

**REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES
2026**



CONTRACT NUMBER: 2026-18
ARBITRAGE REBATE CONSULTANT

BOROUGH OF SEASIDE PARK, OCEAN COUNTY, NJ
1701 N OCEAN AVENUE, SEASIDE PARK, NJ 08752

SUBMISSION DEADLINE: NOVEMBER 13, 2025, at 10:00 AM

MAYOR: JOHN A. PETERSON, JR.

COUNCIL PRESIDENT: MARTY WILK, JR.

BOROUGH COUNCIL:
RAY AMABILE
GINA CONDOS
JOE CONNOR
BILL KRAFT
JERRY ROTONDA

BOROUGH OF SEASIDE PARK
COMPETITIVE CONTRACT REQUEST FOR PROPOSALS

Notice is hereby given that sealed proposals will be received by the Municipal Clerk, for the Borough of Seaside Park, County of Ocean, State of New Jersey, on November 13, 2025 at 10:00 am prevailing time at Borough Hall, 1701 N Ocean Avenue, Seaside Park, NJ, at which time and place all proposals will be opened and read in public for:

Contract 2026-01 Borough Attorney
Contract 2026-02 Special Legal Counsel
Contract 2026-03 Special Counsel/Labor Attorney
Contract 2026-04 Borough Bond Counsel
Contract 2026-05 Borough Auditor
Contract 2026-06 Borough Engineer
Contract 2026-07 Special Projects Engineer
Contract 2026-08 Borough Appraiser for Real Estate Tax Appeals
Contract 2026-09 Affordable Housing Counsel
Contract 2026-10 Municipal Prosecutor
Contract 2026-11 Alternate Prosecutor
Contract 2026-12 Municipal Public Defender
Contract 2026-13 Conflict Municipal Public Defender
Contract 2026-14 Planning Board Attorney
Contract 2026-15 Planning Board Engineer
Contract 2026-16 Financial Advisor Planners
Contract 2026-17 Professional Planner
Contract 2026-18 Rebate Consultant

Specifications and other bid information may be obtained from the Municipal Clerk's Office, 1701 N Ocean Ave, Seaside Park, NJ 08752 during regular business hours or from the Borough website: seasideparknj.org. Proposals must be made on the proposal forms included with the specification, enclosed in a sealed package bearing the name and address of the bidder and "RFP [Contract Number], [Professional Service Appointment]" on the outside, addressed to Jenna Jankowski, at the address above.

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

The Borough of Seaside Park will award this competitive contract in accord with price and other factors as outlined with N.J.S.A. 40A:11-1 et seq., and N.J.A.C. 5:34-4.1 et seq.

Jenna Jankowski, Borough of Seaside Park

INSTRUCTIONS TO BIDDERS

I. SUBMISSION OF PROPOSALS

- a. Sealed proposals shall be received by the Borough of Seaside Park, hereinafter referred to as “Borough,” in accordance with the public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- b. Sealed proposals shall be received by Jenna Jankowski at the 10:00 am prevailing time at 1701 N Ocean Avenue, Seaside Park, NJ as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- c. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked “BID” with the contract title and bid# of the contract being bid. The bidder shall include two (2) hard copies and one (1) by digital media.
- d. It is the bidder’s responsibility to present bids to the owner prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, the Borough disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section (c), above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
- e. Sealed bids forwarded to the Borough before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- f. More than one bid from an individual, firm or partnership, a corporation or association under the same names shall not be considered.
- g. All prices and amounts must be written in ink or, preferably, machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposals form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with the applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- h. Each bid proposal form must give the full business address, business phone, fax, email, the contract person of the bidder, and be signed by an authorized representative as follows;

- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the of the State in which incorporated and must contain the signature and designation of the president, secretary, or other person authorized by law to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- i. Bidders should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34 et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- j. Pay-to-Play Disclosure – 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.
- k. RFP packages are available from the Borough’s website at: seasideparknj.org at no cost to the prospective respondents. All addenda are posted on this site.

II. INTERPRETATIONS AND ADDENDA

- a. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Borough. The bidder accepts the obligation to become familiar with these specifications.
- b. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- c. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing and addressed to the Borough's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) days prior to the date fixed for the opening of the bid for goods and services.
- d. All interpretations, clarifications, and any supplemental instructions will be in the form of written addenda to the specifications and notice will be provided through an advertisement in the Asbury Park Press, sent to potential bidders who provided a physical address or email address when obtaining a copy of the bid package, or had submitted a bid submission. All addenda so issued shall become a part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The Borough's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the Borough shall provide required notice to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from jjankowski@seasideparknj.org. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

- e. Discrepancies in Bids
 - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error

of the summation of the extended totals, the computation by the Borough of the extended totals shall govern.

III. INSURANCE AND INDEMNIFICATION

The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 AM EST at the start of the day of the contract and remain in effect for the duration of the contract.

a. Insurance Requirements

- The Respondent shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Borough. The Respondent shall provide a certified copy of the policies and/or certificate of insurance satisfactory to the Borough prior to the commencement of work. The Respondent must maintain Workers' Compensation insurance in accordance with the laws of the State of New Jersey. The Respondent shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis, must not be altered by any endorsement limiting coverage. Limits of liability shall not be less than \$1,000,000. The Borough must be named as an additional insured.

b. Indemnification

- The contract shall indemnify and hold harmless the Borough, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the Borough may be subjected or put by reason of injury to the person or property of another, or the property of the Borough, resulting from:
 - Negligent acts or omissions on the part of the contractor, the contractor's agents, servants, or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and
 - The use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of its contract.

IV. PRICING INFORMATION FOR PREPARATION OF BIDS

- a. The Borough is exempt from any local, state or federal sales, use or excise tax. The Borough will not pay for N.J. State Sales and Use Tax that are included in any invoices.
- b. No minimum purchase is implied or guaranteed.

V. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

a. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as Attachment A in this specification.

- Goods, Professional Services, and General Service Contracts
Each contractor shall submit to the Borough, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - A 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 must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
 - A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency 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 successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

b. New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in Attachment B of this document.

c. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification as Attachment C. The contractor is obligated to comply with the Act and to hold the Borough harmless for any violations committed under the contract.

d. Statement of Ownership

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, and member exceeding the ten percent ownership, have been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S Corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not for profit entities should fill in their name, check that not-for-profit box, and certify the form. No other information is necessary.

e. Proof of Business Registration

Pursuant to N.J.S.A. 52:32-44, the Borough of Seaside Park ("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 Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the

Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- 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.
- The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

f. **Disclosure of Investment Activities in Iran**

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

g. **Certification of Non-Involvement in Prohibited Activities in Russia or Belarus**

P.L. 2022, c.3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods and services with persons or entities engaging in prohibited activities in Russia or Belarus. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.2 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

h. Document Checklist

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. This document serves as a guide to bidders of the documents that are required to be submitted with the bid

i. Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the bid proposal

j. Federal Debarment Certification

Pursuant to N.J.S.A. 52:32-44.1 (P.L. 2019, c. 406), any natural person, company, firm, association, corporation, or other entity prohibited or “debarred” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. Prior to awarding a contract for public work, a local unit must obtain written certification from the entity attesting to their non-debarment from contracting with federal government agencies.

VI. METHOD OF CONTRACT AWARD

- a. The length of the contract shall be stated in the technical specifications. Pursuant to N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.
- b. The Borough will evaluate proposals based on the criteria listed in N.J.A.C. 5:34-4.2:
 - Technical criteria (Max 20 Points)
 - Does the vendor’s proposal demonstrate a clear understanding of the scope of work and related objectives?
 - Is the vendor’s proposal complete and responsive to the specific RFP requirements?
 - Has the past performance of the vendor’s proposed methodology been documented?
 - Does the vendor’s proposal use innovative technology and techniques?
 - Management criteria (Max 50 points)
 - How well does the proposed scheduling timeline meet the contracting unit’s needs?
 - Is there a project management plan?

- Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?
- Does the vendor document industry or program experience?
- Does the vendor have a record of moral integrity?
- To what extent does the vendor rely on in-house resources vs. contracted resources?
- Is the availability of in-house and contract resources documented?
- Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
- Does the vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small, and/or minority-owned business establishments?
- Cost criteria (20 points)
 - Relative Cost: How does the cost compare to other similar scored proposals?
 - Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?
 - If required, are suitable bonds, warranties, or guarantees provided?
 - Does the proposal include quality control and assurance programs?
- c. The form of contract shall be submitted by the Borough to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Borough; material exceptions shall not be approved.
- d. Successful respondent shall complete W-9 form and submit to the owner prior to contract award.

VII. CAUSES FOR REJECTING BIDS

Bids may be rejected for the following reasons:

- a. All bids pursuant to N.J.S.A. 40A:11-13.2;
- b. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- c. Multiple bids from an agent representing competing bidders;
- d. The bid is inappropriately unbalanced;
- e. The bidder is determined to possess, pursuant to N.J.S.A 40A:11-4b, Prior Negative Experience; or
- f. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Borough may accept the bid of the next bidder.

VIII. TERMINATION OF CONTRACT

- a. If, through any cause, the contractor shall fail to fulfill in a timely manner and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Borough shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to the contractor for any sum or sums set forth in the contract. The Borough will pay only for goods and services accepted prior to termination.
- b. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the Borough may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- c. The contractor agrees to indemnify and hold the owner 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 owner under this provision.
- d. In case of default by the contractor, the Borough may procure goods or services from other sources and hold the contractor responsible for any excess cost.
- e. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interests to another party, all obligations are transferred to that new party. In this event, the new owners will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Borough.
- f. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Borough.
- g. The Borough may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- h. The Contractor/Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date

of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- i. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract 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 the contract is delayed or prevented by any court order, or action, or injunction or other such agreement, the contract shall become voidable by the Borough by notice to the parties.

IX. PAYMENT

- a. No payment will be made unless duly authorized by the Borough's authorized representative and accompanied by proper documentation.
- b. Payment will be made in accordance with the Borough's policy and procedures. Invoices shall 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 and this proposal.
- c. The Borough may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - Deliverables not complying with the project specification;
 - Claims filed or responsible evidence indicating probability of filing claims; and
 - 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.

- d. Public funds may be used to pay only for goods delivered or services rendered. The Borough shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Borough to pay additional fees.

X. OTHER PROVISIONS

- a. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as may be amended from time to time, and the corresponding HIPPA regulations for the confidentiality and security of medical information. If awarded the bid, 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 identify and hold the owner 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.

- b. The Borough shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, 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.

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 Borough. Any information supplied to the Borough may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Suite.

- c. Under state and federal statutes, certain government records are protected from public disclosure. The Borough, 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 Borough retains 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.

- d. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the Borough.

XI. TECHNICAL SPECIFICATIONS

The Borough of Seaside Park desires to appoint an Arbitrage Rebate Consultant for a term of one (1) year by way of contract ending December 31, 2026. Appointment will be made by the Mayor with the advice and consent of Council.

Responsibilities may include, but are not limited to:

- The computation of the rebate amount for the Borough's debt.
- Additional calculations, including fifth year calculations, as may be requested or required.
- Initially, and annually thereafter, the review of each of the Borough's bond and bond anticipation note issues and determine the amount of any proceeds still outstanding that may be subject to yield restriction requirements under the existing IRS regulations and provide the Borough with the maximum permitted yield, if applicable.
- Identification of IRS deadlines.
- Projection of any accrued rebate liability.
- Preparation of fully detailed reports calculating any arbitrage rebate due.
- Completion of any filings required by the IRS (including Form 8038-T), and to represent the Borough as required in any matter relating to arbitrage compliance with outside parties.

**BOROUGH OF SEASIDE PARK
DOCUMENT CHECKLIST**

REQUIRED WITH SUBMISSION OF PROPOSAL	INITIAL
An executive summary of not more than 2 pages identifying and substantiating why the vendor is best qualified to provide the requested services	
A staffing plan listing those persons who will be assigned to the engagement if the Borough is selected, including the designation of the person who would be the vendor's officer responsible for all services required under the engagement. This portion of the proposal should include relevant resume information for the individuals who will be assigned.	
A description of the vendor's experience in performing services of the type described in the technical specification. Specifically, identify client size and specific examples of similarities with the scope of services required under technical specification.	
The location of the office, if other than the vendor's main office, at which the vendor proposes to perform the services required under technical specification. Describe your presence in New Jersey.	
In its proposal, the vendor must identify any existing or potential conflicts of interest and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement or the Borough.	
Documentation that the vendor meets the minimum qualifications for the position outlined.	
Ownership Disclosure Certification	
Non-Collusion Affidavit	
Bid Proposal Form	
Combined Certification Form: Prohibited Activities in Russia and Belarus & Investment Activities in Iran	
Acknowledgement of Addenda	

PROVIDE PRIOR TO CONTRACT AWARD	
Evidence of Affirmative Action Compliance	
Proof of Business Registration (BRC)	
W-9	
Certificate of Insurance	
Federal Non-Debarment Certification	
READ ONLY	
Attachment A – Mandatory Opportunity Language	
Attachment B- New Jersey Anti-Discrimination Provisions	
Attachment C- Americans with Disabilities Act of 1990	

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

Bidder Name: _____

Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP specification and to the attached schedule of fees:

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

EXPERIENCE QUESTIONNAIRE

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

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

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

Within the last 5 years, has the business or any officer/partner failed to complete a contract awarded to them? _____

If yes, please provide the details on a separate page.

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

If yes, please provide the details:

List experience in performing services of the type described in the technical specification. Specifically, identify client size and specific examples of similarities with the scope of services required under technical specification.

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

ATTACHMENT B

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

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

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

ATTACHMENT C
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Borough of Seaside Park, (hereafter "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.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

NON-COLLUSION AFFIDAVIT

State of New Jersey

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)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon
(name of contracting unit)

the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

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

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

BOROUGH OF SEASIDE PARK

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Seaside Park</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>Borough of Seaside Park</i> to notify the Borough of Seaside Park in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Seaside Park , permitting the Borough of Seaside Park to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	

OR

☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
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Section B (Skip if no Business entity is listed in Section A above)

☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	

OR

☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of _____. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Borough of Seaside Park** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **Borough of Seaside Park** to notify the Borough of Seaside Park in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Borough of Seaside Park**, permitting the **Borough of Seaside Park** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Title:

Signature:

Date:

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**Section A**

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity**Physical Address**

Add additional sheets if necessary

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
☐		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
Add additional Sheets if necessary			
OR			
☐		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Seaside Park</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Borough of Seaside Park to notify the Borough of Seaside Park in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Seaside Park, permitting the <i>Borough of Seaside Park</i> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	