

**REQUEST FOR A PROPOSAL
BOROUGH OF SURF CITY, NEW JERSEY**

**LEAD BASED PAINT INSPECTIONS
SUBMISSION DEADLINE IS AT WHICH TIME ALL PROPOSALS WILL BE OPENED.
March 18, 2026 at 3:00 pm**

ADDRESS ALL PROPOSALS TO:

Christine Hannemann, QPA
Borough of Surf City
813 Long Beach Boulevard
Surf City, NJ 08008
Attn: Lead Based Paint Services

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
BOROUGH OF SURF CITY**

NOTICE IS HEREBY GIVEN that sealed submissions will be received and publicly opened by the Qualified Purchasing Agent (hereinafter “QPA”) at 813 Long Beach Boulevard, Surf City, NJ, by 3:00 PM on Wednesday March 18, 2026, for COV RFP # 2026-02 for Lead Based Paint Inspection Services.

Submission packages may be obtained by visiting www.surfcitynj.org/publicnotice or by contacting Christine Hannemann, QPA, at (609) 494-3064 during regular business hours: 9:00 AM to 4:30 PM, Monday through Friday, excluding holidays, or by emailing the QPA at frontdesk@surfcitynj.org.

No faxes or email submissions will be accepted.

- Respondents are required to comply with the requirements of NJSA 10:5-31 et al. and NJAC 17:27-1 et seq.
- Sealed bid packages shall include one (1) printed copy of the proposal.
- The package should include detailed qualifications and fee schedules, insurance riders, New Jersey Business registration, W-9, and Iran, Russia, Belarus Disclosure Form, and New Jersey Public Works registration (if required).
- Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for bids and will be provided as prescribed by law.

The Borough of Surf City reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that, in their judgment, will be in the best interest of the Borough of Surf City. The Council of the Borough of Surf City shall award the contract or reject all submissions no later than 60 days after receiving the RFP.

Christine Hannemann, RMC/QPA
Qualified Purchasing Agent

GENERAL INFORMATION

Borough of Surf City

813 Long Beach Boulevard

Surf City, NJ 08008

(609)494)3064

frontdesk@surfcitynj.org

Contact: Christine Hannemann, RMC/CMR/QPA

PURPOSE OF REQUEST

Surf City Borough needs lead-based paint inspection services.

PERIOD OF CONTRACT

One (2) year from the date of award.

CONTRACT FORM

The successful proposer shall be required to execute the Borough's form contract, which includes the indemnification, insurance, termination, and licensing provisions outlined in this RFP.

LOCATIONS TO BE SERVICED

Surf City, Ocean County, New Jersey.

RFP 2026-02

REQUEST FOR PROPOSAL FOR LEAD BASED PAINT INSPECTION SERVICES

Description

The intent of this Request for Proposal (“RFP”) is to qualify a vendor to perform **LEAD BASED PAINT INSPECTION SERVICES**, as described in this RFP. The contract will be awarded through the fair and open process within 60 days of submission.

Statutory Requirements

Compliance with Laws

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

- **Mandatory EEO/Affirmative Action Compliance**
- No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127, as identified in the documents attached hereto. The form shall be executed appropriately.
- **Americans with Disabilities Act of 1990 Discrimination** based on disability in contracting for the delivery of services is prohibited. Proposers are required to read the Americans with Disabilities Act language attached hereto and agree that the provisions of Title II of the Act are incorporated into the contract. The Vendor is obligated to comply with the Act and hold the owner harmless.
- **Statement of Ownership** N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, before the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and member exceeding the ten percent ownership have been listed. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly owned corporations, limited partnerships, limited liability corporations, sole proprietorships, and Subchapter S corporations. Failure to

submit a disclosure document shall result in rejection of the bid, as it cannot be remedied after bids have been opened.

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

- **Non-Collusion Affidavit:** The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.
- **N.J. Business Registration Certificate** Pursuant to N.J.S.A. 52:32-44, the Borough of Surf City (“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. The State of New Jersey Business Registration certificate MUST be received by the Borough before the contract is awarded and MUST have been issued before the bid opening date/time. Before contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide evidence of business registration to the bidder, who in turn shall give it to the Contracting Agency before the time a 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 valid proof of business registration.
2. The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
3. The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

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

“Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Reporting (N.J.S.A. 19:44A–20.27)

1. Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
4. If you have any questions, please get in touch with ELEC at: 1-888-313-ELEC (3532) (toll-free in NJ) or 609-292-8700

Insurance and Indemnification If it becomes necessary for the Vendor, either as principal or by agent or employee, to enter upon the premises or property of the owner to construct, erect, inspect, make delivery or remove property hereunder, the Vendor 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 their sole responsibility.

Certificates of the Required Insurance Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and, where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Insurance/Background Checks: The Vendor is responsible for conducting adequate background checks on all employees and/or subcontractors working at Borough facilities. Vendors and/or subcontractors must provide proof of insurance coverage naming the Borough as an additional insured for workers’ compensation.

Insurance Requirements: the Vendor shall maintain during the life of the contract insurance policies of the type and with the minimum limits indicated below, in a form satisfactory to the Borough. The Vendor shall provide a certified copy of the policies and/or certificates of insurance acceptable to the city before commencement of work.

Workers' Compensation and Employer's Liability Insurance. This insurance shall be maintained in force during the life of this contract by the bidder, covering all employees engaged in performing this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.00.

General Liability Insurance. This insurance shall have limits of not less than \$1,000,000.00 for any one person and \$1,000,000.00 for any one accident for bodily injury and \$3,000,000.00 aggregate for property damage. It shall be maintained in force during the life of this contract by the bidder.

Automobile Liability Insurance. This insurance covering bidder for claims arising from owned, hired, and non-owned vehicles with limits of not less than \$1,000,000.00 for any one person and \$1,000,000.00 for accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

Proof of Licensure and Certification Proof of licensure and certification(s) for providing lead based paint inspection services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

Public Emergency In the event of a Public Emergency declared at the Local, State or Federal Level, if the Borough opts to extend terms and conditions of this RFP, the Vendor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six (6) months, for goods and/or services for the duration of the emergency. In the event the original Vendor cannot meet this requirement, the Borough may solicit the goods and/or services from any proposer in this contract.

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

Failure to Enter Contract: Should the proposer, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another proposer.

Altering Official Document Proposers shall not write in any margins or modify the official content of the Borough's document.

W-9 Successful proposer shall complete the W-9 Form and submit it to the Purchasing Department before contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Disclosures of Investment Activities in Iran and Belarus Pursuant to P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, and N.J.S.A. 18A:18A-49.4

REQUEST FOR PROPOSAL & QUALIFICATIONS FOR LEAD BASED PAINT INSPECTION SERVICES

SCOPE OF WORK

The Scope of Services required under this Request for Proposal includes serving as the Lead Based Paint Inspector, providing services relating thereto for a period of two (2) years to commence on/about April 13, 2026.

QUALIFICATIONS

Please attach separate sheets and check off the qualifications that can be met.

A. Purposes of the Program

Perform all work necessary to comply with P.L. 2021, Chapter 182; N.J.A.C. 5:28A. Program services include on-site surface-by-surface, room-by-room lead inspections of the interior and exterior of the home using visual inspection and dust wipe analysis on certain single-family, two-family, and multiple rental dwellings every three years or upon tenant turnover where there is no valid lead-safe or lead-free certification. Vendor will also be responsible for all notice, record keeping, and reporting requirements, including for those landlords that directly hire a private lead evaluation contractor.

B. Eligible Applicants

Experienced, state certified lead-based paint inspector/risk assessor, with the ability to perform all work necessary to comply with the state laws, state regulations, and municipal codes as identified in these specifications.

C. Current Rental Inventory

The Borough of Surf City currently has 146 registered properties containing rental units, some of which are two-family homes.

D. Required application details

Describe in detail your full process, beginning to end, to comply with this RFP and the applicable laws and regulations, including but not limited to:

- i. Creating and maintaining a database of dwelling units identified as requiring inspection.
- ii. Creating and maintaining a database of dwelling units identified as being exempt from inspection.
- iii. Providing initial notification of required inspection to identified dwelling owners, landlords, their agents, and/or property management.
- iv. Scheduling and performing inspections.
- v. Record keeping and reporting for performed inspections.

- vi. Record keeping and reporting for dwellings who directly hire a private lead evaluation contractor and those already certified by the state.
- vii. Process if inspection result in identified lead-based paint hazards
- viii. Process of identifying and notifying dwelling units required for inspection based on the three-year inspection cycle
- ix. Providing to the State of New Jersey the required fees and reporting
- x. Providing to Borough the necessary fees and reporting
- xi. Providing to Borough all data required to be kept by municipal entities
- xii. Description of staff, including their qualifications, certifications, and licenses
- xiii. Developing educational materials detailing the requirements of the applicable laws and regulations, including the inspection frequency, the need to retest upon tenant turnover, and providing tenants the lead safety certificate

E. Fees

Furnish all fees for your services, including but not limited to the items below, and describe the process for fee collection and remittance:

- i. Initial inspections and testing bedroom(s) up to six and any additional bedroom thereafter
- ii. Standard re-inspection
- iii. Record keeping and reporting
- iv. Mailings
- v. Any costs associated with work required for those exempt from inspection, inspected and/or already certified by the state, or who hire a private lead evaluation contractor

In addition, a fee of \$20 per dwelling unit inspected must be collected and remitted as required by the state under the Lead Hazard Control Assistance Act.

F. Procurement / Contract term

The Borough has issued this RFP in compliance with the competitive contracting process, as described in N.J.S.A 40A:11-4 et seq. The Borough to intends to award a two-year contract.

G. Schedule

Provide a draft schedule for completion of the tasks identified in your response, measured in weeks from date of contract award.

Evaluation

The Borough’s objective in soliciting this RFP is to enable it to select a firm or organization that will provide high quality and cost-effective services to the citizens of Surf City. The Borough will consider proposals only from firms or organizations that, in the Borough’s judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Borough in the manner described in this RFQ.

The Borough may establish an evaluation committee to evaluate and score the proposals submitted by the vendors.

Proposals will be evaluated by the Borough on-the-basis of the most advantageous, all relevant factors considered. The evaluation will consider the following selection criteria:

<i>Factor</i>	<i>Weight Given</i>
1. <i>Responsiveness:</i>	
The Borough will consider the materials submitted by the proposer to determine whether the proposer is in compliance with the RFP.	30%
2. <i>Price:</i>	30%
3. <i>Responsibility & Experience:</i>	40%
The Borough will consider the materials submitted and other evidence it may obtain to determine the companies ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.	
Total Criteria Weight:	100%

Each proposal will be independently evaluated on factors 1 through 3.

Terms and Conditions

1. The Borough reserves the right to reject any and all proposals and to waive minor irregularities proposal.
2. The Borough reserves the right to request clarification of information submitted and to request additional information from any proposer.
3. The Borough reserves the right to award any contract to the next most qualified vendor if the vendor does not execute a contract within thirty (30) days after the award of the proposal.
4. Any proposal may be withdrawn up until the submitted date and time.
5. The Borough reserves the right to reject any proposal agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the Municipal Attorney.
6. The Borough shall not be responsible for any costs incurred by the vendor in preparing, submitting or presenting its response to the RFP.

Termination of Contract

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

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

Ownership of Material

The Borough shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Borough to the selected Proposer for the purpose of assisting the selected Proposer in the performance of the contract. All such items shall be returned immediately to the Borough 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 Borough, be disclosed to others or used by the selected Proposer or permitted by the selected Proposer 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 Borough pursuant to the contract shall belong exclusively to the Borough. All data, report, computerized information, programs, and materials related to this project shall be delivered to and become the property of the Borough upon completion of the project. The selected Proposer shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Borough. All information supplied to the Borough may be required to be supplied on CD-ROM media compatible with the Borough's computer operating system.

Payment Terms

Payment by the Borough will be made on a monthly basis after services have been performed and an itemized billing statement has been received. A bill list is approved at each Council meeting held on the second Wednesday each month. A signed voucher will be submitted in the form specified by the Borough and approved by the appropriate Borough representative for signature by the vendor must be submitted at least 14 days prior to the meeting.

OPRA & BOROUGH AUDITOR REQUESTS

The Borough is encouraged to retain any paperwork received from the Vendor for OPRA fulfillment and compliance. The Vendor, as a private independent contractor, is not subject to OPRA (Open Public Records Act). However, if the Vendor receives an OPRA request, it shall forward it to the appropriate Borough agency within seven (7) business days. The Vendor shall not respond to any records request unless made by an official agent of the Borough of Surf City. The Vendor shall be required to produce records to the Borough in response to OPRA requests.

CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies to the Governing Body of the Borough of Surf City ("Borough") that, in performing services to the Borough, he/she knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between himself/herself or his/her firm and the Governing Body, its members or with the interest of the Borough in general. The undersigned further certifies that he/she knows of no circumstances or relationships between himself/herself or his/her firm and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services.

The undersigned acknowledges this is a continuing certification and shall remain in effect for the term of the hearing officer's services.

I certify that the foregoing statements made by me are true. I know that if any of the foregoing statements I made are willfully false, I am subject to punishment.

Print Name _____ Date _____

Signature _____

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-A-1
Name of Form:	MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS AND SERVICES (INCLUDING PROFESSIONAL SERVICES) CONTRACTS
Statutory Reference:	N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.
Instructions Reference:	Statutory and Other Requirements VII-A-1
Description:	Exhibit A of Bid Specification

Exhibit A of the model Instructions to Bidders and Statutory Requirements is the current and complete mandatory language for goods and services (including professional services) bid specifications and contracts. Section VII-A-1 of the Instructions summarizes the requirements and refers bidders to the full text.

The document is the mandatory language for goods and services bid specifications and contracts pursuant to N.J.A.C. 17:27-3.4, and the mandatory bid specification and contract language for employment goal compliance for goods and services at N.J.A.C. 17:27-3.6. A complete review of both rule provisions is recommended.

Please note that Exhibit A does not apply to construction contracts. There is a different document, Exhibit B, for such contracts. Exhibit B can be found on pages C-27 through C-30.

EXHIBIT A

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.**

Company: _____ Date: _____

Signature: _____ Title: _____

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Borough of Surf City (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. 5121 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.

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligation to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans with Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42

U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C.

§121.01 et seq.

COMPANY: _____ TITLE: _____

PRINT NAME: _____ SIGNATURE:

DATE: _____

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 options 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) pLimited Liability Company (LLC)

Partnership pLimited Partnership pLimited Liability Partnership (LLP)

Other (be specific): _____

Part II

p 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

p 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 Surf City 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 Surf City*** to notify the ***Borough of Surf City*** 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 Surf City*** 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

SS:

County of _____

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 the
(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 Surf City 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.

Print Name

Signature

Date

NOTARY

I CERTIFY that on

SEAL

personally appeared before me and acknowledged under oath, to my satisfaction, that [he/she]:

- Is named in and personally signed the attached instrument.
- Signed this instrument as [his/her] own accord.

Signature