Borough of Keyport

Monmouth County

2027 PROFESSIONAL SERVICES

Receipt Date – December 3, 2026

Time – 11 a.m.

PUBLIC NOTICE
Borough of Keyport
NOTICE OF SOLICITATION OF PROPOSALS FOR PROFESSIONAL SERVICES

PLEASE TAKE NOTICE that Borough of Keyport is accepting proposals for the provisions of the following professional services to the Borough of Keyport during year 2027:

Borough Attorney
Borough Employment Attorney
Bond Attorney
Tax Appeal Attorney
Conflict Attorney
Fair Housing Attorney
OPRA Attorney
Redevelopment Attorney
Planner
Auditor
Brownfields Consultant
Risk/Health Benefit Management Consultant
Prosecutor
Public Defender
Planning Board Attorney
Planning Board Engineer
Planning Board Planner
Special Litigation Counsel,
Water/Sewer Engineer;
Engineer-Special Projects
Redevelopment Planner
Borough Engineer
Grant Writer
Municipal Court Judge

A copy of the proposal document may be obtained at the office of:

The Keyport Municipal Clerk's Office
70 W Front Street
Keyport. NJ 07735

All proposals must be submitted to Michele Clark, Municipal Clerk of the Borough of Keyport 70 W Front Street Keyport NJ 07735 by December 3, 2026 – 11 a.m.

Proposals are being solicited to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

CHECK LIST OF REQUIRED DOCUMENTS

The following items are required submissions in this proposal package:

	Initials	
Affirmative Action Requirements	_____	_____
Americans With Disabilities Act	_____	_____
Applicant and Sub-Applicant Business Registration Certificate	_____	_____
Corporate Disclosure Statement	_____	_____
Qualification Proposal Form	_____	_____
Acknowledgement of Addenda (as applicable)	_____	_____
Affidavit of Non-Collusion	_____	_____
Prohibited Iran Activities	_____	_____

EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED.
THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL PACKAGE.

_____ _____
COMPANY / APPLICANT'S NAME AUTHORIZED SIGNATURE

_____ _____
DATE NAME (PRINT) TITLE

PROPOSAL

2027 PROFESSIONAL SERVICES

Date: _____
Company Name: _____
Address: _____
Address: _____

Proposals are being solicited for the following Professionals:

Borough Attorney
Borough Employment Attorney
Bond Attorney
Tax Appeal Attorney
Conflict Attorney
Fair Housing Attorney
OPRA Attorney
Redevelopment Attorney
Planner
Auditor
Brownfields Consultant
Risk/Health Benefit Management Consultant
Prosecutor
Public Defender
Planning Board Attorney
Planning Board Engineer
Planning Board Planner
Special Litigation Counsel,
Water/Sewer Engineer;
Engineer-Special Projects
Redevelopment Planner
Borough Engineer
Grant Writer
Municipal Court Judge

PROPOSAL (continued)

2027 PROFESSIONAL SERVICES

The undersigned declares that he/she has carefully examined and fully understands the Information for Applicants, Specifications and other documents herein referred to and agrees to furnish and deliver all materials and to perform all work in accordance with the contract documents for the 2027 Professional Services.

Applicant's Name

Authorized Signature

Print Name

Title

Telephone

Fax

E-Mail Address

Witness or Attest:

Signature

Print Name
(If Corporation, affix Corporate Seal)

GENERAL INFORMATION FOR APPLICANTS

I. SUBMISSION OF QUALIFICATIONS

A. Borough of Keyport, Monmouth County, New Jersey (hereinafter referred to as "Keyport") invites sealed proposals pursuant to the Notice to Applicants.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Applicants, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to Keyport, (2) bearing the name and address of the applicant written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.

D. It is the applicant's responsibility to see that proposals are presented to the Keyport on the hour and at the place designated. Proposals may be hand delivered or mailed; however, Keyport disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to Keyport before the time of Receipt of proposals may be withdrawn upon written application of the applicant who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal.

F. <u>All prices and amounts must be written in ink or preferably typewritten</u>. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or Keyport may reject irregularities of any kind. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the applicant and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

II. INTERPRETATION AND ADDENDA

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

B. Applicants are expected to examine the requirements with care and observe all their requirements. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the appropriate official. In the event the applicant fails to notify Keyport of such ambiguities, errors or omissions, the applicant shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to Keyport's representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the Receipt of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective applicants, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the applicant in the proposal. Keyport's interpretations or corrections thereof shall be final.

III. PREPARATION OF PROPOSALS

Keyport is exempt from any local, state or federal sales, use or excise tax.

IV. STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification

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

1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
ii. A photocopy of an approved Certificate of Employee Information Report, or
iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful applicant is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful applicant is obligated to comply with the Act and to hold Keyport harmless.

C. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

D. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

E. New Jersey Business Registration Requirements

Non-Construction Contracts – The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c134 (C.52:32-44 et al) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

F. Prohibited Investment Activities with Iran form must be completed.

Failure to submit this shall be cause for rejection of the proposal.

V. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months or less.

B. May award the work based on the terms stated in Exhibit A.

C. The successful applicant will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of Keyport.

D. This contract will be awarded pursuant to a fair and open process as prescribed in NJSA 19:44A-20.4 (P.L. 2005, c. 51).

VI. TERMINATION OF CONTRACT

A. If, through any cause, the successful applicant shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, Keyport shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve Keyport of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to Keyport for damages sustained by Keyport by virtue of any breach of the contract by the contractor and Keyport may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due Keyport from the contractor is determined.

C. The contractor agrees to indemnify and hold Keyport 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 Keyport under this provision.

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

EXHIBIT A
REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES – 2027

1. All sealed proposals shall be submitted to:
   Michele Clark
   Municipal Clerk of the Borough of Keyport
   70 W Front Street
   Keyport NJ 07735

   by December 3, 2026 – 11 a.m.

Eight (8) copies of the proposal shall be submitted, one being an original along with an entire proposal on a thumb drive.

2. All proposals shall include, at a minimum: the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; and a *proposal for compensation or a schedule of fees to be charged for such professional services*.

3. All proposals will be evaluated by the Administrator of Keyport and the Governing Body.

4. Proposals will be evaluated by Keyport on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation will consider:

   a. Experience and reputation in the field;

   b. Knowledge and experience with municipal/local government;

   c. Knowledge of the subject matter to be addressed under the contract;

   d. Availability to accommodate any required meetings of the agency as required by the Administrator/Governing Body;

   e. Support staff availability;

   f. Compensation proposal;

   g. Other factors, if determined to be in the best interest of Keyport and its agencies.

5. A point system for evaluating the proposals will be used as follows:

Factors	Points
a) Proven record of experience including references, in providing the type of services requested	25
b) Understanding of the qualitative nature of services provided	20
c) Personnel qualifications (i.e. resume of key personnel who will be responsible for work)	15
d) Location of professional's office	5
e) Availability of personnel and ability to provide services in a timely manner	10
f) Estimated Cost of services (i.e. price proposal)	25
TOTAL	100

FORMS REQUIRING SIGNATURES

DISCLOSURE OF OWNERSHIP

N.J.S.A. 52:25-24.0 (P.L. 1977 c 33)

Check One

[ ] I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issues 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

LEGAL NAME OF APPLICANT: _____

[ ] Limited Partnership [ ] Subchapter S Corporation [ ] Limited Liability Company

[ ] Partnership [ ] Corporation (Profit or Non-Profit) [ ] Sole Proprietorship

[ ] Limited Liability Partnership [ ] Other_____

Complete if the applicant/respondent is one of the three (3) types or corporations;

Date Incorporated: _____ Where Incorporated: _____

Business Address:

_____

Street Address City State Zip

_____

Telephone Number Fax Number

Listed below are the names and addresses of all stockholders, partners or individuals who own ten (10) percent or more of its stock of any classes, or who own ten (10) percent or greater interest therein.

(To be completed by for profit only)

Full Name of Individual	Address of Individual	Share (%) Owned
1.		
2.		
3.		

Notes:

1. *Attach additional sheets in this format, if necessary.*
2. *If an organization is shown as a greater than 10% Ownership, attach a similar breakdown of their/ its individual Owners.*

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at _____
2. The name of the within applicant is _____
3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that Borough of Keyport , Monmouth County, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the applicant.

Sworn and subscribed to
before me on this day of

_____, 2026

_____
Signature of Applicant

_____
Print Name

_____
Signature of Notary

_____
Print Name

AFFIRMATIVE ACTION CERTIFICATION

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Workforce Report (AA201) for any contract award that meets or exceeds the Public Agency bid threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all applicants:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
   YES ____ NO____

   If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?
   YES ____ NO____

   If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

Note: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

Applicant's Name	Title
Authorized Signature	Telephone
Print Name	

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, 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, affection or sexual orientation 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 for the 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, affection or sexual orientation 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, affection or sexual orientation 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, affection or sexual orientation 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 Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ACKOWLEDGEMENT OF RECEIPT OF CHANGES TO PROPOSAL DOCUMENTS FORM

Pursuant to N.J.S.A. 40A: 11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, applicant acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to applicants shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

Addendum Number	How Received (mail, fax, pick-up, etc.)	Date Received

If no addenda has been issued, please write "N/A" above and complete the form below

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT
Equal Opportunity For Individuals With Disabilities

The Contractor and Keyport do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 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 thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of Keyport pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend Keyport in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless Keyport, 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 form such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to Keyport grievance procedure, the Contractor agrees to abide by any decision of Keyport which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against Keyport or if Keyport 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.

Keyport 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 Keyport or any of its agents, servants, and employees, Keyport shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by Keyport or its representatives.

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

It is further agreed and understood that the Borough 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 Keyport from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

COMPANY / BIDDER'S NAME	AUTHORIZED SIGNATURE
DATE	NAME (PRINT) TITLE

CERTIFICATE BY PROFESSIONAL UNDER CONSIDERATION FOR APPOINTMENT

_____, of full age, certify and say:

1. I am employed by, or am a member of, the firm, _____, ("Firm").

2. I am sufficiently familiar with the Firm's business and transactions, or have made inquiry of the Firm sufficient to allow me to execute this Certification for the purposes stated herein.

3. I hereby certify that I am eligible to be awarded a Contract for professional services to Keyport.

4. I hereby certify that the foregoing statements made by me are true. I am aware that Keyport will rely upon this Certification in the event a Contract for professional services is awarded to me. I am further aware that if any of the statements made by me are willfully false, I am subject to punishment, and in addition thereto, any Contract for professional services which may have been awarded may be terminated and/or declared null and void.

Company/Applicant: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION

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

_____

(name of firm)

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of firm) have not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 2, 2026 as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐Partnership ☐Corporation ☐Sole Proprietorship ☐Subchapter S Corporation
☐Limited Partnership ☐Limited Liability Corporation ☐Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity:_____

Signed:_____ Title:_____

Print Name:_____ Date:_____

Subscribed and sworn before me this ___ day of _____,
2024.

_____
(Affiant)

My Commission expires:

_____
(Print name & title of affiant) (Corporate Seal)

APPENDIX A
LETTER OF QUALIFICATION
(Note: To be typed on Respondent's Letterhead.
No modifications may be made to this letter)

Hector Herrera
Borough Administrator
Borough of Keyport
70 W Front Street
Keyport, NJ 07735

Dear Mr. Herrera:

The undersigned has/have reviewed the Qualification Statement submitted in response to the Request for Proposals (RFP) issued by Borough of Keyport ("Keyport"), dated (month, date, year) in connection with the Keyport's need to appoint, various professional services consultants.

I/We affirm that the contents of the Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of my/our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature-Chief Executive Officer) _____

Typed Name and Title	Typed Name and Title
_____	_____
Typed Name of Firm*	Typed Name of Firm*
_____	_____
Dated:_____	Dated:_____

Each member of a joint venture, partnership or other formal organization shall execute this Letter of Qualification or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Qualification on its behalf.

APPENDIX B
LETTER OF INTENT
(Note: To be typed on Respondent's Letterhead.
No modifications may be made to this letter)

Hector Herrera
Borough Administrator
Borough of Keyport
70 W Front Street
Keyport, NJ 07735

Dear Mr. Herrera:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposals (RFP), issued by Keyport, dated (month date, year), in connection with the Borough's need for Professional Consulting Services for the year 2026.

_____ HEREBY STATES:
(Name of Respondent)

1. The Qualification Statement contains accurate, factual and complete information.

2. _____ agrees (agree) to participate in good faith in the procurement (Name of Respondent) process as described in the RFP.

3. _____ acknowledges (acknowledge) that all costs incurred by it (them) in (Name of Respondent) connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent.

4. _____ hereby declares (declare) that the only persons participating in this Qualification (Name of Respondent) Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to Keyport.

5. _____ declares that this Qualification Statement is made without (Name of Respondent) connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. _____ acknowledges and agrees that the Borough may modify, amend, (Name of Respondent) suspend and/or terminate the procurement process (in its sole judgment). In any case, Keyport shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

7. _____ acknowledges that any contract executed with respect to the (Name of Respondent) provision of all positions included in this RFP must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws. Respondent, if awarded a contract, will submit evidence of appropriate affirmative action compliance by providing either a 10 Letter of Federal Approval, or a 2) Certificate of Employee Information Report, or a 3) copy of a completed Initial Employee Report, Form AA-302.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)*

Dated:

Each Member of a joint venture, partnership or other formal organization shall execute this Letter of Intent or the joint venture, partnership or other formal organization must provide documentation that the person signing has the authority to execute this Letter of Intent on its behalf.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

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

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

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

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

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

CONTRACT AWARDS AND RENEWALS

☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

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

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

Part 3: Certification of True and Complete Information

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

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

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

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