

# **BOROUGH OF FREEHOLD**

**Monmouth County**

**New Jersey**

## **REQUEST FOR QUALIFICATIONS**

### **2025 PROFESSIONAL SERVICES WITHIN THE BOROUGH**

**Qualification Opening Date – Tuesday, December 10, 2024**

**Time – 11:00 AM**

Mayor Kevin A. Kane

#### **FREEHOLD BOROUGH COUNCIL**

Margaret Rogers	Council Member
Adam Reich	Council Member
Michael DiBenedetto	Council Member
Sharon Shutzer	Council President
Jeffrey J. Friedman	Council Member
Annette Jordan	Council Member

**PUBLIC NOTICE**  
**BOROUGH OF FREEHOLD**  
**NOTICE OF SOLICITATION OF PROPOSALS FOR PROFESSIONAL SERVICES**

**PLEASE TAKE NOTICE** that the Borough of Freehold is accepting proposals for the provisions of the following professional services to the Borough of Freehold during year 2025:

1. Borough Attorney
2. Borough Auditor
3. Borough Engineer
4. Special Counsel: Bond Counsel,
5. Land Use Attorney
6. Financial Advisor
7. Consulting Engineer - Water and Sewer
8. Professional Planner
9. Consulting Engineer – Special Projects
10. Licensed Site Remediation Professional (LSRP)
11. Special Counsel: Labor
12. Special Counsel: Tax Appeals
13. Special Counsel: Redevelopment
14. Special Counsel: COAH / Affordable Housing
15. Grants Consultant
16. Property Appraiser
17. Licensed Forester
18. RCA / Affordable Housing Administrator
19. Risk Management Consultant / Insurance Advisor

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- 20. Public Defender
  
- 21. Municipal Prosecutor
  
- 22. Professional Architect
  
- 23. Special Counsel – Cellular Antenna / 5G
  
- 24. Financial Management Consultant
  
- 25. Communications / Public Information  
Specialist

A copy of the proposal document may be obtained at the office of the Freehold Borough Business Administrator, 30 Mechanic Street, Freehold, NJ 07728. All proposals shall be submitted to Stephen J. Gallo, Business Administrator, 30 Mechanic Street, Freehold, NJ 07728 by Tuesday, December 10, 2024 at 11:00 AM.

Proposals are being solicited via 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:

	<b>Initials</b>	
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	_____	_____
Borough of Freehold Dispute Resolution Acknowledgement	_____	_____
Checklist of Required Documents, signed below	_____	_____
Disclosure of Investment Activities in Iran	_____	_____
Disclosure of Activities in Russia or Belarus	_____	_____

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**

**2025 PROFESSIONAL SERVICES WITHIN THE BOROUGH**

Date: \_\_\_\_\_

Professional: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**\*\*\*Please check the box next to the professional service for which you are submitting a proposal.\*\*\***

- 1. Borough Attorney \_\_\_\_\_
- 2. Borough Auditor \_\_\_\_\_
- 3. Borough Engineer \_\_\_\_\_
- 4. Special Counsel: Bond Counsel, \_\_\_\_\_
- 5. Land Use Attorney \_\_\_\_\_
- 6. Financial Advisor \_\_\_\_\_
- 7. Consulting Engineer - Water and Sewer \_\_\_\_\_
- 8. Licensed Professional Planner \_\_\_\_\_
- 9. Consulting Engineer – Special Projects \_\_\_\_\_
- 10. Licensed Site Remediation Professional \_\_\_\_\_
- 11. Special Counsel: Labor \_\_\_\_\_
- 12. Special Counsel: Tax Appeals \_\_\_\_\_
- 13. Special Counsel: Redevelopment \_\_\_\_\_
- 14. COAH/Affordable Housing Counsel \_\_\_\_\_
- 15. Grants Consultant \_\_\_\_\_
- 16. Property Appraiser \_\_\_\_\_

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- 17. Licensed Forester \_\_\_\_\_
- 18. RCA Affordable Housing Administrator \_\_\_\_\_
- 19. Risk Management Consultant \_\_\_\_\_
- 20. Public Defender \_\_\_\_\_
- 21. Municipal Prosecutor \_\_\_\_\_
- 22. Professional Architect \_\_\_\_\_
- 23. Special Counsel – Cellular Antenna/5G \_\_\_\_\_
- 24. Financial Management Consultant \_\_\_\_\_
- 25. Communications / Public Information Specialist \_\_\_\_\_

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 2025 Professional Services within the Borough.

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

Witness or Attest:

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
(If Corporation, affix Corporate Seal)

**GENERAL INFORMATION FOR APPLICANTS**

**I. SUBMISSION OF QUALIFICATIONS**

- A. Borough of Freehold, Monmouth County, New Jersey (hereinafter referred to as “OWNER”) 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 the OWNER, (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(s) and/or proposal(s) # being proposed.
- D. It is the applicant’s responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER 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 the OWNER before the time of opening 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. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. 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 the OWNER 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.
- H. The OWNER reserves the right to revise any part of the RFP/RFQ by issuing an addendum to the RFP/RFQ.
- I. Issuance of this RFP/RFQ in no way constitutes a commitment by the OWNER to award a contract. The OWNER reserves the right to accept or reject, in whole or part, all qualifications statements submitted and/or cancel this announcement if it is determined to be in the OWNER’s best interest.
- J. The OWNER is not liable for any costs incurred by prospective proposer/respondents prior to issuance of or entering into a contract. Costs associated with developing the qualifications statement, preparing for oral presentations, and any other expenses incurred by the proposer/respondent in responding to this RFP/RFQ are entirely the responsibility of the proposer/respondent, and shall not be reimbursed in any manner by the OWNER.

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- K. The OWNER shall not be liable for any errors in qualifications statements. The OWNER reserves the right to make corrections or amendments to the RFP/RFQ due to errors identified in qualifications statements by the OWNER or the proposer/respondent. The OWNER at its option, has the right to request clarification or additional information from the proposer/respondents; if requested, such information shall be provided within fourteen (14) days of request.
- L. The OWNER reserves the right to enter into a Contract without further discussion of the qualifications statement submitted based on the initial offer received. The OWNER reserves the right to contract for all or a partial list of services offered in the qualifications statement. The RFP/RFQ and qualifications statement of the selected proposer/respondent shall become part of any contract initiated by the OWNER.
- M. The selected proposer/respondent shall be expected to enter into a contract. In no event shall a proposer/respondent submit its own standard contract terms and conditions as a response to this RFP/RFQ. If the selected proposer/respondent fails to sign all contract documents within ten (10) calendar days of delivery, the OWNER may elect to cancel the award and award the contract to another proposer/respondent.
- N. Pay to Play: The proposer/respondent is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the proposer/respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the proposer/respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **II. INTERPRETATION AND ADDENDA**

- A. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by the OWNER. 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 the OWNER 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 the OWNER'S representative stipulated in the proposal. In order to be given consideration, written requests for interpretation must be received at least five (3) days prior to the date fixed for the opening 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. The OWNER'S interpretations or corrections thereof shall be final.

## **III. PREPARATION OF PROPOSALS**

- A. The OWNER 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).

2. Construction Contracts

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bid threshold.

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 the OWNER 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

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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.

**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.
- B. The OWNER 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 the OWNER.
- E. 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, the OWNER 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 the OWNER 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 the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.
- D. In case of default by the successful applicant, the OWNER may procure the articles or services from other sources and hold the successful applicant responsible for any excess cost occasioned thereby.

**REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES - 2025**

1. The Borough of Freehold is soliciting proposals for the provision of professional services to the Borough for the year 2025. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.
2. All proposals shall be submitted to Stephen J. Gallo, Business Administrator, 30 Mechanic Street, Freehold, New Jersey, 07728 no later than Tuesday, December 14, 2024 at 11:00 am. **Two (2) copies of the proposal shall be submitted.**
3. 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.
4. All proposals will be evaluated by the Governing Body of the Borough of Freehold.
5. Proposals will be evaluated by the Governing Body of the Borough of Freehold and its agencies 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 Borough form of government;
  - c. Knowledge of the Borough of Freehold and the subject matter to be addressed under the contract;
  - d. Availability to accommodate any required meetings of the agency;
  - e. Support staff availability;
  - f. Compensation proposal;
  - g. Other factors, if determined to be in the best interest of the Borough of Freehold and its agencies.
6. A description of the professional services required by the Borough of Freehold and its agencies is as follows:
  - A. Borough Auditor. The Borough Auditor shall make the annual audit of the Borough's financial records for the fiscal year ending December 31, 2024 and to serve as the Borough Auditor for the calendar year 2025 and perform the duties prescribed by law in accordance with auditing standards generally accepted in the United States and the laws and regulations of the State of New Jersey regarding same. The Borough Auditor shall perform such duties and render such services as may from time to time be

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requested by the Borough Mayor or Council, the Chief Financial Officer, or the Business Administrator.

- B. Borough Attorney. The attorney shall give all legal counsel and advice required by the mayor, council, or their designees, or any member thereof and shall in general serve as the legal advisor to the mayor and council on all matters of borough business.
- C. Borough Engineer. The consulting engineer will provide such municipal engineering services as directed by the Governing Body and all appropriate boards, commissions, and staff.
- D. Bond Counsel. Shall provide specialized legal services to the Borough relating to the authorization and issuance of debt obligations and other matters pertaining to capital projects, pursuant to the Local Bond Law and the customs and practices of public financial markets.
- E. Land Use Attorney. Shall provide legal services to the Freehold Borough Land Use Board as required under the Municipal Land Use Law and the Land Use Ordinances of the Borough of Freehold.
- F. Financial Advisor. The financial advisor will be responsible for advising the governing body and professional staff on matters pertaining to the authorizing and issuance of debt obligations and other matters pertaining to capital projects.
- G. Consulting Engineer - Water & Sewer Engineer. The water and sewer engineer will provide municipal engineering services for the Borough's water and sewer utility as directed by the mayor and governing body. Also, assistance shall be provided to utility employees for repairs and improvements.
- H. Licensed Professional Planner. The consulting planner will advise both the mayor and council and the planning board on various planning related issues, i.e., site plan review, variance reviews, and other related matters.
- I. Consulting Engineer – Special Projects - Consults with borough officials on special projects as assigned.
- J. Licensed Site Remediation Professional (LSRP) - Manages environmental projects on behalf of the borough as assigned in accordance with state and federal regulations.
- K. Special Counsel: Labor - Assists the borough with personnel and labor matters including contract negotiations, grievance hearings, discipline and appeals.
- L. Special Counsel: Tax Appeals – manages and defends tax appeals made against the borough works closely with the

borough attorney and the tax assessor.

- M. Special Counsel: Redevelopment – assists the borough with all redevelopment projects and related issues.
- N. Special Counsel: COAH / Affordable Housing – provides guidance and counsel to borough officials regarding affordable housing issues
- O. Grants Consultant – assists the borough in applying for grant funding from various sources.
- P. Property Appraiser – Upon request, conducts a property valuation on specific properties for litigation or other purposes.
- Q. Licensed Forester – Serves as the borough’s advisor regarding trees and community-based forestry programs.
- R. RCA Affordable Housing Administrator – Administers the borough’s RCA funded program in accordance with applicable law. Serves as the borough’s administrative agent for affordable housing matters.
- S. Risk Management Consultant / Insurance Advisor – Advises the borough regarding insurance matters.
- T. Public Defender – represents defendants in Municipal Court As assigned.
- U. Municipal Prosecutor - Represents the borough in cases involving violations of municipal ordinance or state law
- V. Special Counsel – Cellular Antenna / 5G – Provides the borough with specialized advice and guidance regarding the deployment of cellular communications equipment within the borough; ensures compliance with applicable law.
- W. Financial Management Consultant – Provides financial, management and organizational consulting services to increase efficiency and effectiveness.
- X. Communication / Public Information Specialist – Assists the administration by providing enhanced communications in various mediums regarding issues of importance to the community.



**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 the Borough of Freehold, County of Monmouth, 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

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
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.**

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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, affectional 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, affectional 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,

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creed, color, national origin, ancestry, marital status, affectional 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.

**ACKNOWLEDGEMENT 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.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*\*\*If no addenda have 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 the Borough of Freehold 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough 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 the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, 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 Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough 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 the Borough 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 the Borough 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

**DISPUTE RESOLUTION**

Any dispute arising under this Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

1. All remedies provided elsewhere in the Contract documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with paragraph 2.
2. Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceedings regarding the matter in dispute would be barred as a matter of law.
3. Nothing herein shall be construed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.
4. Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

Company/Applicant: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN  
RUSSIA OR BELARUS PURSUANT TO P.L.2023, c.3**

**CHECK THE APPROPRIATE BOX**

- I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2023, c.3,2](#) section 1.e, except as permitted by federal law.

**I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2023, c.3, section 1.d.**

**OR**

- I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

**Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**Description of Prohibited Activity**

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**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<sup>2</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Proposer:** \_\_\_\_\_

**PART 1**

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and 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:**

I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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**PART 2**

**You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below:**

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Proposer Contact Name: _____ Contact Phone Number: _____	

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or 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, and 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 Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_