigantine NJ 08203

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be **signed in ink** and marked to distinguish it from the three copies. **Faxed or emailed proposals will NOT be accepted.**

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for the year 2025.

2.2.1. Respondents are asked to follow the same format when assembling their proposal:

Due to limited storage, we are requesting**, no three ring binders** (stapling is acceptable) and no additional firm advertising. Submit the forms/required information using the following format:

Section 1 of the RFP response should be as follows:

Page 1: Original completed "Proposal Cost Form/Signature Page"
Page 2: Fee Schedule
Page 3: Stockholder Disclosure
Page 4: Non-Collusion Affidavit
Page 5: EEO/Affirmative Action Compliance Notice
Page 6: Certificate of Employee Information Report
Page 7: Business Registration Certificate (preferred with RFP response, required at time of award)
Page 8: Acknowledgement of Receipt of Addenda
Page 9: Proof of Licensure
Page 10: References
Page 11: Proposal Checklist
Page 12: Disclosure of Investment Activities in Iran
Page 13: Qualification Statement, proposal
Page 14- end: Any other information requested in specification

***On the "Proposal Cost Form/Signature Page" check **ALL** the categories that your firm is applying for.

2.3 Using Department Information

The Using Departments for these services are the City Council, City Administrator, City Clerk, Planning Board, Public Works, Finance, Tax Collector, Municipal Court and all other departments with the City of Brigantine.

2.4 City Representative for this Solicitation

Please direct all questions in writing to:

Al Stanley, CFO\QPA
Voice: (609) 266-7600
Email: astanley@brigantinenj.gov

Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. **NO** employee of the City of Brigantine is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addendum.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents **only** by written addendum issued by the Purchasing Agent of the City of Brigantine.

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the City's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The City especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the City to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The City assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the City shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the City as noted in 2.6, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the City must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Evidence – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990 – 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the city harmless.

2.8.4 Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall

be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit – N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 Proof of Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44 City of Brigantine ("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 a proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or another 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 subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable 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: ww.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 to a penalty of $25.00 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 of goods or services, whichever is earlier.

2.8.7 "Pay to Play" Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are

responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the City nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

2.8.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the City in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, 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 Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor 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 indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability: STATUTORY

General Liability Insurance

During the life of this contract the bidder shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000.00 per occurrence for bodily injury and property damage.

Automobile Liability Insurance

During the life of this contract the bidder shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than $500,000.00 per accident combined single limit

Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of $500,000.00/occurrence, $1,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for the City of Brigantine.

The contractor shall provide the City with a Certificate of Insurance naming the City of Brigantine as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Errors and Omissions Insurance

A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the City from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than $1,000,000.00 dollars per occurrence and $2,000,000.00 dollars in the aggregate.

B. Certificates of the Required Insurance:

   Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

   The contractor shall provide the City with a Certificate of Insurance naming the City, its employees, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

The City of Brigantine will not accept Mutual Limitation of Liability terms

2.8.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the City harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.11 Proof of Licensure

Proof of licensure for providing services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.12 Disclosure of Investment Activities in Russia/Belarus– P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP; the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the City may solicit the goods and/or services from any respondent on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work are met. Any sub-consultants must be identified in the same manner as the primary consultant.

2.12 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the City may then, at its option, accept the proposal of another respondent.

2.13 Commencement of Work

The contractor agrees to commence work after the date of award by the City and upon notice from the using department.

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the City.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and

agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.15 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the City of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the City under this provision.

In case of default by the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.16 Non-Allocation of Funding Termination

Each calendar year payment obligation of the City is conditioned upon the availability of City funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the City at the end of any particular calendar year may terminate such services. The City will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the City to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.

2.17 Force Majeure

Neither party shall be responsible for any resulting loss nor obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the City by notice to each party.

2.18 The City and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.19 The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's.

Challenges filed after that time shall be considered void and having no impact on the City or the award of contract.

2.21 Payment

Invoices shall be submitted and must specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed, all backup documentation (mileage, time logs, receipts for expenses, etc.), amount remaining in total balance, and the Proposal Cost Form.

The city may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

1. Deliverables not complying with the project specification;
2. Claims filed or responsible evidence indicating probability of filing claims;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The City of Brigantine will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the City to pay additional fees.

2.23 Ownership of Material

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the City at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the City, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the City upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City. All information supplied to the city may be required to be supplied on CD-ROM/USB flash drive media compatible with the City’s computer operating system windows based, Microsoft Office 2010.

Under state and federal statutes, certain government records are protected from public disclosure. The City, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The City reserves the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFP Packages

Official City Request for Proposal (RFP) packages for routine goods and services are available from www.Brigantinebeach.org at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The City is not responsible for third party supplied RFP documents.

2.25 Altering Official Document

Respondents shall not write in any margins or alter the official content of City of Brigantine RFP document.

2.26 RFP Preparation of Forms

RFPs **must be signed in ink by the respondent**; all quotations shall be made with a typewriter, computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Finance office prior to contract award. The form is available at the following link: http://www.irs.gov/pub/irs-pdf/fw9.pdf

2.28 Conflict of Interest

Successful counsel is required to be free of any conflict of interest. As the City is a public entity, please note that the City is precluded by the Rules of Professional Conduct from waiving conflicts of interest. If your firm is awarded a contract, you have an ongoing obligation during the term of your designation to disclose any and all actual or potential conflicts and to not accept matters adverse to the City. Additionally, retained counsel shall not disclose any confidential information learned or received in any way as part of retention, either during the term of service or at any time thereafter.

2.29 No Endorsement

Award of professional services contract does not constitute an endorsement by the City of Brigantine. A firm awarded a professional services contract shall not promote or advertise its designation without first obtaining the City's permission.

2.30 Effect of Award

Being awarded a contract as a professional service provider to the City does not guarantee any work or the assigning of any cases and does not bind the City to guarantee any form of employment or engagement.

2.31 Open Public Records Act

Respondents are hereby advised that their responses may be subject to dissemination under the Open Public Records Act ("OPRA") or the common law right of access.

2.32 Prompt Payment – Goods & Services - P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a

contracting unit award to a “business concern” under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law’s effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines “Business Concern” as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a “public utility” as defined in N.J.S.A. 48:2.13.

2.33 Insurance

It is understood that being selected as professional that the individual or business is not covered under the City of Brigantine’s Insurance.

3. SCOPE OF WORK

3.1 AUDITOR

Candidate must be a licensed Registered Municipal Accountant (RMA) in good standing with the New Jersey State Board of Accountancy. Candidate must have experience and demonstrated ability to manage New Jersey municipal audits and to conduct on-line bond and note sales. Candidate should provide an hourly fee for all services; and may propose alternative compensation structures for consideration by City Council. Candidate may be required to attend City Council meetings from time to time, at the direction of the City Manager.

3.2 MUNICIPAL ATTORNEY and/or CONFLICT ATTORNEY

Candidate must be a licensed attorney in good standing in the State of New Jersey. Candidate must have experience in representing New Jersey governmental entities and/or agencies as their solicitor/chief counsel. Candidate will be expected to provide legal advice and counsel to City Council on a wide range of legal issues arising under various areas of law, including without limitation municipal law, the New Jersey Tort Claims Act, municipal land use, tax appeals, the New Jersey Local Fiscal Affairs Law and the Local Public Contracts Law. Candidate will be required to attend all meetings of City Council, and to prepare such ordinances, resolutions and other documents as may be required by City Council. Candidate may be assigned in Council's discretion, to represent the City in various litigated matters, including (by way of example and not limitation), contractual disputes, tax appeals and such other matters as are not handled by the City's Labor Attorney or insurance counsel. Candidate should provide an hourly rate for all services. Candidates are encouraged to also propose alternative compensation structures for consideration by City Council. Such alternatives may include (by way of example and not limitation) flat fees for certain services, variable rates for different categories or types of services, and an overall "cap" or "not-to-exceed" amount for all services during the contract term.

In result of a conflict with the selected attorney, a conflict attorney will be appointed as well. Please indicate in proposal that your firm would be willing to be appointed as conflict attorney.

3.3 CONSULTING ENGINEER

Candidate must be a licensed Professional Engineer and a Certified Municipal Engineer in good standing in the State of New Jersey. Candidate must have experience and demonstrated expertise as a Municipal Engineer in New Jersey and with the New Jersey Public Contracts Law. Proposals should include an hourly rate for all services.

3.4 MUNICIPAL LABOR COUNCIL

Candidate must be a licensed attorney in good standing in the State of New Jersey. Candidate must have experience in representing governmental agencies in labor relations, including but not limited to, contract negotiations, interest arbitration, and grievance procedures. Candidate should also have experience handling matters involving the New Jersey Public Employee Relations Commission (PERC). Candidate may be required to attend City Council meetings from time to time, at the direction of the City Manager.

3.5 BOND COUNCIL

Candidate must be a licensed attorney in good standing in the State of New Jersey. Candidate must have experience in governmental bonding in the State of New Jersey, and must possess a demonstrated proficiency in New Jersey Local Bond Law, Local Budget Law, Fiscal Affairs Law and the rules and regulations related thereto, including without limitation those promulgated by the NJ Division of Local Government Services and the NJ Local Finance Board. Candidate may be required to attend City Council meetings from time to time, at the direction of the City Manager. The Proposal must state the candidate's hourly rate, and must list separately the candidate's fee to draft a multipurpose bond ordinance, and a fee to assist in the sale of bonds and notes.

3.6 PUBLIC DEFENDER and/or ALTERNATE PUBLIC DEFENDER

Candidate must be a licensed attorney in the State of New Jersey with experience defending members of the public in municipal and/or Superior Court. Candidate must be familiar with New Jersey motor vehicle and criminal statutes, and must be available for court sessions as scheduled by the Brigantine City Municipal Court (2025 schedule is available in the court offices). Please indicate if you would like to be considered as an alternate attorney if not selected as primary.

3.7 MUNICIPAL PROSECUTOR and/or ALTERNATE MUNICIPAL PROSECUTOR

Candidate must be a licensed attorney in the State of New Jersey with experience prosecuting criminal matters in municipal and/or Superior Court. Candidate must have experience with New Jersey motor vehicle and criminal statutes, and must be available for court sessions as scheduled by the Brigantine City Municipal Court (2025 schedule is available in the court office). Please indicate if you would like to be considered as an alternate attorney if not selected as primary.

3.8 PLANNER AND GRANT CONSULTANT

Candidate must be a licensed Professional Planner in good standing in the State of New Jersey and hold certification from The American Institute of Certified Planner. Candidate must have experience and demonstrated familiarity with New Jersey land use law and municipal grant writing. Candidate should include both an hourly rate for all services and an alternative per-meeting flat fee, which would include preparation for and attendance at various municipal meetings if requested.

3.9 PLANNING BOARD PLANNER

Candidate must be a licensed planner in good standing in the State of New Jersey. Candidate must have experience and demonstrated familiarity with New Jersey land use and environmental law. Candidate should include both an hourly rate for all services; and an alternative per-meeting flat fee, which would include preparation for and attendance at each Board meeting.

3.10 PLANNING BOARD ATTORNEY

Candidate must be a licensed attorney in good standing in the State of New Jersey. Candidate must have experience either representing or appearing before New Jersey municipal planning and/or zoning boards, with preference given to experience representing such boards. Candidate must be able to prepare decisions and resolutions as required by the Board. Candidate should include both an hourly rate for all services; and an alternative per-meeting flat fee, which would include preparation for and attendance at the meeting, and preparation of all necessary decisions and resolutions for that meeting.

3.11 PLANNING BOARD ENGINEER

Candidate must be a licensed engineer in good standing in the State of New Jersey. Candidate must have experience and demonstrated expertise in New Jersey Municipal Land Use law pertaining to site plan and subdivision applications and must be familiar with CAFRA regulations. Candidate should include both an hourly rate for all services; and an alternative per-meeting flat fee, which would include preparation for and attendance at each Board meeting.

3.12 REGISTERED MUNICIPAL FINANCIAL ADVISOR

Must be an Independent Municipal Advisor IRMA to provide guidance and advice with regard to Debt Issuances and recommendations concerning overall debt issuance, including coordination of future financing as well as provide post- issuance arbitrage compliance.

3.13 CONTINUING DISCLOSURE AGENT

Should be an Independent Municipal Advisor and have experience with Municipal Secondary Disclosure to be appointed as third party designated agent to assist the City of Brigantine with absolute compliance with secondary market disclosure obligations in order to maintain access to capital markets and remain in regulatory compliance with Continuing Disclosure Agreements (CDAs) .CDAs are routinely entered into when bonds are issued and establish the issuer's obligation to provide annually, within certain timeframes, financial information, operational information and notification of significant events as they occur by filing with the appropriate repository established by the MSRB. (Please refer to the SEC's minimum requirements.)

3.14 RISK MANAGEMENT CONSULTANT

The City of Brigantine is a member of the Atlantic County Municipal Joint Insurance Fund (ACM JIF).

Candidate must be a licensed insurance agent in good standing in the State of New Jersey and must have a C.P.C.U. degree. The successful applicant shall have a minimum of five (5) years of experience as a Risk Management Consultant within the ACMJIF or a minimum of five (5) years' experience as a Risk Management Consultant for a Municipality in MEL affiliated Joint Insurance Fund.

Of primary importance to the City of Brigantine is a firm that is familiar with the local operations of the city with a thorough understanding and mastery of municipal risk as well as the programs and services provided through the ACM JIF.

The Applicant selected through this process is to understand that they shall be required to comply with the **Non-Disclosure Agreement** as dictated by the ACMJIF. Specifically, the contract may be voided by the City if the Risk Management Consultant fails to disclose an actual or potential conflict of interest as defined in the ACMJIF's Bylaws, or in N.J.S.A. 40A:9-22.1 et. seq. (the "Local Government Ethics Laws") and including, but not limited to, any interest, direct or indirect, in any other servicing organization providing services to the city. Any potential respondent to this RFP who cannot comply with this policy is discouraged from submitting a proposal.

The applicant shall have the following capabilities and provide the following services:

A. Shall be a New Jersey licensed Property and Casualty insurance producer who has demonstrated prior experience in the management of public insurance risks.

B. Shall demonstrate knowledge of the ACM JIF Programs and Services.

C. Shall demonstrate knowledge of the City of Brigantine's operations and exposures.

D. Provide that its officials, officers, employees and appointees shall cooperate with the Fund, the Fund Attorney, Claims Administrator and any designated Defense Attorney in the defense of all claims, including any procedures established by the Executive Committee for the handling of claims, Notices of Claims and litigation.

E. Advise the City on risk management matters and the appropriateness of coverage or optional coverage offered by the ACMJIF.

Minimum Services:

- The Role of the Risk Management Consultant is to provide Professional Risk Management services to the city as follows:
- The Consultant shall assist the City in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
- The Consultant shall assist the City in understanding and selecting the various types of coverage available from the ACM JIF.
- The Consultant shall review with the City any additional types of coverage that the Consultant believes the City should purchase that are not available from the ACMJIF. The Consultant shall purchase and bind any additional types of coverage authorized by the City.
- The Consultant shall assist the City in the preparation of applications, statements of values and other documents requested by the ACMJIF. However, this Agreement does not include any appraisal work by the Consultant.
- The Consultant shall review the City's annual assessment as prepared by the ACM JIF, and shall assist the City in the preparation of its annual insurance budget.
- The Consultant shall review the loss and engineering reports for the City, and shall assist the Safety Committee in its loss containment objectives within the City.
- The Consultant shall attend and actively participate in the City's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- The Consultant shall attend the City's Member Accident Review Panel meetings and assist the City in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- The Consultant shall assist the City in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- The Consultant shall assist the City in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- The Consultant shall assist the City with the timely and accurate reporting of all claims, which shall include the establishment and implementation of claims reporting procedures.
- The Consultant shall assist, when requested by the City and/or the Claims TPA, with the investigation of claims filed against the City.
- The Consultant shall review the City's loss data on a regular basis and prepare reports to the City on recent losses, open claims, and loss trends.
- The Consultant shall review the performance of the City's Claims TPA on a quarterly basis including reserving practices, adjuster claim counts, and supervisor file review.
- The Consultant shall assist the City by reporting to the ACM JIF through ORIGAMI changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- The Consultant shall assist the City and ACMJIF professionals in the annual renewal process including the gathering and verification of exposure data.
- The Consultant shall order Certificates of Insurance from the ACMJIF.
- The Consultant shall review Certificates of Insurance received by the City.

- The Consultant shall review proposed contracts between the City and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.

- The Consultant shall evaluate and advise the City on the risk management aspects of public events being staged or sponsored by the City.

- The Consultant shall review the annual coverage documents to verify the accuracy of the policies.

- The Consultant shall respond to questions regarding coverage from the City's officials.
- The Consultant shall actively attend and participate on the ACMJIF Subcommittees as authorized by the ACM JIF Bylaws.

- The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the City of Brigantine outlining the City's Insurance, Claims Record, and participation in the JIF Safety Program.

- The Consultant shall assist the City with the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally performed by a public adjuster.

- The Consultant shall perform any other services required by the Fund's Bylaws or the City.

The above listing represents some of the general duties of the Risk Management Consultant. Your response must demonstrate your understanding of the role by expanding on the above duties and describing other services that you will provide.

EXPERIENCE:

Candidate must be a licensed insurance agent in good standing in the State of New Jersey and must have a C.P.C.U. degree. The successful applicant shall have a minimum of five (5) years of experience as a Risk Management Consultant within the ACMJIF or a minimum of five (5) years' experience as a Risk Management Consultant for a Municipality in MEL affiliated Joint Insurance Fund.

Demonstrate familiarity with and knowledge of:
- ORIGAMI
- ACMJIF Safety Programs
- ACMJIF Claims Programs
- ACMJIF Risk Management Programs
- ACMJIF Reports

FEES:

The fee for this contract has been established by the City of Brigantine as outlined in herein. The city is not seeking competitive pricing proposals. Instead, the City is seeking proposals from qualified firms/individuals that can provide the services established in this Section.

3.15 HEALTH INSURANCE BROKERAGE SERVICES

All Brokers submitting proposals shall be currently licensed and authorized by the State of New Jersey, Department of Insurance, to do business in the State of New Jersey and must have a favorable record. The length of term of the initial contract shall commence upon award of the contract and shall expire on December 31, 2023. The City reserves the right to extend the contract. The successful broker shall comply with all local, state and federal directives, orders, regulations or laws as applicable to this agreement.

For coverage's written, timeliness is essential and the selected broker shall agree to place coverage and issue binders prior to each policy's respective expiration. Policies and/or endorsements are expected to be provided as soon as practicable after inception or renewal of the respective contract. The selected broker will negotiate

on the City's behalf for the renewal of policies/endorsements. The Broker will maintain open communication with the City about trends of the market and impacts anticipated on the financial budget of the City as requested or as dictated by market activity.

The following documents are required for submission with the proposal:

1. Broker Response Form;
2. A list of carriers represented;
3. Affirmative Action Statement;
4. Insurance for professional liability coverage with limits as to liability acceptable to the City of Brigantine;
5. Financial Disclosure Statement pursuant to N.J.S.A. 40A:9-22(1) *et seq*.;
6. Affirmative Action Statement pursuant to N.J.S.A. 10:5-1 *et seq*.;
7. New Jersey Business Registration Certificate; and
8. Any other standard bid documents appended to this proposal to be completed by Respondent.

The scope of services to be included in the proposals must include the following:

1. Negotiating annual renewal of coverages from carriers for Hospital, Medical-Surgical, Major Medical, Prescription Drug and Dental coverage. Seek competitive quotes from other health benefit carriers and provide advice and recommendations for consideration. Preparation of all necessary bid specifications, evaluation of bids, coverage and premium analysis, and recommendation of carrier.
2. Review policies and endorsements for accuracy and conformance with the negotiated coverages. Insure the timely issuance of policies and endorsements to the City.
3. Analyze and review all health benefit carrier proposed settlements, claims history, group utilization, reserves, claims processing, and other plan costs and expenses to provide information and recommendation to the city.
4. Assisting the City employees in setting claims or grievances relating to health benefit issues. Assist the City with health benefit plan administration and provide advice and guidance on new laws, regulations and procedures in the area of health benefit administration.
5. Assisting the City's personnel in processing of enrollments, terminations, changes, COBRA notification processes and applications, and other forms for administration and claims.
6. Providing the City administration with reasonable preliminary renewal figures during the budget process.
7. Attend on request City meetings, budget meetings, and union negotiation meetings, whenever necessary.
8. Assist the City's Personnel Office with required employee presentations.
9. The Respondents ultimately selected through this RFP will be responsible for assisting the City with all aspects of its health insurance consulting/brokerage services and for the administration and management of all aspects of the City's health and welfare insurance programs; this includes but is not limited to Medical, Prescription, Dental and Vision programs.

The following items are to be clearly addressed in the proposal responses for broker services for health insurance. If an item is not applicable to your proposals, clearly indicate "not applicable" for the item and the reason it is not applicable.

1. Name of firm.
2. Location of the office that would service our account.
3. A narrative statement (no more than 1 page) of the Respondent's understanding of the City's needs and goals.
4. How many years has the firm been dealing in the New Jersey public employer arena?
5. What percentage of your firm's current clients are public employers?
6. Describe the proposed management of the account as detailed as possible, (use bullet

listing) including the identification of the account executive directly responsible for the overall management of the account. The industry-specific experience and functions of the account executive are to be clearly outlined along with the roles and identification of support personnel for the account.

7. Identify the other employees who will be assigned to service the account of the City of Brigantine. Highlight their experience in the service area they will provide, along with resumes.

8. Outline the program the account team will implement in working with City administration and staff to provide transition in new and/or existing programs, to communicate the scope of benefits program with employees. Outline the administrative support and organization included by the broker services team for carrier changes. Outline how a change of carriers, if warranted, would be disseminated to employees, including the means to convey the implication of the changes in their personal benefits.
9. Describe your experience and relationship with the City of Brigantine's existing health, dental and prescription program carriers.
10. Provide three (3) current public employer client references in New Jersey with covered employees in the range of 50 to 100 covered employees. List the lines of coverage you service for each reference.
11. Provide a list of three current or former private clients in Atlantic County, if any, with a contact name, title and telephone number.
12. Provide a sample of the information which would be provided to the City detailing the outcome of your renewal negotiation efforts, ongoing service efforts and analysis of competitive markets.
13. Specify in detail the claims administration services and covered employee support that will be provided to the City of Brigantine, such as hours of availability, extent of clinical and insurance expertise and number of employees rendering this service.
14. Specify how the firm will routinely serve the city and its administration in the annual and intermittent enrollment processes, written communications, employee meetings, employee information updates, employer responsibilities updates, benefits usages and limitations, etc.
15. Does your firm provide a toll-free number and/or internet access and support? What access will be made available to administrators and to employees? Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.
16. Describe the firms' methods for development of specifications to obtain competitive health insurance policy quotes and the means of communicating with the City administration the results.
17. Describe the support and resource services that will be available to the City for collective bargaining negotiations process.
18. Describe how your firm will review plan documents for compliance with applicable laws and contracted agreements. Describe how the firm will support the city personnel in comprehending and implementing compliance and process for HIPAA.
19. Describe your firm's commitment to the responsibility for representing accurately the scope of coverages being made available by the carriers recommended and selected in the quoting process.
20. Please cite which, if any, public employer groups in Atlantic County you have willingly moved into a program, like the NJ State Health Benefits Plan, that pays no commission simply because it represented the best option for the client.
21. Respondents shall provide the following:

    - List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the city. For purposes of the above, immediate relative means a spouse, parent, stepparent, brother, sister, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

    - List any, if company or any employee(s) of Respondent's company are barred from working with any major insurance carriers within the State of New Jersey.

- Qualifications of all significant subcontractors used in connection with the servicing of this account.

FEE PROPOSAL

Respondents are asked to provide fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities.

3.16 PROJECT MANAGEMENT CONSULTANT

The applicant must be a professionally experienced consultant in project planning for City projects, not limited to Infrastructure and project planning, grant funding and consulting.

FEE PROPOSAL

Respondents are asked to provide fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities

3.17 MUNICIPAL ENGINEER

An in-house part-time position with the City of Brigantine. The applicant (firm) applying must be a certified engineer with experience with municipal engineering. This is non-pensionable appointment. Duties are to include assistance in project management and bid processing.

FEE PROPOSAL

Respondents are asked to provide fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities

3.18 Information and Technology Consulting

The applicant will be certified and licensed to maintain the City Information and Technology equipment, keep the City compliant with cyber security standards set by the Joint Insurance Fund.

FEE PROPOSAL

Respondents are asked to provide fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities

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CITY OF BRIGANTINE

EXCEPTIONS

For each exception, the bidder must identify the specific section of specifications by providing the number and title of exception applies to. It is the responsibility of the bidder to document the equivalence claim in writing. Submitting product brochures is not an acceptable claim of equivalence.

(IF NONE SO STATE)

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USE ADDITIONAL SHEET IF NECESSARY

4. PROPOSAL REQUIREMENTS

4.1 QUALIFICATION STATEMENT AND PROPOSAL

Respondents are requested to submit a Qualification Statement and Proposal for each category. The Qualification Statement and Proposal for each category shall be no more than three typed, singled sided, 8 ½" x 11" sheets in length. The Qualification Statement and Proposal must contain all requirements of the RFP and the following information.

1. A statement that your firm is interested in performing the work described in this RFP.

2. The address of the office in which the work will be performed.

3. The name and title of the individuals who will be assigned to the project(s).

4. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost-effective manner.

Resumes of key personnel must be submitted along with your firms' proposals. Each resume shall be a maximum of two, single sided, 8 ½ "x 11" sheets in length and must highlight education, professional credentials, and work performance on projects similar to that described in this RFP. A resume of the primary partner, as well as the resume(s) of key personnel must be included.

Qualification Statements and Proposals will be reviewed and evaluated by staff from the City of Brigantine. It is anticipated that review of Qualification Statements and Proposals will be completed during the month of December 2019.

One proposal package is acceptable as long as the category boxes that apply to that proposal are checked. This means that the qualifications and resumes can be combined into one package with the administrative forms under a single Proposal Cost Form/Signature Page with the appropriate categories checked. This is considered the proposal package and two printed copies along with one original signed in ink and a PDF of the package on a CD or USB drive shall be submitted.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule for the period of January 1, 2026 through December 31, 2026.

4.2 REFERENCES

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of Client
2. Address of Client
3. Contact Person's Name
4. Contact Person's Title
5. Telephone Number
6. Email
7. Dates of Service

5. EVALUATION, REVIEW AND SELECTION PROCESS

5.1 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The City will either award the Contract within the applicable time period or reject all proposals.

The City may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the City that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The City reserves the right to waive any minor informality in the RFP.

5.3 EVALUATION PROCESS

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. The City reserves the right to reach out to the respondents to get clarification on Proposals on specific items if necessary, during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Purchasing Agent.

5.4 EVALUATION CRITERIA

The criterion considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

5.4.1 UNDERSTANDING OF THE REQUESTED WORK

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 KNOWLEDGE OF TECHNICAL COMPETENCE

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.3 MANAGEMENT, EXPERIENCE AND PERSONAL QUALIFICATIONS

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In additional to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.4 ABILITY TO COMPLETE THE SERVICES IN A TIMELY MANNER

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.5 COST

Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the City before such work is initiated. The City shall pay for such approved services, at the rate or cost agreed upon between the City and contractor, and provided the respondent has provided a schedule of fees for additional services with this RFP.

Any services not included as part of any resulting contract scope of services must be approved and authorized by the City before such work is imitated. The City shall pay for such approved services, at the rate or cost agreed upon between the City and contractor and provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 PAYMENT

Payment will be made after a properly executed City voucher has been received and formally approved on the voucher list by the City Council at its subsequent regular meeting. The voucher will be certified correct by the departments who received the goods or services.

5.6 TERM OF CONTRACT

January 1, 2024 – December 31, 2024.

5.7 NOTICE OF AWARD

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

CITY OF BRIGANTINE
RFP DOCUMENT SUBMISSION CHECKLIST

Required With Response		Read, Signed and Submitted (Respondent's initials)
A.	**FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP**	
☒	Stocker Disclosure Certification	_____
☒	Affidavit of Non-Collusion, properly notarized	_____
☒	Required Evidence EEO/Affirmative Action Regulations Questionnaire Submit Copy of State Certificate of Employee Information Report	_____
☒	Proposal Cost Form / Signature Page	_____
☒	Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued)	_____
☒	Disclosure of Investment Activities in Russia/Belarus – Submit with bid response	_____
☐	Other:	_____
B.	**MANDATORY ITEMS, REQUIRED NO LATER THAN TIME PERIOD INDICATED**	
☒	Business Registration Certificate – Bidder – Prefer with Bid Response Required by Law Prior to Award of Contract	_____
☒	License(s) or Certificates Required by the Specifications – RFP Response	_____
☒	Certificates of the Required Insurance Naming Brigantine Additionally Insured Required Prior to Award of Contract	_____
☒	Evidence of Medical Malpractice or Professional Liability Insurance: Supply Certificate Prior to Award of Contract	_____
C.	**FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF RFP <u>MAY</u> BE CAUSE FOR REJECTION**	
☒	Qualification Statement	_____
☒	Key Personnel Information	_____
☒	Three (3) references for similar projects	_____
☒	CD or USB Flash Drive with PDF of RFP along w/printed Copies CD or USB Flash Drive must be labeled with respondent's name	_____
D.	**READ ONLY**	
	Americans with Disability Act of 1990 Language	_____

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 respondent bidder of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____ Phone: _____

CITY OF BRIGANTINE
PROPOSAL COST FORM / SIGNATURE PAGE

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

PROFESSIONAL AND LEGAL SERVICES

Please Check

- ☐ 3.1 Municipal Auditor
- ☐ 3.2 Municipal Attorney and/or Conflict Attorney
- ☐ 3.3 Consulting Engineer
- ☐ 3.4 Municipal Labor Counsel
- ☐ 3.5 Bond Council
- ☐ 3.6 Public Defender and/or Alternate Public Defender
- ☐ 3.7 Municipal Prosecutor and/or Alternate Township Prosecutor
- ☐ 3.8 Planner and Grant Consultant
- ☐ 3.9 Planning Board Planner
- ☐ 3.10 Planning Board Attorney
- ☐ 3.11 Planning Board Engineer
- ☐ 3.12 Registered Municipal Financial Advisor
- ☐ 3.13 Continuing Disclosure Agent
- ☐ 3.14 Risk Management Consultant
- ☐ 3.15 Health Insurance Brokerage Services

- ☐ 3.16 Project Management Consultant
- ☐ 3.17 Municipal Engineer

- ☐ 3.18 Information and Technology Consultant

The undersigned is a (Corporate / Partnership / Individual) under the laws of the State of _____ having

Its principal office at _____

_____	_____
Company	Federal I.D. # or Social Security #
_____	_____
Address	
_____	_____
Signature of Authorized Agent	Type or Print Name
_____	_____
Telephone Number	Date
_____	_____
Fax Number	Email Address

CITY OF BRIGANTINE
OWNERSHIP DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

☐ Partnership	☐ Corporation	☐ Sole Proprietorship
☐ Limited Partnership	☐ Limited Liability Corporation	☐ Limited Liability Partnership
☐ Subchapter S Corporation	☐ Other, Please List _____	

The list below contains the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there **are NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below.** If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, **in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.**

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

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

☐ I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

☐ Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filling with the Security Exchange Commission (SEC), or foreign equivalent

Submit here the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

_____

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

_____

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

(**Note:** Attach additional pages if necessary)

_____ _____
(Respondent/Respondent Authorized Signature) (Date)

CITY OF BRIGANTINE
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

State of _____

County of _____ ss:

I, _____ residing in
_____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of
_____,
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP entitled
_____,
(Title of Proposal)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 in this affidavit
are true and correct, and made with full knowledge that the City of Brigantine relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. 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 maintained by

_____.
(Name of Firm/Company)

_____
(Signature of Affiant)

_____
(Type or Print Name of Affiant)

CITY OF BRIGANTINE
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the city files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors
1.Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? **Yes** ☐ **No** ☐
If yes, please submit a photocopy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the City as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? **Yes** ☐ **No** ☐
If yes, please submit a photo copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

Company: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

CITY OF BRIGANTINE
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-36 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 et seq.
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 city employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor 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 decision

CITY OF BRIGANTINE
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(CONTINUED)

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; and

Employee Information Report Form AA302

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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by: _____
(Name of the Firm)

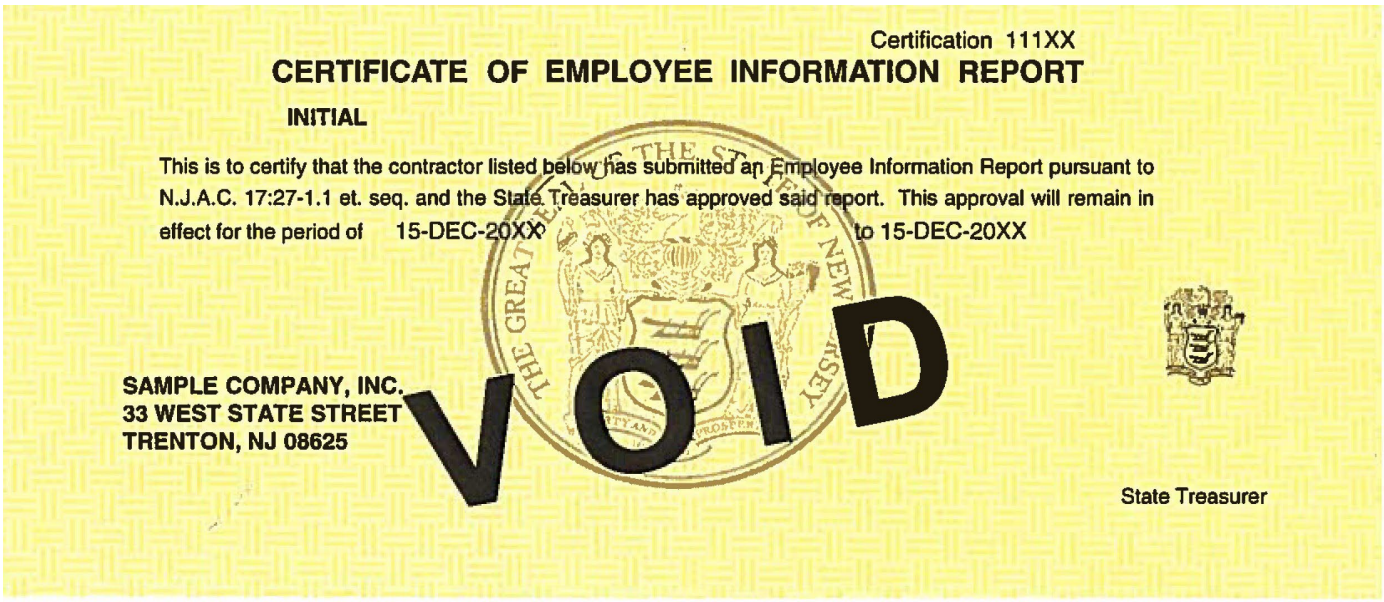
Name: _____
(Please print or Type)

Signature: _____

Title: _____

Dated: _____

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID

State Treasurer

CITY OF BRIGANTINE

AMERICANS WITH DISABILITIES ACT 1990
Equal Opportunity for Individuals with Disability

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. S121 01* 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 there unto, are made a part of this contract. In providing any aid, 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's 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 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 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 proceeding 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.

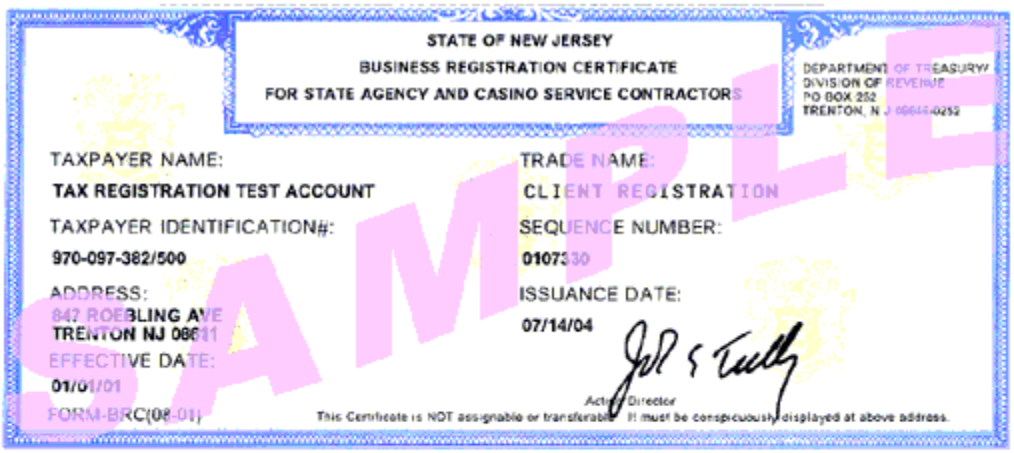
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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.

CITY OF BRIGANTINE

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 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

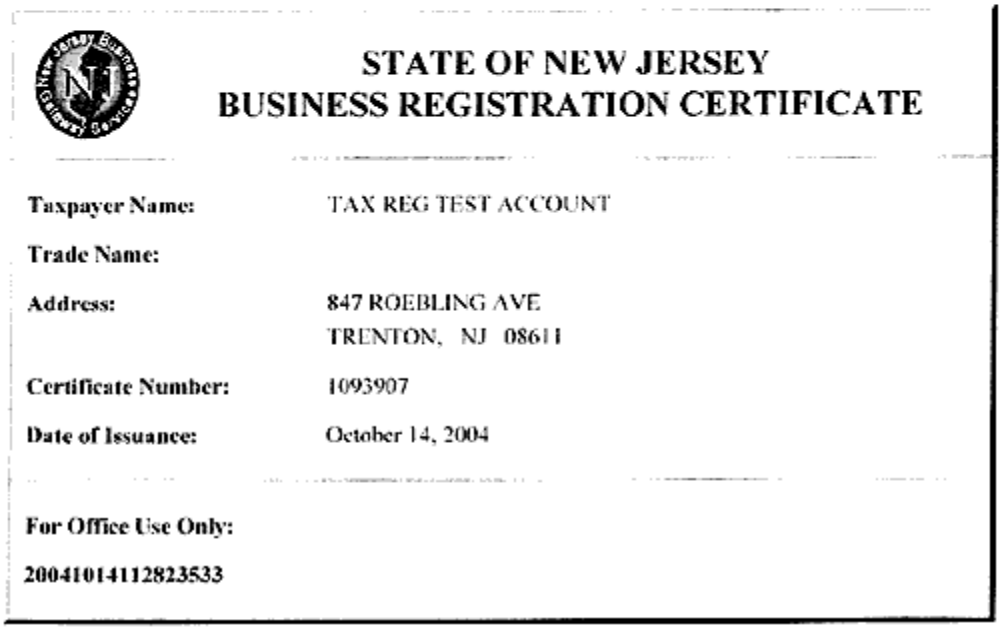
EFFECTIVE DATE:
01/01/01

Acting Director

FORM-BRC(08-01)

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

SAMPLE



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

CITY OF BRIGANTINE

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder does hereby acknowledge the receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

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 "Vendor[i]") 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 (City/State/Zip Code)	Vendor's Email Address

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF BRIGANTINE

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <*name of business entity*> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <*name of entity of elected officials*> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐Partnership ☐Corporation ☐Sole Proprietorship ☐Subchapter S Corporation

☐Limited Partnership ☐Limited Liability Corporation ☐Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity:_____

Signature of Affiant:_____Title:_____

Printed Name of Affiant :_____ Date:_____

Subscribed and sworn before me this ___ day of _____, 2___.

_____

(Witnessed or attested by)

My Commission expires:

_____

(Seal)

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

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

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

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

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

~~~~~~~~~~~~~~~~~~~~~~

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

19:44A-3 Definitions. In pertinent part…

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

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

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

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)
~~~~~~~~~~~~~~~~~~~~~~