REQUEST FOR PROPOSAL/QUALIFICATIONS
FOR
MUNICIPAL PROFESSIONALS

Issued by the
The City of Absecon

Responses Due by:
Tuesday, December 1, 2026
11:00 AM

RFP #003 Attorney/Counsel

NOTICE OF RFP
PROFESSIONAL AND EXEMPT SERVICES

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

Sealed RFP responses will be received by the City Clerk on **Tuesday, December 1, 2026 at 11:00 A.M**. in the City Clerk's Office, 500 Mill Road, Absecon, NJ 08201 at which time and place responses will be received for:

CITY OF ABSECON

2027 MUNICIPAL PROFESSIONALS

RFP #003 – Attorney/Counsel

3.1 Municipal Solicitor
3.2 Municipal Auditor
3.3 Municipal Labor Attorney
3.4 Bond Attorney
3.5 Risk Management Consultant
3.6 City Planner
3.7 Prosecutor
3.8 Public Defender
3.9 Municipal Engineer

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

Specifications and instructions to bidders can be obtained at the City Clerk's Office or through the City's website at https://abseconnj.gov.

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

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

1. Introduction

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

2. Administrative Conditions and Requirements

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

2.1 Schedule

Release of RFP	November 4, 2026
Proposal Due Date	December 1, 2026
Evaluation Completed	December 2026
Governing Body Action	January 2027

2.2 Proposal Submission Information

Submission Date and Time: **December 1, 2026 at 11:00 A.M**.

One (1) Original **signed in ink** & (1) copy plus One (1) copy on CD or USB flash drive.pdf format of the RFP response.

DO NOT SUBMIT Three (3) ring binders or elaborate binding.

Submission Office:

Office of the City Clerk
City of Absecon Municipal Complex
500 Mill Road
Absecon, NJ 08201

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

Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for the year 2027.

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

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

Section 1 of the RFP response should be as follows:

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

******On the "Proposal Cost Form/Signature Page" on page #28 - check ALL the categories that your firm is applying for.***

2.3 Using Department Information

The User Departments for these services are the City Counsel, City Administrator, City Clerk, Public Works, Finance and all other departments within The City of Absecon.

2.4 City Representative for this Solicitation

Please direct all questions in writing to:

Carrie Crone
City Clerk
500 Mill Road
Absecon, NJ 08201
Email: ccrone@abseconnj.org

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

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

2.5 Interpretations and Addenda

A. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the City. The respondent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondent should be promptly reported in writing to the Purchasing Agent. In the event the respondent fails to notify the City of such ambiguities, errors or omissions, the respondent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any potential respondent. Every request for an interpretation shall be in writing and addressed to the Purchasing Agent, referencing the Contract Name in the subject line. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the proposals.

D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda issued **shall** become part of the specification, RFP documents, and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The City's interpretations or corrections thereof shall be final.

   Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of proposals to any person who has submitted a response or who has received an RFP package. They will be sent via electronic transmissions to those known recipients of the RFP specifications.

E. Discrepancies in RFP's

   1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

   2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

2.6 Quantities of Estimate

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

2.7 Cost Liability and Additional Costs

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

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

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

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

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

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) 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.

1. Goods, Professional Services and Service Contracts

Each 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:

i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.

ii. 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

iii. 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 New Jersey" www.state.nj.us/treasury/contract_compliance

The form shall be properly executed.

2.8.3 New Jersey Anti-Discrimination – N.J.S.A. 10:2-1.

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of

pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

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

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

2.8.5 Ownership Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

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

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

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

Pursuant to N.J.S.A. 52:32-44 the City of Absecon ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractor's and their addresses that may be updated from time to time.

3. The contractor and subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at 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 to a penalty of $25.00 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

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

2.8.8 "Pay to Play" – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.9 Assign, Sublet or Transfer Any Rights/Interests

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

2.8.10 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the City in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of

happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

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

Indemnification

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

Insurance Requirements:

Worker's Compensation and Employer's Liability Insurance

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

General Liability Insurance

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

Automobile Liability Insurance

During the life of this contract the bidder shall procure and maintain Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than $500,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Professional Liability/Malpractice Insurance Policy (if applicable)

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

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

Errors and Omissions Insurance

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

B. Certificates of the Required Insurance:

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

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

The City of Absecon will not accept Mutual Limitation of Liability terms.

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

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

The Contractor shall:

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

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

2.8.12 Proof of Licensure

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

2.8.13 Disclosure of Investment Activities in Iran and Russia-Belarus – P.L. 2012, c. 25

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

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

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

2.9 Public Emergency

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

2.10 Multiple Proposals Not Accepted

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

2.11 Subcontractors

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

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

2.12 Failure to Enter Contract

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

2.13 Commencement of Work

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

2.14 Time of Completion

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

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is completed in a reasonable time.

2.15 Termination of Contract

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

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

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

2.16 Non-Allocation of Funding Termination

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

2.17 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the owner by notice to each party.

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

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

2.20 Challenge of Specifications

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

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

2.21 Payment

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

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

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

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

2.22 Non-payment of Penalties and Interest on Overdue Bills

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

2.23 Ownership of Material

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

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

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

2.24 Source of Specifications/RFP Packages

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

2.25 Altering Official Document

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

2.26 RFP Preparation of Forms

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

2.27 W-9

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

2.28 No Endorsement

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

2.29 Effect of Award

The award of contract as a professional service provider for the City does not guarantee any work or the assignment of any case does not bind the City to guarantee any form of employment or engagement.

2.30 Open Public Records Act

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

3. SCOPE OF WORK

3.1 MUNICIPAL SOLICITOR

Multi-disciplined firm with experience in municipal law, municipal litigation and tort claim laws, COAH law and familiarity with Titles 40 & 40A of N.J.S.A. The applicant shall have five (5) years' experience as a municipal City Attorney for a municipality in the State of New Jersey, three (3) years of which should be in a similarly-sized municipality.

The applicant also must demonstrate a high degree of knowledge, experience and ability with the following:

a) The operation of local governmental units in New Jersey
b) Acquisition and/or divesting of real estate, including but not limited to Open Space, easements, vacating roads, Green Acres and Pinelands
c) Assisting with acquiring and administering grants
d) Administering Counsel on Affordable Housing (COAH) programs and Regional Contribution Agreements
e) Experience working in a city located in the Pinelands and interacting with the Pinelands Commission
f) Municipal Land Use Law
g) Extensive knowledge of Local Public Contracts Law
h) Experience working in a municipality that is self-insured via a Joint Insurance Fund
i) Knowledge of Employment Practices Liability (EPL) policies
j) Knowledgeable in Election Law, "Pay to Play" Laws and Government Ethics Laws

The applicant must be licensed to practice law in the State of New Jersey and be a member of the New Jersey Bar in good standing.

Include a list of any other professional qualifications, experience and/or credentials you feel are relevant, including any person/professional in your firm who is expected to work on this contract.

3.2 MUNICIPAL AUDITOR

Multi-disciplined firm experienced SEC and reporting obligations in municipal auditing procedures, bond law, appearing before the Local Finance Board, arbitrage, municipal budgeting and purchasing. The applicant must meet and possess all certifications necessary to practice as a Municipal Auditor in the State of New Jersey including but not limited to RMA certification. Additionally, as a minimum, the firm shall have five (5) years experience as a City Auditor for municipalities in the State of New Jersey with similarly sized budgets. The applicant must demonstrate a high degree of knowledge of the following:

a) The finance and operation of local government in New Jersey; and

b) Department of Community Affairs' Local Finance Notices and their rules and regulations for municipal finance administration; and

c) New Jersey State financial statutes, including but not limited to:
    i) NJSA 40A:11 Local Public Contracts Law

ii) NJSA 40A:4 Local Budget Law
iii) NJSA 40A:2 Local Bond Law
iv) NJSA 40A:9-22.1 Government Ethics Law
v) NJSA 47:1A Open Public Records Law
vi) NJSA 40A:5 Local Fiscal Affairs Law

All other financial matters pertaining to the City of Absecon, including budgets, assessments, monitoring reports, investments, audit controls, year-end accounting, Annual Financial Statements, budget preparation, annual audit, supplemental debt statements, etc. and a high degree of knowledge and familiarity with municipal trust funds, developer escrow accounts, utility budgets and dedications by rider. The applicant must also meet all certifications necessary to practice as the State of New Jersey.

3.3 MUNICIPAL LABOR ATTORNEY

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

Applicant must list any public sector labor union clients; they are currently representing.

3.4 BOND ATTORNEY

Law firm experienced in municipal bonding, pooled financing procedures, bond law, SEC regulations and reporting and arbitrage. The applicant must meet and possess all certifications necessary to practice as a bond counsel in the State of New Jersey. Additionally, as a minimum, the applicant shall have seven (7) years' experience as a bond counsel for municipalities in the State of New Jersey with similarly-sized bonds. The applicant must demonstrate a high degree of knowledge and experience with municipal bonds of at least five million dollars ($5,000,000.00), refinancing of existing bonds and helping the city to structure its debt service so as to minimize impact to the taxpayers. The applicant needs to have experience appearing before the Local Finance Board.

The applicant must also meet all certifications necessary to practice in the State of New Jersey.

3.5 RISK MANAGEMENT CONSULTANT (RMC)

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

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

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

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

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

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

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

C. Shall demonstrate knowledge of The City of Absecon's operations and exposures.

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

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

Minimum Services:

The Role of the Risk Management Consultant is to provide Professional Risk Management services to the City as follows:

A. The Consultant shall assist the City in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.

B. The Consultant shall assist the City in understanding and selecting the various types of coverage available from the ACM JIF.

C. The Consultant shall review with the City any additional types of coverage that the Consultant believes the City should purchase that are not available from the ACMJIF. The Consultant shall purchase and bind any additional types of coverage authorized by the City of Absecon.

D. The Consultant shall assist the City in the preparation of applications, statements of values and other documents requested by the ACMJIF. However, this Agreement does not include any appraisal work by the Consultant.

E. The Consultant shall review the City's annual assessment as prepared by the ACM JIF, and shall assist the City in the preparation of its annual insurance budget.

F. The Consultant shall review the loss and engineering reports for the City, and shall assist the Safety Committee in its loss containment objectives within the City.

G. The Consultant shall attend and actively participate in the City's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.

H. The Consultant shall attend the City's Member Accident Review Panel meetings and assist the City in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.

I. The Consultant shall assist the City in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.

J. The Consultant shall assist the City in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.

K. The Consultant shall review the City's loss data on a regular basis and prepare reports to the City on recent losses, open claims and loss trends.

L. The Consultant shall assist the City by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.

M. The Consultant shall assist the City and Fund professionals in the annual renewal process including the gathering and verification of exposure data.

N. The Consultant shall order Certificates of Insurance from the Fund.

O. The Consultant shall review Certificates of Insurance received by the City.

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

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

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

S. The Consultant shall respond to questions regarding coverage from the City's officials.

T. The Consultant shall actively attend and participate on the ACMJIF Subcommittees as authorized by the ACMJIF Bylaws.

U. The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.

V. The Consultant shall execute and file with the City, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.

W. The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of The City of Absecon outlining the City's Insurance and Safety Program.

X. The Consultant shall perform any other services required by the Fund's Bylaws.

FEES:

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

PROPOSALS:

Written proposals are being requested from applicants (firms) qualified to perform all required services. Proposals should outline what the firm will do for The City of Absecon in all areas of service requested. All proposals should include, at a minimum, the following:

- Provide a narrative setting forth your ability to provide the services outlined in this specification.

- Describe your knowledge and experience with applicable coverage particularly:
  - Property
  - Liability (Including Police and Elected Officials)
  - Automobile
  - Worker's Compensation

EXPERIENCE:

Demonstrate a minimum of five (5) years' experience as a Risk Management Consultant within the ACM JIF or a minimum of five (5) years' experience as a Risk Management Consultant for a Municipality in a MEL affiliated Joint Insurance Fund.

Demonstrate familiarity with and knowledge of:

1. ORIGAMI

2. ACMJIF Safety Programs

   - ✓ Role of MUNICIPAL Safety Coordinator
   - ✓ Functioning of the MUNICIPAL Safety Committee
   - ✓ Optional Safety Program
   - ✓ Safety Incentive Program
   - ✓ MEL Safety Institute

3. ACMJIF Claims Programs including but not limited to:

   - ✓ Role of MUNICIPAL Claims Coordinator
   - ✓ Transitional Duty Programs
   - ✓ Accident Investigation

4. ACMJIF Risk Management Programs including but not limited to:

- ✓ TULIP Program
- ✓ Model Contract Provisions
- ✓ EPL Helpline
- ✓ EPL Risk Management Program
- ✓ ACMJIF Website

5. ACMJIF Reports including but not limited to:

- ✓ Loss Ratio Reports
- ✓ Loss Control Reports
- ✓ Monthly Agenda Packet Tracking Reports

QUALIFICATIONS:

You should clearly set forth your credentials and describe your experience that qualifies you for this position by describing experience with similar engagements by the individual who will actually be providing the Consulting services to the City. Include a resume of the individual indicating active membership in any professional organizations. Include a listing of clients with their contact names, addresses, and telephone numbers.

3.6 CITY PLANNER

Must be licensed in the State of New Jersey as a Professional Planner. Must demonstrate familiarity with New Jersey Land Use Regulations, CAFRA regulations, and the Pinelands Comprehensive Management Plan. Must have at least five (5) years experience in serving as a Municipal Planner in a community with a population of 25,000 people or greater in the State of New Jersey.

The applicant must demonstrate the ability to:

a) Prepare Master Plans and various elements included in Master Plans, Reexamination Reports and amendments to Master Plans.

b) Understand the New Jersey Local Housing and Redevelopment Law and prepare / review reports detailing areas in need of Redevelopment and Redevelopment Plans.
c) Understand the City's Affordable Housing Obligations and demonstrate the ability to prepare Housing Elements / Fair Share Plans.
d) Prepare local ordinances related to planning issues for review by the Governing Body.

e) Interact with the State of New Jersey with smart planning principles including consistency with the State Plan and the City's Center Designations.

f) Prepare reports for the State Green Acres program including preparation of the Recreation and Open Space Inventory and Diversion / disposal application to the New Jersey Department of Environmental Protection.

g) Understand zoning regulations and provide support to the Construction Office on Zoning issues and the review of zoning permits submitted to the City.

3.7 PROSECUTOR

Candidate must be a licensed attorney in the State of New Jersey with experience prosecuting criminal matters in municipal and/or Superior Court. Candidate must have experience with New Jersey motor vehicle and criminal statutes, and must be available for court sessions as scheduled by the City Municipal Court.

3.8 PUBLIC DEFENDER

Candidate must be a licensed attorney in the State of New Jersey with experience prosecuting criminal matters in municipal and/or Superior Court. Candidate must have experience with New Jersey motor vehicle and criminal statutes, and must be available for court sessions as scheduled by the City Municipal Court

3.8 MUNICIPAL ENGINEER

All applicable licenses to perform general engineering in New Jersey. Applicant must have at least five (5) years experience as municipal engineer in a similarly-sized municipality. Firm must be multi-disciplined with expertise in road construction, construction management, dams with engineers who hold licenses in these areas, MLUL experience, planners & landscape engineers on staff, experience in environmental assessments (wetlands, archaeological, endangered species, hydrologic studies), GIS, materials testing, surveying, traffic studies, drainage, and extensive knowledge of the Pinelands Commission's rules and regulations.

The applicant must demonstrate the ability to:

a) Prepare, or cause to be prepared, plans, designs and specifications for Public Works projects and improvement
b) Provide and maintain surveys, maps, plans, specifications and control records with respect to Public Works projects in the City of Absecon, including GIS considerations
c) Provide technical and engineering advice and assistance to the City of Absecon Committee and the City of Absecon Administrator.
d) Ability to update the Tax Map as per the Tax Assessor's needs
e) Attend all Committee meetings as requested by the City of Absecon Administrator.
f) Administer and oversee road opening permits on behalf of the Administrator
g) Prepare, review and approve construction plans and specifications for all capital improvement projects as directed by the City of Absecon Administrator.
h) Successful record of applying for and receiving road improvement grants
i) Ability to respond to resident concerns when an engineering project impacts their property
j) Experience in engineering inspections of both residential developments and large commercial/industrial projects (over 20,000 sq/ft)
k) Experience administering performance bond and maintenance bonds on behalf of the City of Absecon
l) Must demonstrate experience with engineering design, inspection and contract administration of annual municipal road projects totaling more than $1 million

Documented experience with design, inspection and contract administration of large and small recreation projects.

FEE PROPOSAL

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

CITY OF ABSECON
EXCEPTIONS

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

(IF NONE SO STATE)

4. PROPOSAL REQUIREMENTS

4.1 QUALIFICATION STATEMENT AND PROPOSAL

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

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

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

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

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

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

Qualification Statements and Proposals will be reviewed and evaluated by staff from the City of Absecon. It is anticipated that review of Qualification Statements and Proposals will be completed during the month of December 2026.

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

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule for the period of January 1, 2027 through December 31, 2027.

4.2 REFERENCES

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

1. Name of Client
2. Address of Client
3. Contact Person's Name
4. Contact Person's Title
5. Telephone Number

6. Email
7. Dates of Service

5. EVALUATION, REVIEW AND SELECTION PROCESS

5.1 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

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

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

5.2 REJECTION OF PROPOSALS

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

5.3 EVALUATION PROCESS

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

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

5.4 EVALUATION CRITERIA

The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

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

5.4.1 UNDERSTANDING OF THE REQUESTED WORK

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

5.4.2 KNOWLEDGE OF TECHNICAL COMPETENCE

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

5.4.3 MANAGEMENT, EXPERIENCE AND PERSONAL QUALIFICATIONS

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

5.4.4 ABILITY TO COMPLETE THE SERVICES IN A TIMELY MANNER

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

5.4.5 COST

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

5.5 PAYMENT

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

5.6 TERM OF CONTRACT

January 1, 2027 – December 31, 2027

5.7 NOTICE OF AWARD

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The departments may then send a Purchase Order/Voucher to the contractor.

CITY OF ABSECON
RFP DOCUMENT SUBMISSION CHECKLIST

Required With Response		Read, Signed and Submitted (Respondent's initials)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

☒	Ownership Disclosure Form	_____
☒	Non-Collusion Affidavit	_____
☒	Required Evidence EEO/Affirmative Action Regulations Questionnaire Submit Copy of State Certificate of Employee Information Report	_____
☒	Proposal Cost Form / Signature Page	_____
☒	Acknowledgement of Receipt of Addenda (To be completed if Addenda is issued)	_____
☒	Other: Fee Schedule	_____
☒	List of Subcontractors/sub	_____

B. MANDATORY ITEM(S) REQUIRED NO LATER THAN TIME PERIOD INDICATED

☒	Business Registration Certificate – Respondent – Prefer with RFP Response. Required by Law prior to award of contract	_____
☒	License(s) or Certifications(s) Required by the Specifications	_____
☒	Certificates of the Required Insurance Naming City Additionally Insured Required Prior to Award of Contract	_____
☒	Disclosure of Investment Activities in Iran and Russia-Belarus – submit w/RFP Response – Prefer w/RFP	_____

C. FAILURE TO SUBMIT ANY OF THESE AT THE TIME OF RFP <u>MAY</u> BE CAUSE FOR REJECTION

☒	Qualification Statement	_____
☒	Key Personnel Information	_____
☒	Three (3) References for Similar Projects	_____
☒	CD with PDF of RFP along with Printed Copies CD or USB Flash Drive must be labeled with respondent's name	_____

D. READ ONLY

	Americans with Disability Act of 1990 Language	_____

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

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____ Phone: _____

CITY OF ABSECON
PROPOSAL COST FORM / SIGNATURE PAGE

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

2027 PROFESSIONAL AND LEGAL SERVICES

Please Check

- ☐ 3.1 Municipal Solicitor
- ☐ 3.2 Municipal Auditor
- ☐ 3.3 Municipal Labor Attorney
- ☐ 3.4 Bond Attorney
- ☐ 3.5 Risk Management Consultant
- ☐ 3.6 City Planner
- ☐ 3.7 Prosecutor
- ☐ 3.8 Public Defender
- ☐ 3.9 Municipal Engineer

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

Its principal office at _____

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

CITY OF ABSECON
OWNERSHIP DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

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

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

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

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

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

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

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

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

_____

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

_____

_____

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

Stockholder Name _____

Address _____

Percentage of Ownership _____ %

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

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

_____ _____
(Print name of authorized signatory) (Title)

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

State of _____

County of _____ ss:

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

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

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

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

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

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that The City of Absecon relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.
(Name of Firm/Company)

_____
(Signature of Affiant)

_____
(Type or Print Name of Affiant)

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

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

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

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

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

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

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

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

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

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

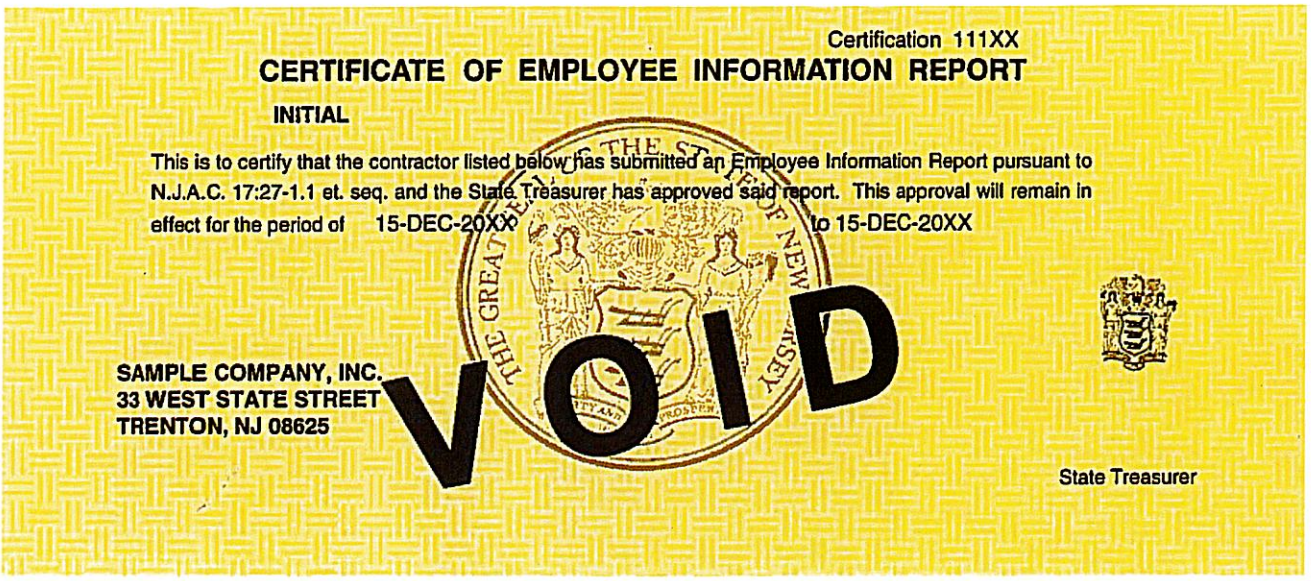
The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

SAMPLE AFFIRMATIVE ACTION CERTIFICATE



Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

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

VOID

State Treasurer

CITY OF ABSECON
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-36 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 et seq.
Goods, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted City employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

CITY OF ABSECON
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(CONTINUED)

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; and

Employee Information Report Form AA302

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

Submitted by: _____
(Name of the Firm)

Name: _____
(Please print or Type)

Signature: _____

Title: _____

Dated: _____

CITY OF ABSECON

AMERICANS WITH DISABILITIES ACT 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 proceedings is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

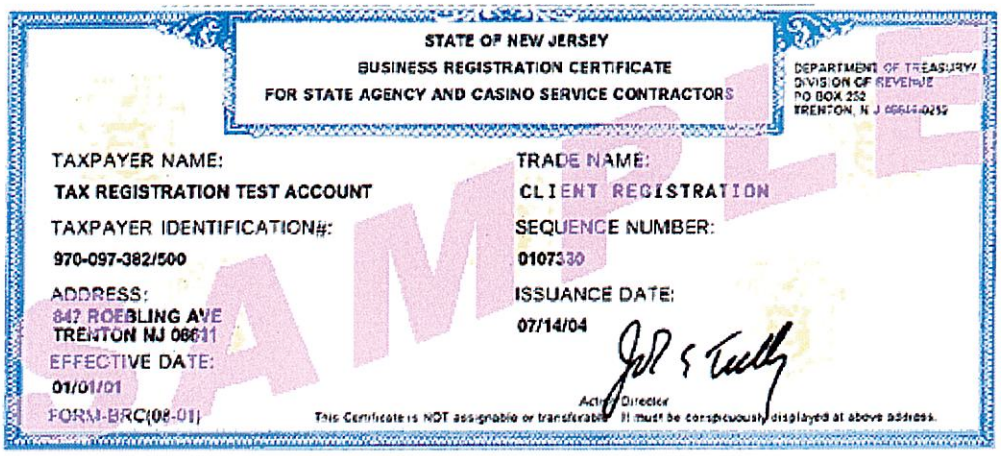
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

CITY OF ABSECON

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

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
CITY OF ABSECON



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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

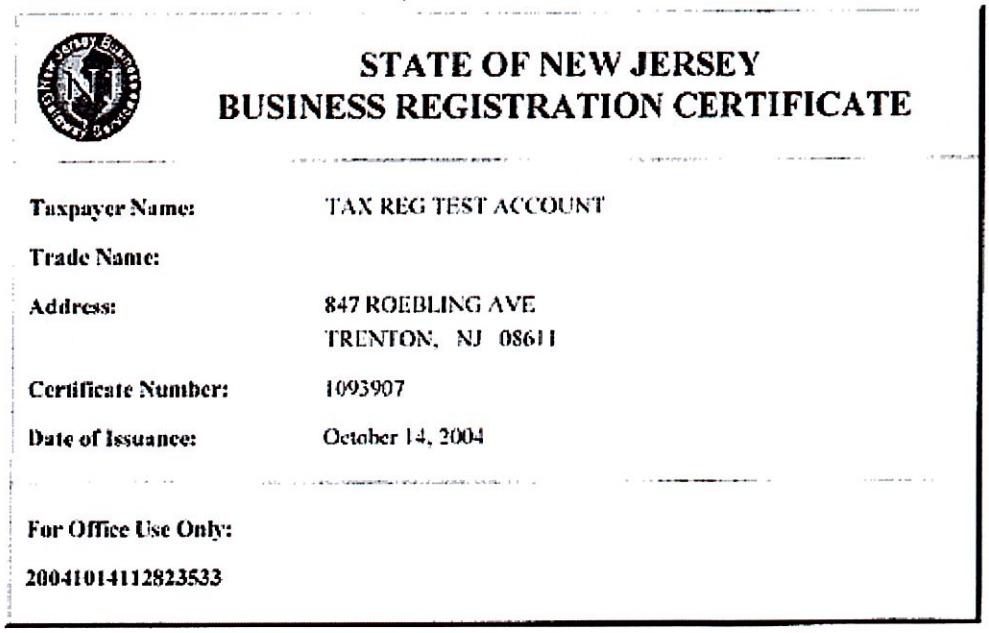
EFFECTIVE DATE:
01/01/01

Acting Director

FORM BRC(08-01)

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

SAMPLE



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges the receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement for: _____
(Name of Bidder)

By: _____
(Signature of the Authorized Representative)

Name: _____
(Please Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

CITY OF ABSECON

PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES DISCLOSURE.

Bidder: _____

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.
http://www.state.ni.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 certifications.

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 of 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.

PLEASE CHECK THE APPROPRIATE BOX:

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 list of entities engaged in prohibited activities in Russia or Belarus pursuant to PL. 2022, c. 3 or in investment activities in Iran pursuant to PL. 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 appears on the N.J. Department of Treasury's list of entities engaged in prohibited activities in Russia or Belarus pursuant to PL. 2022, c. 3 or in investment activities in Iran pursuant to PL. 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.)

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 investments 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 City of Absecon 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 City of Absecon to notify The City of Absecon 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 City of Absecon and that The City of Absecon at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):_____ Signature: _____

Title: _____ Date: _____

List of Subcontractors

Please fill out in totality to avoid automatic rejection of bid. In the event any of the below categories are not applicable, please indicate so by inserting "N/A".

I, or we_____
(Name of Company)
In compliance with Section 16 of P.L. 1971, c. 198 (C.40A:11-16), as amended by P.L. 1997, c 408 adopted January 19, 1998, hereby certify that I/we will employ the following subcontractors for this project:

Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	
Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	

Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	
Category of Work	
Name and Address of Subcontractor	
Scope of Work	
Amount to be paid for this work	
State License #	

In the event any of the above categories are not applicable, please indicate so by inserting "N/A". Failure to complete this form will result in a disqualification of the bid.

_____
(Contracting Company Name)
By:_____ (Seal)
Print name:_____
Title:_____

End of List of Subcontractors