

Request for Qualifications and Proposals

Annexation Impact Study Regarding South Seaside Park section of Berkeley Township To be performed for the Borough of Seaside Park, Ocean County, New Jersey

I. INTRODUCTION

The Borough of Seaside Park, New Jersey, is soliciting a Statement of Qualifications, and requesting Proposals from consultants experienced in conducting annexation studies, analysis and planning, and developing extension of services plans.

II. BACKGROUND

The Borough of Seaside Park is located on a barrier island in Ocean County, New Jersey. The Borough is bordered to the east by the Atlantic Ocean and to the west by the Barnegat Bay. According to the United States Census Bureau, the borough has a total area of 0.81 square miles, including 0.66 square miles) of land and 0.16 square miles of water. The Borough borders the Ocean County municipalities of Berkeley Township to the south and the Borough of Seaside Heights to the north.

In 1875, the Township of Berkeley was incorporated after deannexing from what is now Toms River Township. Twenty-three years later, Seaside Park de-annexed from the Township of Berkeley while the adjacent South Seaside Park community remained part of the Township of Berkeley.

In the 1970s, South Seaside Park petitioned and obtained trial court approval to deannex from the Township without the Township's consent as a prelude to seek annexation by Seaside Park. However, Seaside Park denied the request for annexation, thereby keeping South Seaside Park as part of the Township of Berkeley.

In September 2014, residents of South Seaside Park Homeowners & Voters Association petitioned Berkeley Township to deannex South Seaside Park from Berkeley Township. Beginning on January 8, 2015 and ending on February 7, 2019, the Board conducted thirty-eight hearings. After taking over four years to complete hearings, the Berkeley Township Planning Board recommended a year later that the Township deny the deannexation petition. The following month, the Township Council of Berkeley Township rejected the petition based on the Board's findings. Plaintiffs filed a complaint in lieu of prerogative writs with the Law Division to overturn defendants' decision. The trial judge approved South Seaside Park's deannexation from Berkeley Township which would plaintiffs to petition Seaside Park to annex their community. Berkeley Township appealed and the Appellate Division upheld the

decision below. Recently the New Jersey Supreme Court also upheld the decision below.

The Township of Berkeley consists of approximately 55.8 square miles, including 12.9 square miles of water. It has ten miles of oceanfront, consisting mostly of Island Beach State Park (and including White Sands Beach in South Seaside Park, and eighteen miles of bay frontage. The Township is divided into a mainland section, located west of Barnegat Bay, and a non-contiguous barrier island section consisting of Pelican Island, located in Barnegat Bay, and South Seaside Park, located east of Barnegat Bay. The Township's mainland section, where the heartbeat of the Township takes place, is becoming suburban and is home to more than ninety-nine percent of its 41,255 residents. The mainland houses the Township's municipal buildings, most of its parks and recreational facilities, preserved open space, farmland, cultural and historic sites, and locations where senior citizen programs and recreational events are held—except for one summer beach party.

South Seaside Park is located on the barrier island east of Barnegat Bay, sandwiched between Island Beach State Park to the south and the Seaside Park to the north. It shares a zip code with Seaside Park, which often leads to confusion that South Seaside Park and Seaside Park are one municipality.

South Seaside Park, approximately 150 acres or a quarter square mile in size, has 2,900 linear feet of oceanfront and 5,000 linear feet of bay front. Its 490 year-round residents comprise about one-tenth of one percent of the Township's total population. South Seaside Park is entirely built-out, leaving no room for growth. It contains about 1,400 housing units consisting of single-family homes and multi-family condominium complexes, and a few businesses—a hotel, a motel, three restaurants, two bars with restaurants, and a retail marine supply store. There are only two public parks located in South Seaside Park: a basketball court without bathrooms, bleachers, shade, trees, lights, or parking; and White Sands Beach, comprising 1,000 feet of oceanfront, with no showers or changing facilities, no food vendor, and no parking lots, but having one water fountain, a male restroom, and a female restroom. White Sands Beach is farther from mainland residents than other beaches, including bay beaches in the Township and other municipal ocean beaches situated north of South Seaside Park.

III. OBJECTIVES OF THE ANNEXATION STUDY: The Borough of Seaside Park desires to develop a comprehensive analysis of the issues and costs of providing broader municipal level services to this area, to gain a better understanding of the issues and true costs and benefits of potential annexation.

The overall objective of the annexation study is to determine the feasibility, and costs and benefits of annexing South Seaside Park and the projected planning, operational and financial impacts of annexation.

The annexation study will evaluate short and long-term community impacts in the study area. In addition, the study must also provide analysis and evaluation of the study area based on the following criteria:

1. The ability of, and cost to, the Borough to provide public services at a level equal to that currently provided to Seaside Park residents;
2. Whether annexation will cause a financial burden or a reduction in level of service to the existing Borough and/or existing Borough residents;
3. Whether potential annexation(s) would follow logical boundaries, such as streets, subdivisions, waterways, section lines, or substantial topographic features;
4. The relative costs and affordability of the Borough serving potential annexation area, versus the revenue to be derived from such annexation;
5. If the potential annexation(s) is consistent with the adopted Seaside Park Master Plan and/or sound planning principles;
6. Comparative evaluation between the Borough's development standards and regulations, and Berkeley Township standards and regulations with regard to:
 - Floodplain development and risk reduction standards, post event elevation/substantial damage standards
 - Zoning and Subdivision development standards
 - Public Works Standard Specifications & Designs
7. The capital cost and affordability to the Borough of making required infrastructure improvements and/or addressing infrastructure deficiencies; and
8. Other relevant factors regarding challenges and suitability for annexation s.

IV. ANNEXATION STUDY AREA and SCOPE OF WORK

An abbreviated Scope of Work is as follows:

Phase 1. Annexation Analysis of Study Area

1. Coordinate information, data collection, and input from applicable Borough and County Departments, and existing public and private service providers.
2. Review and evaluate the annexation study area based on the above criteria and the applicable policies of the Seaside Park Master Comprehensive Plan.
3. Develop applicable maps, graphs, spreadsheets, analysis, and illustrations.
4. Develop a cost-benefit analysis of potential annexation.
5. Prepare a draft report, including analysis and recommendations for any potential annexation and/or annexation planning.
6. Prepare final report, including analysis and recommendations for any potential annexation(s) and/or annexation phasing.
7. Attend public meetings and hearings, and make presentations as needed.
8. Prepare legal descriptions and exhibit maps depicting the parcels/tracts being considered for potential annexation.
9. Prepare an Extension of municipal services plan for potential annexations

V. DESIRED CONSULTANT QUALIFICATIONS AND SUBMISSION REQUIREMENTS

The successful candidate will be able to demonstrate competency and experience in

annexation studies, Extension of Service Plans, working with New Jersey municipalities, financial cost/benefit analysis, understanding of how local governments and private utilities provide services, experience with multi-jurisdictional service issues and agreements, developing complete and professional reports and recommendations, and presenting at public meetings to citizens, Planning Boards and Governing Bodies. Specifically, the Borough is looking for the following characteristics in a consultant:

- Experience with similar projects
- Commitment of identified key staff to the project
- Ability to complete work in a timely manner
- Experience in municipal finance, planning, engineering and tax and property appraisal
- Knowledge of utilities and local government service providers
- Strength of client recommendations

Letter of Interest

Provide a letter summarizing the Firm's interest in and understanding of the project.

Statement of Qualifications

Provide a summary of the Firm's and project team's background, capabilities, experience and qualifications related to this type of project. Include a synopsis of similar projects completed with an emphasis on Annexation Studies and Extension of Services Plans. Provide at least two examples or links to example annexation studies/service plans that best illustrate your firm's successful work.

Proposal

Based on the objectives of the Annexation Study and Extension of Services Plan and information provided within this RFP, describe your recommended project approach and project timeline, a preliminary outline of major project milestones, and tasks to be completed, the coordination strategy with Borough Departments and other service providers, and your public engagement plan.

All submissions must include the following information:

1. Identification of the Consulting Team:

- a. Project Director and list of team members with identification of responsibilities for each member, including a project organizational chart.
- b. Contact information for the Project Director: address, phone, e-mail address

2. Qualifications:

- a. Resumes of all principals and professional staff who will be working on the project, demonstrating their qualifications and related experience and expertise.
- b. Descriptions of similar projects completed by the principal staff assigned to this project.
- c. A detailed description of the types of public participation processes and social

media tools used successfully by the team.

d. Description of other relevant experiences of the team.

3. **Proposed Budget:** Include a proposed budget.
4. **References:** List of references, including brief description of projects and contact name and telephone number.

VI. CRITERIA FOR SELECTION

The successful consultant must provide a team with the demonstrated qualifications, experience, understanding and expertise to complete the Annexation Study. The Borough prefers a multi-disciplinary team including professional planners, engineers, experts in public finance, tax and property appraisal, public engagement, and other experienced professionals to address the broad spectrum of issues involved.

The consultant must demonstrate an interest in, and convey a thorough understanding of, costs and benefits of annexation, provide references for successful completion of previous similar projects, demonstrate effective public engagement skills, show an ability to work within an established project schedule, and provide the deliverables noted in the proposed scope of work. Key points the Selection Committee will consider in selecting the successful firm include:

1. **Professional Qualifications and Overall Strength of Project Team.** The education, training, registration, and amount of relevant experience of the proposed key project personnel.
2. **Creativity, Relevant Experience and Technical Competence.** The firm's creativity, relevant experience and technical competence in conducting similar annexation studies/projects. The effectiveness of the proposed project team, including management structure and coordination of disciplines, offices and/or subcontractors, and experience using a broad range of public engagement methods within a politically challenging environment.
3. **The capacity of the Firm to Accomplish the Required Services on Schedule and within Budget.** The Team must demonstrate the ability of the assigned members to complete the project within specified completion date and budget.
4. **Past Performance.** Past performance of work on similar or comparable annexation/service plan projects should be demonstrated. Include references and letters of commendation, with a focus on work completed for municipal governments.
5. **Understanding of Project and Strength of Project Approach.** Demonstration of an understanding of the project work to be performed and a clear plan to complete the work in accordance with the project scope and objectives, and statutory requirements, and with appropriate levels of public engagement.
6. **Proposed Budget.** The proposed budget
7. **Quality Assurance.** The Team's quality control processes and management approach that will be used on the project.

VII. DIRECTIONS FOR SUBMISSION

No later than 11:00 am on September 3, 2025, interested firms must provide **seven (7)** written copies, along with **one (1)** electronic copy of the submission, enclosed in a sealed envelope marked ***“Annexation Study – RFP Response”*** to the following address:

Jenna Jankowski, Borough Clerk
Borough of Seaside Park
1701 N. Ocean Avenue
Seaside Park, NJ 08752

VIII. TERMS AND CONDITIONS

1. The Borough of Seaside Park will not accept oral submissions or copies received by telephone, facsimile machine or email.
2. All submissions received after the deadline shall be returned.
3. The Borough reserves the right to reject any and all proposals or portions of proposals, to waive minor deficiencies, or to solicit new proposals on the original project or on a modified project, as may be deemed necessary or in the best interest of the Borough.
4. The Borough reserves the right to request clarification of information submitted, and to request additional information from any consultant.
5. The Borough shall not be responsible for any costs incurred in preparing, submitting or presenting a response to the RFP.
6. The Borough reserves the right to award any contract to the next most qualified consultant if the successful consultant does not execute a contract within a reasonable time after the selection of the consultant.
7. The final dollar amount will be negotiated with the successful firm as part of the final contract.
8. Payment by the Borough for services will only be made after the services have been performed, an itemized billing statement is submitted. Payment shall be made approximately thirty (30) days after receipt of such billing statement.
9. No interpretation made to any respondent regarding the meaning of the RFP shall be binding upon the Borough unless set forth in writing and distributed as an addendum by the Borough.

Questions concerning this project should be addressed via email to:

Karen Kroon, Borough Administrator Karen
Kroon at: kkroon@seasideparknj.org

XII. POST CLOSING DISCUSSION

After any responses are open, conversations may take place between the Borough and consultants for purposes of clarification regarding the selection process only. Consultants shall be bound by the information submitted in their Proposals and subsequent negotiations. Those submitting Proposals may be required to make a presentation to the Borough as part of the selection process. The presentation team should include the Project Manager and any other key personnel.

XIII. AWARD

The Borough reserves the right to award the contract to a consultant that it deems to offer the best overall Proposal. The Borough is therefore not bound to accept a Proposal on the basis of lowest price, and further, the Borough has the sole discretion and reserves the right to cancel this RFP, to reject any and all Proposals, to waive any and all irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the Borough.

XIV. ADDITIONAL LANGUAGE

The Borough reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects.

XV. COMPLIANCE WITH ALL APPLICABLE LAWS

All persons awarded and/or entering into contracts with the Borough of Seaside Park shall be subject to and required to comply with all applicable Borough, State and Federal provisions pertaining to Non-Discrimination, Equal Employment Opportunity, and Affirmative Action and the Americans with Disabilities Act (ADA).

Borough of Seaside Park
BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Letter of Interest	
<input checked="" type="checkbox"/>	Statement of Qualifications	
<input checked="" type="checkbox"/>	Proposal	
<input checked="" type="checkbox"/>	References	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i>)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	
<input checked="" type="checkbox"/>	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Borough 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 completion of any contracts with **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, permitting the **Borough of Seaside Park** 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 _____
Borough of Seaside Park
(name of contracting unit) relies upon the truth of the statements contained in said Proposal

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)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signature

Title

Company

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.

Signature Title

Company Name

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	