

Request for Proposals

Borough of Sea Bright Electronic Beach Badge System

Advertisement Date:

October 26, 2016

Proposal Submission Date:

Wednesday November 16, 2016 at 12 noon

Introduction

The Borough of Sea Bright ("Borough") is experiencing an unprecedented level of growth within its beach front. Over 120,000 visited the Borough's beaches in 2015 and the Borough is desirous of making the user experience as efficient as possible to enjoy the Borough's waterfront area.

The Borough of Sea Bright is seeking sources interested in providing information for innovative and state-of-the-art, alternative ways for visitors to pay for and use beach badge or other passes.

These "electronic entrance passes" will allow the visitor to purchase a season, daily or special entrance pass. Once purchased, these electronic passes will then be shown at staffed sites as proof of payment and will have a way for staff to ensure that the passes are valid.

The electronic pass solution should allow the visitor/customer (user) to purchase a pass via their mobile device such as a smart phone. The user would then have their pass available on their mobile device to present to the Borough of Sea Bright staff when required. The Borough of Sea Bright staff will then be able to validate that the pass is valid to prevent fraud or misuse of the pass.

Solutions that work both on and offline are of particular interest. Also, solutions that require no, or a minimum amount of equipment for the Borough of Sea Bright are preferred.

The solution should collect only the minimum amount of information required to complete the financial transaction. Reporting of pass purchases and usage to Borough of Sea Bright is required. All data is owned by the Borough and shall not be used for any third-party purpose.

The award of this contract shall be made to the vendor whose proposal is deemed to be the most advantageous to the Borough, in accordance with the criteria set forth in the RFP.

The platform should

- Be "user friendly" to afford a minimal amount of staff training.
- Create business account profile and customer pass products in order for smart phone users to make purchases.

- The system shall have the ability to set the maximum number of pass available to sell and a warning system to alert the user or department of that the maximum number of passes available is approaching.
- Report on all financial transactions and current user activity real-time.
- Track and report the number of badges or passes sold by date and time.
- Track and report the number of badges or passes given out per post/location by date and time.
- Create scanning / tracking system for seasonal beach badges.
- Create and identify the name or names of attendants of each post or badge booth.
- Reconcile and report the badge sales collected and 'scanned-in' per post/location and identify over/under amounts in real time, per shift, and on a daily basis.
- Automatically batch disbursements into merchant bank.
- Ability to submit batched deposit report amount via Edmunds.
- Capture contact information of purchaser to enable the Borough to contact them by email or other application means, and for the use in marketing.
- Provide a credit card and debit card payments system.
- Train new staff onsite, webinars and other visual means.
- Have technical and training support staff available as needed in addition to electronic and manual directions.

From a user perspective:

- Mobile app to allow users to view standard information about the Borough of Sea Bright.
- Mobile app to allow users to create a personal profile within the app.
- Mobile app to allow users to make purchases of beach badges or special passes offered by the Borough of Sea Bright.

- Mobile app to allow users to check-in / scan-in at the Borough of Sea Bright designated entrance points to receive a physical badge or pass.
- Available on IOs and/or Android platform

Pricing Please provide pricing on the following:

Hardware acquisition for the Borough of Sea Bright: _____

Cost per user charge: _____

GENERAL TERMS AND INSTRUCTIONS TO BIDDERS: Proposal Submissions

All proposals shall consist of the following documents in order to be considered complete:

1. Completed Checklist Submission Form.
2. Scope of Work. The general framework for the scope of work has been developed by the Borough of Sea Bright. Respondents should propose on all parts of the scope of work.
3. Cover Letter and synopsis of your firm and similar work that your firm has been undertaking. No more than two pages.
4. Proposal describing the strategies and methods for designing, facilitating and completing the planning process and products. No more than four pages.
5. Timeline for delivering the Plan. No more than one page.
6. Resume and qualifications of individuals assigned to work. One page per person.
7. Pricing to include the cost of hardware acquisition for the Borough and cost per user charge.
8. Proposal Form (Form 1 attached);
9. Reference Form (Form 2 attached);
10. Non-Collusion Affidavit (Form 3 attached);
11. Stockholder Statement of Ownership (Form 4 attached);
12. State of New Jersey Debarred List Affidavit (Form 5 attached);
13. Acknowledgment of Receipt of Addenda (Form 6 attached);
14. Disclosure of Activities in Iran (Form 7 attached);
15. Certification of Ethics Complaint Disclosure (Form 8 attached);

Delivery Requirements and Due Date for Proposals:

All interested bidders are required to deliver an original of their proposal in a sealed envelope bearing the words "Electronic Beach Badge System" written conspicuously on the front exterior of the envelope, to the following address, no later than **Wednesday, November 16, 2016 at 12 Noon** in order for their proposal to be considered:

Borough of Sea Bright ATTN: Christine Pfeiffer, Borough Clerk, 1167 Ocean Avenue, Sea Bright, NJ 07760

No proposals shall be considered if received after that time. (Any such proposals will be rejected and returned unopened to the sender.)

It is the bidder's responsibility to ensure that delivery of the proposal is made to the attention of the Borough Clerk, and not merely to the Borough's Municipal Building, in a timely manner. All applicants assume the risks associated with regular mail or other delivery modes. The Borough of Sea Bright is not responsible for any proposals lost, wrongly addressed, delivered late, misdirected or otherwise undeliverable.

All proposals will be opened on **Wednesday, November 16, 2016 at 12 Noon** (prevailing time) in public in the Municipal Building Conference Room, located at 1167 Ocean Avenue, Sea Bright, NJ 07760. The name of each bidder that has submitted a proposal will be read aloud at that time.

Other Requirements Regarding Proposals:

1. Addenda

a. Addenda are written instruments which may be issued by the Borough of Sea Bright prior to the date for receipt of proposals which modify or interpret the RFP by additions, deletions, clarifications, or corrections.

b. Addenda will be issued to all RFP recipients. **In order to ensure that all interested bidders receive notice of any and all addenda that may be issued by the Borough, all interested bidders are directed to provide contact information to the Borough Clerk immediately upon receipt and review of this RFP.**

c. Each bidder shall indicate on the "Acknowledgement of Receipt of Addenda" form (Form 6) that all addenda have been received; such act shall mean that the bidder is familiar with the terms thereof and understands fully the contents of the addenda.

2. All costs associated with the preparation and submission of a proposal in response to this solicitation shall be borne exclusively by the bidder.

3. Proposals shall be valid for a period of at least sixty (60) days following receipt by the Borough.

Confidentiality

The Borough shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents and materials submitted by the bidder pertaining to this RFP will be public information and will be made available for inspection, unless otherwise determined by the Borough. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the Borough. Based upon the public nature of this RFP, a bidder must inform the Borough in writing of the exact materials in the offer which cannot be made a part of the public record.

Evaluation of Proposals and Contract Award:

A. Following the opening of all proposals, the submissions will be evaluated by a team of Borough officials which may consist of the Borough Clerk, the Borough Attorney, Borough Council, and other individuals as designated by the Borough Clerk.

- B. The evaluations will be conducted individually and collectively in private.
- C. The team of evaluators reserves the right to contact other municipalities, references and others familiar with the bidder and their work.
- D. The Borough reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of the RFP.
- E. Evaluation of the proposals shall be made in accordance with the requirements of the RFP and those specified under N.J.S.A. 40A:11-4.1, *et seq.*
- F. The evaluation team's final recommendation shall be forwarded to the Mayor and Council for consideration and potential award of a contract.
- G. The Mayor and Council reserve the right to reject all proposals, in the sole discretion of the Borough, and to waive any minor nonmaterial defects when it may be in the best interests of the Borough to do so.
- H. The Borough may require the entire proposal be made an integral part of the resulting contract. This implies that all responses contained within the proposal, along with any supplemental information and/or other submissions provided by the bidder during discussions or negotiations will be held by the Borough as contractually binding on the successful bidder.
- I. The successful bidder shall be required to execute a written contractual agreement with the Borough, which agreement shall be in a form satisfactory to the Borough Attorney, within ten (10) business days following acceptance of the proposal by the Mayor and Council.
- J. As part of the contract, the bidder shall agree to defend, indemnify, and hold harmless the Borough, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Borough, its officials, agents, employees, and volunteers arising in whole or in part or in consequence of the performance of this work by the bidder, its employees, or subcontractors, or which may in any way result therefrom, except that arising out of the sole legal cause of the Borough, its officials, agents, or employees. The bidder shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and

other expenses arising therefrom or incurred in connection therewith and, if any judgment shall be rendered against the Borough, its officials, agents, and employees, in any such action, the bidder shall, at its own expense, satisfy, and discharge the same.

- K. After notification of award but prior to execution of a contract, the successful bidder must execute (where applicable) and submit the following:
 - a. Stockholders Disclosure Form
 - b. Non Collusion Affidavit
 - c. Mandatory Equal Employment Opportunity Language (Form 9 attached);
 - d. Americans with Disabilities Act Compliance Statement (Form 10 attached);
 - e. State of New Jersey Business Registration Certificate
 - f. Disclosure of Investments in Iran
 - g. Certification of Ethics Complaints

Borough of Sea Bright

DOCUMENT CHECKLIST

Initial Submission Requirement

	Bid Proposal
	Non-Collusion Affidavit
	Stockholder Disclosure Form
	References
	Americans with Disabilities Act of 1990 Language
	Proof of Registration
	Disclosure of Investments in Iran (N.J.S.A. 52:32-58)
	Certification of Ethics Complaints (as per City MOU with State of NJ)
	Mandatory Equal Employment Opportunity Language

Borough of Sea Bright, New Jersey (Form 1)

PROPOSAL FORM FOR ELECTRONIC BEACH BADGE SYSTEM

Bidder Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

HARDWARE ACQUISITION FOR THE CITY:

1. _____

2. _____

3. _____

4. _____

COST PER USER CHARGE:

1. _____

Signature

Printed Name

Date

Borough of Sea Bright, New Jersey (Form 2)

Request for Proposals

REFERENCE FORM

Bidder Name: (Please Print)

The bidder shall list references with needs similar to the Borough of Sea Bright for whom the bidder has provided comparable services. Please include name, address, telephone number, year(s) employed by referenced firms, contact person, and type of work your performed for that entity.

1. Company Name / Municipality:

Address: _____

Contact Person: _____

Phone: _____

Type of Work: _____

Date of Completion: _____

2. Company Name / Municipality:

Address: _____

Contact Person: _____

Phone: _____

Type of Work: _____

Date of Completion: _____

3. Company Name / Municipality:

Address: _____

Contact Person: _____

Phone: _____

Type of Work: _____

Date of Completion: _____

NON-COLLUSION AFFIDAVIT (Form 3)

State of New Jersey
County of Monmouth

FEIN: _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the _____ relies upon the truth
(name of contracting unit)

of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established commercial
or selling agencies maintained by _____.

Subscribed and sworn to
before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____
(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION (Form 4)
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn to
before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____
(Seal)

**Borough of Sea Bright, New Jersey (Form 5)
Request for Proposals**

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

FEIN: _____

I, _____, of the _____ of _____
in the County of _____ and the State of _____, of full age,
being duly sworn according to law on my oath depose and say that: I am
_____, an officer of the firm of _____, the
consultant making the Proposal for the above-named Project, and I hereby certify that I have
executed the said Proposal with full authority to do so; that said consultant at the time of making
this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred,
Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in
this Affidavit are true and correct, and made with the full knowledge that the Borough of Sea
Bright relies upon the truth of the statements contained in said Proposal and in the statements
contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear
on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior
to, and/or during the life of the contract, including the Guarantee period, the Borough of Sea
Bright shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as consultant is subject to
disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if
the consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as
determined according to applicable laws and regulations.

Name and Address of Consultant: _____

Name and Title of Affiant: _____

Subscribed and sworn before me on this _____ day of _____.

_____ Notary Public of My commission expires
_____, 20____.

(Seal)

Borough of Sea Bright, New Jersey (Form 6)

Request for Proposals

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned consultant hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge of Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addenda was received, initial here: _____

Acknowledged for: _____
(Name of Consultant)

By: _____
(Signature of Authorized Representative)

Title: _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (Form 7)

Solicitation Number: _____

Bidder / Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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, 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 Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25Listpdf>. 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 Director 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, 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 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.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

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 Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

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 State of New Jersey 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 State to notify the State 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, 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 State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

Borough of Sea Bright, New Jersey (Form 8)

Request for Proposals

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of _____ (name of firm/company).

If any prior or pending ethics complaints exist, please cite below.

1. _____

2. _____

3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: _____ Date: _____

Name: _____

Title: _____

Name of Firm: _____

Address: _____

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.**

Signed: _____

Print Name: _____

Name & Address of Company:

Dated: _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

WITNESS:

CONSULTANT:

BY:

DATED: _____

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
BOROUGH OF SEA BRIGHT, MONMOUTH COUNTY, NEW JERSEY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ *<name of business entity>* has not made, in the one year period preceding **January 1, 2014**, and will not make any contributions in violation of Chapter 11 of the Sea Bright General Revised Code 1998 that would bar the award of this contract to any of the following named candidate committees; joint candidates committees; or political party committees representing the elected officials of the Borough of Sea Bright, New Jersey, or to any Monmouth County party committee or any political action committee that is organized for the purpose of promoting or supporting municipal candidates or municipal officeholder, as set forth in **Chapter 11 of the Sea Bright General Revised Code 1998**:

Dina Long, Mayor	Independent
Peggy Bills, Councilmember	Monmouth County Republican Organization
William J. Keeler, Councilmember	Monmouth County Republican Organization
Brian P. Kelly, Councilmember	Monmouth County Republican Organization
John Lamia, Councilmember	Monmouth County Republican Organization
Marc A. Leckstein, Councilmember	Democrat County Committee
Charlie Rooney, Councilmember	Democrat County Committee

Any other committees, whether or not named above, as may be prohibited by Chapter 11 of the Sea Bright General Revised Code 1998

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, and the names and home addresses of all directors and officers of the business entity.

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

CHAPTER 11 – SEA BRIGHT REVISED GENERAL CODE 1998

Chapter 11: CONTRACTS

[HISTORY: Adopted by the Mayor and Council of the Borough of Sea Bright as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Article I Disclosure of Political Contributions

§ 11-1 Applicability; disclosure minimum.

§ 11-2 Disclosure form required prior to contract.

§ 11-3 Disclosure of contributions made before and after execution of disclosure form.

§ 11-4 Violation of provisions; breach of contract.

Article I: Disclosure of Political Contributions

[Adopted 8-17-2004 by Ord. No. 16-2004]

§ 11-1 Applicability; disclosure minimum.

The Borough of Sea Bright hereby requires the recipients of professional services contracts to disclose contributions in excess of \$200 to candidates for, or holders of, public office within the Borough.

§ 11-2 Disclosure form required prior to contract.

- A. Any provision of law to the contrary notwithstanding, the municipality or any of its purchasing agents or agencies or those of its independent authorities shall not enter into an agreement or otherwise contract to procure services for professional services, as defined by statute, from any professional that has not filed the disclosure form with the Municipal Clerk. The disclosure form shall set forth contributions in excess of \$200 to a campaign committee or candidate for office within the municipality or to any municipal party committee within one calendar year immediately preceding the date of the contract or agreement.
- B. For purposes of this article, a "professional business entity" seeking a public contract means a person, firm, corporation, professional corporation, partnership, organization or association authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type in a particular field. The definition shall include all principals who own 10% or more equity in the corporation or business trust, partners and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity. The definition shall also include any spouse or child, living at home, of a principal.

§ 11-3 Disclosure of contributions made before and after execution of disclosure form.

- A. Prior to awarding any contract or agreement to procure professional services in excess of \$5,000 with any professional business entity, the Borough or any of its purchasing agencies shall require a signed disclosure form from the professional, made under penalty of perjury, that the professional has disclosed contributions consistent with this article.
- B. The certification required under this section shall be made prior to entry into the contract or agreement with the Borough and shall be in addition to any other certifications that may be required by any other provision of law. The professional business entity shall have a continuing duty to report contributions under this article that may occur subsequent to the execution of the disclosure form.

§ 11-4 Violation of provisions; breach of contract.

All Borough of Sea Bright professional service agreements shall provide that it shall be a breach of the terms of the government contract for the professional to violate this article.