

BOROUGH OF SPRING LAKE HEIGHTS

Resolution of the Borough Council authorizing a contract for Professional Services to PM Consultants to provide services by a Qualified Purchasing Agent for the year 2025.

Resolution No. R2025-16

WHEREAS, there exists a need for a Qualified Purchasing Agent during the year 2025; and

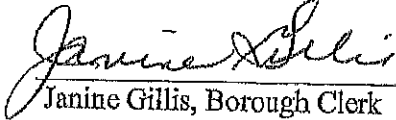
WHEREAS, the Borough Council previously directed the Borough Administrator to solicit proposals for various professional services, including financial reporting and accounting services, in accordance with the "Fair and Open" process outlined in the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Mayor has recommended the contract be awarded to **PM Consultants, LLC** which submitted a proposal to provide these services and submitted the required certifications; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Spring Lake Heights, in the County of Monmouth, State of New Jersey as follows:

1. A Professional Services contract is hereby awarded to **PM Consultants, LLC** to provide a Qualified Purchasing Agent services during the year 2025 in accordance with the submitted proposal.
2. The Mayor and the Borough Clerk are authorized to execute the contract for these services which provides for maximum fees at the rate of \$135.00 per hour, not to exceed \$10,000 annually.
3. The Borough Clerk is directed to forward a copy of this resolution to the Chief Financial Officer and arrange publication of a notice of this contract award in accordance with N.J.S.A. 40A:11-5(1)(a)(i) if required.

Adopted: January 6, 2025


Janine Gillis, Borough Clerk

CONTRACT

This Contract ("Agreement" or "Contract") is hereby made this 6th day of January 2025, between the **BOROUGH OF SPRING LAKE HEIGHTS**, a municipal corporation of the State of New Jersey, with its principal offices located at 555 Brighton Avenue, Spring Lake Heights, New Jersey 07762 (the "Borough"); and PM Consultants, LLC, with its principal offices located at 852 Hollyberry Lane Brick, NJ 08724 ("Firm") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Borough of Spring Lake Heights ("Borough") is a municipal corporation of the State of New Jersey, in the County of Monmouth, State of New Jersey; and

WHEREAS, the Borough approved entry into a contract with the Firm for the provision of certain services, as set forth in the approving resolution attached hereto as Exhibit A and incorporated by reference (the "Resolution"); and

WHEREAS, in order to address the respective responsibilities of the Borough and Firm under the foregoing engagement, the Parties enter into this Contract.

NOW, THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

I. CONTRACT TERMS.

- A. The Firm shall perform all professional services requested by the Borough pursuant to the terms and conditions represented in the Borough's Request for Proposals ("RFP"), and the Firm's submission in response to same, all of which are attached hereto as Exhibit B, incorporated by reference, and are hereafter defined as the "Scope of Work."
- B. The Firm shall be compensated for all services performed under this Agreement at an hourly rate as set forth in the Resolution, RFP, and/or Scope of Work. In case of any conflict, the hourly rate set forth in the earlier listed document in the prior sentence shall govern.
- C. The Firm may additionally bill for all reasonable expenses, which are those associated with and necessary for the performance of the services being provided, and which shall be enumerated with appropriate back-up documenting the same.
- D. The Contract shall be for a one-year term that is effective upon execution by the Parties, with retroactive effective to January 1, 2025, and shall remain effective through December 31, 2025.

- E. This Contract shall be subject to and contingent upon any terms set forth in the Resolution, except to the extent such conditions have been eliminated by subsequent formal action of the governing body.
- F. In case of any conflict between the express terms of this Contract and the terms of any document(s) attached as an exhibit to this Contract and incorporated by reference, including but not limited to the Scope of Work, the express terms of this Contract shall govern.

II. FIRM REPRESENTATIONS.

- A. By entering into this Contract, Firm makes the following representations of compliance with applicable provisions of New Jersey law as set forth in this Article. Any noncompliance with this Article or any other applicable provisions of State law shall constitute a breach of the Contract by Firm. The Borough retains the right to terminate the Contract on a for-cause basis for any breach of the provisions of this Article.
- B. To the extent applicable under law, Firm agrees to comply with the affirmative action requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq., and has completed the form attached as Exhibit C and incorporated by reference.
- C. To the extent applicable under law, Firm agrees to comply with New Jersey's equal employment opportunity provisions, as set forth at N.J.S.A. 10:5-31 et seq., and has completed the form attached as Exhibit D and incorporated by reference.
- D. To the extent applicable under law, Firm agrees to comply with New Jersey's requirements for disclosure of investment activities in Iran, as set forth in P.L. 2012, c. 25, and has completed the form attached as Exhibit E and incorporated by reference.
- E. Firm agrees to comply with the stockholder disclosure requirements of N.J.S.A. 52:25-24.2, and has completed the disclosure form attached as Exhibit F and incorporated by reference.
- F. Firm certifies that it complies with the business registration requirements of N.J.S.A. 52:32-44, and in furtherance of same has provided the Borough with a copy of its business registration certificate.

III. INSURANCE

- A. The Firm shall provide and maintain its own professional liability coverage covering its employees and agents at its own cost in a minimum amount of \$1,000,000 per occurrence.

- B. Firm is required to provide the levels of Insurance coverage set forth above within five (5) days of entry into this Contract or prior to the performance of work under the Contract, whichever occurs first, and then throughout the term of the Contract, through a policy underwritten by an insurance company that has an A.M. Best Rating of at least AX.
- C. Firm shall provide the Borough with a certificate of Insurance that names the Borough of Spring Lake Heights and its respective agents, servants, employees, and officers as additional Insureds on all policies required under this Article, except the Worker's Compensation policy if applicable. The certificate of insurance shall further provide that the Borough shall receive at least thirty (30) days' notice prior to the expiration of any policy listed on same.
- D. The Firm shall provide the Borough with a copy of an ACORD Certificate of Liability Insurance reflecting Insurance coverages in accordance with the requirements of this Article within five (5) days of entry into this Contract or prior to the performance of work under the Contract, whichever occurs first.

IV. INDEMNIFICATION.

- A. Firm hereby agrees to indemnify and hold harmless the Borough and its agents, servants, employees, and officers, (collectively, the "Borough", for purposes of this Section only), from and against all losses, damages, claims, suits, actions, penalties, obligations, liabilities and expenses, which may be caused by Firm's activities (including errors and omissions) pursuant to the Contract, whether such activities or performance thereof is by Firm or anyone directly or indirectly employed or under contract with Firm, and whether or not such damage or claim shall accrue or be discovered before or after termination of the Contract. This indemnification shall not include claims that are finally determined to result from the sole negligence of the Borough, or in instances where such indemnification violates public policy. Firm's indemnity obligation shall include the provision of a defense for the Borough at all stages of the claim or judicial process.
- B. Notwithstanding the foregoing, the Borough shall indemnify the Firm for costs of defense of any action at law related to any duty or responsibility imposed upon the Firm by any government, statute, law, regulation or ordinance, instituted by anyone except the Borough against the Firm directly related to or by reason of its rendering of services under this Agreement unless and until a court of competent jurisdiction finds that the Firm acted outside of the scope of their duties under this Agreement, negligently, or contrary to law, in which event the Borough shall be reimbursed for its cost of defense, except that said reimbursement may be waived or apportioned in case of a settlement, as agreed by the Borough.

V. PAYMENTS.

- A. In order to obtain payment for services performed, the Firm shall submit a pay request and sign a purchase order in accordance with the Borough's requirements.

VI. TERMINATION.

- A. If, through any cause, Firm shall fail to fulfill in a timely and proper manner obligations under the Contract, or if Firm shall violate any of the requirements of the Contract, the Borough shall thereupon have the right to terminate the Contract by giving written notice to Firm of such termination and specifying the effective date of termination. Such termination shall relieve the Borough of any obligation for balances to Firm of any sum or sums set forth in the Contract.
- B. Firm shall not be relieved of any liability to the Borough for damages sustained by the Borough by virtue of any breach of the Contract by Firm, and the Borough may withhold any payments to Firm for the purpose of compensation until such time as the exact amount of the damages due to the Borough from Firm is determined.

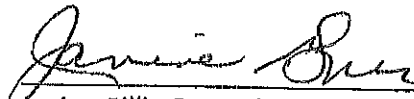
VII. MISCELLANEOUS.

- A. Approval: Entry into this Contract has been properly approved by resolution of the Mayor and Council. The undersigned is duly authorized to execute this Agreement on behalf of the Borough of Spring Lake Heights.
- B. Amendment/Waivers: This Agreement may be amended only by writing duly authorized by the Parties.
- C. Entire Agreement: This Agreement is the entire agreement between the Parties, and no alterations, changes, or additions hereto shall be made except in writing and approved by the Parties.
- D. Severability: If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, such terms or conditions or application shall not be deemed to be valid, except to the extent permitted by law, but all other terms and conditions and applications shall continue in full force and effect.
- E. Choice of Law: Any dispute under this Agreement shall be governed by the laws of the State of New Jersey.
- F. Venue and Jurisdiction: Any dispute under this Agreement shall be decided in the Superior Court of New Jersey, Monmouth County. Firm represents that is subject to personal jurisdiction within the State of New Jersey and agrees to accept service of process at its above-captioned address.

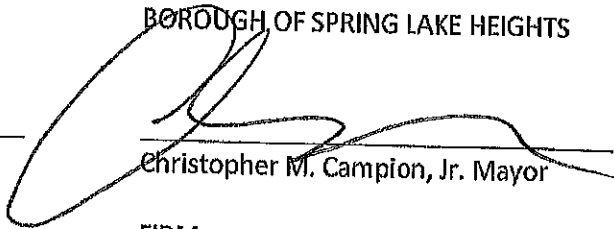
- G. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.
- H. Immunity: The Parties, with respect to their respective activities and obligations pursuant to this Agreement, shall retain all privileges and immunities accorded to them under applicable law, including but not limited to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.
- I. No Assignment: The rights and the obligations of this Contract shall not be assigned by either party without the written consent and approval of the other.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first written above:

WITNESS:


Janine Gillis, Borough Clerk

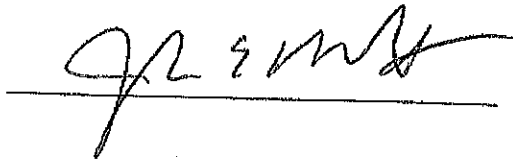
BOROUGH OF SPRING LAKE HEIGHTS


Christopher M. Campion, Jr. Mayor

WITNESS:



FIRM:



PM Consultants, LLC
852 Hollyberry Lane
Brick, NJ 08724
732-674-3112

December 8, 2024

Office of the Borough Clerk
Borough of Spring Lake Heights
555 Brighton Avenue
Spring Lake heights, NJ 07762

Re: Request for proposals for Professional Services

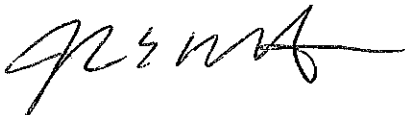
Dear Clerk;

Attached is our proposal to provide Qualified Purchasing Agent consulting services to the Borough of Spring Lake Heights. Pursuant to the RFP, I would like to offer the following information to fulfill your request.

- PM Consultants will perform tasks requested and will include John E. Barrett CMFO, and other qualified individuals.
- John E. Barrett started his auditing career in 1997 with the firm now known as Hutchins, Farrell, Meyer, & Allison and later moved to the firm Ford, Scott Seidenberg, & Kennedy. Mr. Barrett quickly rose through the ranks of the firms from a staff accountant to becoming a supervisor of the government audit division. In 2007 Mr. Barrett became the CFO/Director of Finance of Ewing Township and moved to Hamilton Township in Mercer County in October 2008 where he works as the Director of Finance/CFO. The combined budgets of Hamilton exceed 115 million excluding capital and trust funds. Mr. Barrett holds the license of Certified Municipal Finance Officer and Certified County Finance Officer with the State of New Jersey. PM Consultants will be responsible for preparation of all debt statements, including supplemental debt statements; preparation of the municipal budget; preparation of bank statement reconciliations; maintain the financial software including Edmunds and excel and preparation of the Annual Financial Statements.
- PM Consultants will be available for consultation by phone or email 24 hours a day, 7 days a week for financial consultation and shall be able to attend meetings as requested by the Borough Administrator, including public meetings.
- PM Consultants has provided consulting to the Borough of Spring Lake Heights since October 2011 and has performed all the duties detailed above. Township of Eastampton and the Township of Upper Freehold have been municipalities Mr. Barrett has been employed in the recent past.

- PM Consultants will continue to perform all requested tasks in a timely manner to the satisfaction of the business administrator.
- John Barrett possesses the licenses of Certified Municipal Finance Officer license # N-0477 and a Certified County Finance Officer.
- Mr. Barrett is a graduate of Queens College with a BS in Accounting.
- A copy of insurance coverage is attached
- The hourly charge for services rendered will be \$135.00 per hour for individuals with the credential of Certified Municipal Finance Officer, Tax Collector, Purchasing Agent, Municipal Clerk, and Tax Assessor.
- The hourly charge for services related to administrator services will be \$155.00 per hour
- The hourly rate charged to other municipalities would be normally \$175.00 per hour.
- There aren't any known conflicts of interest between PM Consultants, John E. Barrett and the Borough of Spring Lake Heights that would disqualify PM Consultants from working for Borough of Spring Lake Heights.
- The Affirmative action Statement is on file with the Borough of Spring Lake Heights.
- PM Consultants Business Registration Certificate is on file with the Borough of Spring Lake Heights.

Sincerely;



JOHN E. BARRETT

EXHIBIT A

MANDATORY AFFIRMATIVE ACTION LANGUAGE

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

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, sex, affectational 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, sex, affectational or sexual orientation. 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, sex, affectational or sexual orientation;

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectational or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

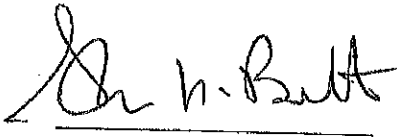
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

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, sex, affectational or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

WITNESS:

PM CONSULTANTS





BY: JOHN E. BARRETT

TITLE: owner

DATED: 12/8/21

EXHIBIT B

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS PUBLIC LAW 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). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No X
2. Do you have a State Certificate of Employee Information Report Approval?
Yes X No _____

You shall submit a photostatic 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 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

PM CONSULTANTS


BY: JOHN E. BARRETT
TITLE: OWNER

EXHIBIT C

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

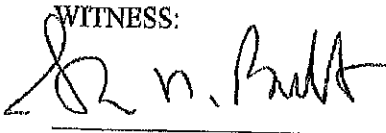
The Contractor and the Borough of Spring Lake Heights (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, 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 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 the 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:



PM CONSULTANTS

BY: 
JOHN E. BARRETT
TITLE: OWNER

DATED: 12/8/24



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
Phone: (609) 292-8700

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.nj.gov

FORM BE

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement 12/08/2024
format: MM/DD/YYYY

Activity for Calendar Year 2024

☐ Check If
Amendment

Part 2: Business Entity Information

Business Name PM Consultants LLC

Business Type Other Business Organization

Address 1 852 Hollyberry Lane

Address 2 _____

City Brick

State New Jersey

Zip 08724

*(Area Code) Telephone Number _____

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name John Last Name Barrett

Title/Position Owner

Date 12/08/2024

*(Area Code) Telephone Number [REDACTED]

☒ Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
2 Business name/disregarded entity name, if different from above. PM CONSULTANTS LLC	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
5b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 852 HOLLYBERRY LANE	Requester's name and address (optional)
6 City, state, and ZIP code BRICK, NJ 08724	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

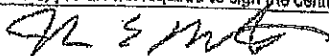
Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date **12/8/24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 5b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Hiscox Inc.
6 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT

NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL: contact@hiscox.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Hiscox Insurance Company Inc 10200

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

P.M. Consultants
852 Holly Berry Lane
Brick, NJ 08724

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.667.614.7	10/18/2024	10/18/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

BOROUGH OF SPRING LAKE HEIGHTS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certification 51936

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2020 to 15-NOV-2027



PM CONSULTANTS, LLC
852 HOLLYBERRY LANE
BRICK

NJ 08724



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PM CONSULTANTS LLC

Trade Name:

Address: 852 HOLLYBERRY LANE
BRICK, NJ 08724-4346

Certificate Number: 1628804

Effective Date: March 28, 2011

Date of Issuance: December 01, 2014

For Office Use Only:

20141201141357272

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: P.M. Consultants LLC SIGNATURE: [Signature]
PRINT NAME: John E. Barnett TITLE: Owner
DATE: 12/8/24

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business P.M. Consultants LLC

☒ 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: John F. Barrett

Name: _____

Home Address: 852 Hollyberry Ln
BRIDGE, NJ 08724

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 9th day of

December, 2024

MARY ELLEN KARAMUS

(Notary Public)

Mary Ellen Karamus

My Commission expires: 01/25/2027

(Affiant)

John F. Barrett owner
(Print name & title of affiant)

(Corporate Seal)

MARY ELLEN KARAMUS
Notary Public, State of New Jersey
My Commission Expires 1/25/2027

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of OCEAN

SS:

I, JOHN E. BARNETT residing in
BRICK
(name of municipality)

(name of affiant)

In the County of OCEAN and State of NEW JERSEY of
full age, being duly sworn according to law on my oath depose and say that:

I am OWNER of the firm of P.M. CONSULTANTS LLC
(title or position) (name of firm)

the bidder making this Proposal for the bid
entitled FINAID QPA ADMIN, 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 Borough of
SPRING LAKE HEIGHTS relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

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 P.M. CONSULTANTS

Subscribed and sworn to

before me this day

[Signature]
Signature

December 9, 2024

John E. Barnett
(Type or print name of affiant under signature)

Mary Ellen Karamus
Notary public of STATE OF NEW JERSEY

My Commission expires 01/25/2027

(Seal)

MARY ELLEN KARAMUS
Notary Public, State of New Jersey
My Commission Expires 1/25/2027

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	P.M. Consultants LLC		
Address:	852 Hollyberry Lane		
City:	Brick	State:	NT
		Zip:	08724

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature
Part II - Contribution Dis

John E. Barnett Owner
Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**BOROUGH OF SPRING LAKE HEIGHTS
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Person or Entity: P.M. Consultants LLC

PART 1: CERTIFICATION
COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. 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.

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury'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.

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

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is 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 Borough of Spring Lake Heights 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 Borough of Spring Lake Heights to notify the Borough of Spring Lake Heights 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 Borough of Spring Lake Heights and that the Borough of Spring Lake Heights at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): John E. Barnett

Signature: [Signature]

Title: Owner

Date: 1-1-25