

REQUEST FOR QUALIFICATIONS AND PROPOSAL

For the
Comprehensive Review of Existing Master Plan Land Use Element

Issued by
Borough of Lavallette

Date Issued: December 31, 2025
Responses Due by 12:00 pm EST on: January 14, 2026

REQUEST FOR PROPOSAL
MASTER PLAN RE-EXAMINATION REPORT

The Borough of Lavallette is seeking the assistance of an AICP/PP Licensed Professional Planner or professional consultancy firm with duly licensed professionals on staff to assist in the preparation of a comprehensive Master Plan update and completion of the Borough of Lavallette Master Plan.

1.1 SCOPE OF SERVICES

The last comprehensive Master Plan update was adopted on June 9, 2016.

Task 1

Attend meetings and work directly with the Lavallette Planning Board to establish goals, objectives, and timelines for the program.

Task 2

Review the current Master Plan, Reexamination Plan and SRPR documents and make recommendations to the Lavallette Planning Board for revisions to the Land Use Plan Element.

Identify primary needs, challenges and opportunities.

Our 2016 Master Plan is available for review on the [Borough of Lavallette, NJ 08735 Official Website](http://www.lavallette.org)

Task 3

Provide public involvement process to develop, articulate, and visualize future scenarios and develop a consensus around priorities and objectives.

Task 4

- Identify future development trends that may occur due to flooding, sea level rise and storm surge;
- Discuss potential for absorption of density outside of flood hazard areas to accommodate the loss of density from resiliency efforts such as land preservation;
- Any other amendments that may avail themselves through the analysis, Borough Officials, Boards and Staff comments/suggestions, and comments solicited through the public involvement process.

Task 5

Final Plan Preparation Provide to the Lavallette Planning Board a single document for final presentation and adoption that includes all information and recommendations.

1.2 DELIVERABLES

1. 12 copies of a draft plan and 12 copies of the final plan. A PDF copy of the draft and final plan will be provided so the municipality may make for the public or provide the Plan on the Borough's website.
2. GIS data and map layers generated or compiled as part of this project will be provided to the Borough and the DCA.
3. Monthly Status reports to the DCA

1.3 PROPOSAL SUBMISSION

An original and 12 copies of the proposal are to be submitted, in writing and by PDF, no later than January 14, 2026 by 12:00 pm EST. All proposal submittals should be delivered by hand, or mail by the referenced due date to the contact person specified below.

Mail To:

C. Nunziato, Planning Board Secretary
Borough of Lavallette
1306 Grand Central Avenue
Lavallette, New Jersey 08735

Hand Delivered To:

C. Nunziato, Planning Board Secretary
Borough of Lavallette
1306 Grand Central Avenue
Lavallette, New Jersey 08735

Electronic:

planningboard@lavallette.org

It shall be the responsibility of the firm to submit the proposal by the date and time reference above. Proposals received after the date and time prescribed above shall not be considered. Please note that any State or Federal suspension, debarment, or disqualification action against a consultant or any member of the consultant's team will render them ineligible to participate in this program.

Proposals are considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47: IA-I et seq., and the common law.

1.4 COLLABORATIONS AND SUBCONTRACTS

Any proposal that relies on collaboration between planning consultants, who are not formally affiliated, must include a signed copy of the agreement between the authorized signatories of the parties to the proposal. Any subcontractors to be engaged by the entity preparing the proposal must be identified in the proposal

1.5 CONSULTANT FEE

Interested parties should submit a fee proposal, itemized by task.

1.6 SUBMISSION REQUIREMENTS

The following information shall be included in the Proposal:

- a. RFP Title Page
- b. Name of firm, individual or institution submitting proposal
- c. Summary of the firm and Statement of Qualifications along with a statement explaining why the firm is especially well –suited to fulfill the task at hand. Including the Professional credentials of all individuals working on project
- d. Resume of project manager (Note: all projects must be overseen by an AICP/PP licensed planner) and contact information
- e. Proposed scope of work
- f. Proposed fee for all deliverables broken down by task
- g. Include a timetable for project deliverables. Demonstrate the commitment to be able to follow and adhere to the timeline. The Borough expects to conclude the work with the finished and adopted element within six (6) months of the consultant's appointment.
- h. Completion date for all deliverables
- i. Examples of similar work products — up to three. List of references with current contact information and the project by which the reference best knows the consultant.
- j. Copy of collaboration/subcontract agreements, if applicable.
- k. Firm, individual or institution ownership information.
- l. Budget and justification for associated costs; if applicable.

1.7 SELECTION OF PLANNING CONSULTANT

All proposals submitted by the due date to the contact person named herein will be evaluated by the Borough of Lavallette and selected on the basis of quality of the proposal, timetable proposed, and the experience and qualifications to execute the services requested, familiarity with the community, cost and allocations to specified tasks, commitment to the timeline. The proposal selected by the governing body will be subject to the acceptance of a mutually agreeable contract*

APPENDIX A
LETTER OF QUALIFICATION

(Note: To be typed on Respondent's letterhead. No modifications may be made to this letter)

[Insert date]

Dear:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the Borough of Lavallette. We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of

(Name of Respondent), _____.

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

Signature of Chief Executive Officer or Managing Individual

Typed Name and Title

*Type Name of Firm**

Dated:

APPENDIX B

LETTER OF INTENT

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

[insert date]

Dear:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the Borough of Lavallette.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. **(Name of Respondent)** agrees (agrees) to participate in good faith in the procurement process as described in the RFQ and to adhere to the Borough's procurement schedule.
3. **(Name of Respondent)** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **(Name of Respondent)** hereby declares (declare) that the only persons participating in this Qualification Statement are named herein and that no person (i.e. subcontractor, subsidiary or like entity) other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating, but only if acceptable to the Borough. **(Name of Respondent)** declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
5. **(Name of Respondent)** acknowledges and agrees that the Borough may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Borough shall have no liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.
6. **(Name of Respondent)** acknowledges that any contract executed with respect to the provision of (insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

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

Signature of Chief Executive Officer or Managing Individual

Typed Name and Title

*Type Name of Firm**

Dated:

APPENDIX C

Payment Conditions and Rate Schedule

Please provide hourly fee schedules and any ancillary costs schedules.

APPENDIX D
Documents that will be required PRIOR to a Contract Execution

Checklist
for Items
that will be
required

1	Business Entity Disclosure Certification	
2	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue	
3	Required Insurance Documentation	
4	Non-Collusion Affidavit	
5	Mandatory Affirmative Action Language	
6	Mandatory Language: American Disabilities Act	

Signature: The undersigned hereby acknowledges and will submit the above listed requirements prior to execution of contract.

Signature of Chief Executive Officer or Managing Individual

Typed Name and Title

*Type Name of Firm**

Dated:

MANDATORY AFFIRMATIVE ACTION LANGUAGE:**PROCUREMENT, PROFESSIONAL AND 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, sex, affectional 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, affectional 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, affectional 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 Office 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, affectional

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, affectional 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 purpose 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 (NJAC 17:27).

In accordance with Public Law 1975, Chapter 127, (N.J.S.A. 10:5-31) all successful vendors must submit one of the following forms of evidence:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval, **OR**
2. A photo copy of their Certificate of Employee Information Report, **OR**
3. A completed Affirmative Action Employee Information Report (formAA302)
Affirmative Action evidence must be submitted within 7 days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner. The contractor's bid must be rejected as non-responsive if a contractor fails to submit (1), (2) or (3) above, within the time specified after the authority submits the contract to the contractor for signing.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) ss:
COUNTY OF)

I, _____ 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 _____ of the firm of

the bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not directly or indirectly, entered into any agreements, 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 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

NOTARY PUBLIC

Subscribed and sworn to:

before me this _____ day
of _____ 20____

Notary Public of

Commission Expires _____, 20____

Name of Contractor

*Signature of Chief Executive Officer or
Managing Individual*

Typed Name and Title

*Type Name of Firm**

Dated:

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors"). The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the Borough.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal 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, c.134 (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.

*Signature of Chief Executive Officer or
Managing Individual*

Typed Name and Title

*Type Name of Firm**

Dated:

BUSINESS ENTITY DISCLOSURE CERTIFICATION

I certify that the list below contains the names and business of all members, stockholders and/or partners holding a 10% or more ownership interest in the business entity of the undersigned.

I certify that no one member, stockholder and/or partner owns 10% or more of ownership interest in the business entity of the undersigned.

Check the box that represents the type of business entity:

G Corporation

G Partnership

G Limited Partnership

G Limited Liability

G Sole Proprietorship

G Limited Liability Company

G Subchapter

S Corporation

Please provide names and business address of all members, stockholders, an/or partners holding a 10% or more ownership interest in the business entity of the undersigned:

1. Name:

Business Address:

2. Name:

Business Address:

3. Name:

Business Address:

4. Name:

Business Address:

Signature and Attestation:

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

NOTARY PUBLIC

Subscribed and sworn to:

before me this _____ day
of _____ 20____

Notary Public of
Commission Expires _____, 20____

Name of Contractor

*Signature of Chief Executive Officer or Managing
Individual*

Typed Name and Title

*Type Name of Firm**

Dated:

AMERICANS WITH DISABILITIES ACT OF 1990

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the Borough of Lavallette (herein referred to as the Borough) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 Act. In the event 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 BOROUGH in any action or administrative proceeding commenced pursuant to this Act. 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'S 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 Act 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 at law.

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Borough Clerk's Office upon award of contract by the Mayor and Borough Committee.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$2,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:

Signature of Chief Executive Officer or Managing Individual

Typed Name and Title

*Type Name of Firm**

Dated: