

## PROFESSIONAL SERVICES CONTRACT

AGREEMENT made this 14<sup>th</sup> day of January, 2020, by and between:

**OCEANPORT UNIFIED PLANNING BOARD**, a duly organized Planning Board, with principal offices located at 315 E. Main Street, Oceanport, NJ (hereinafter referred to as "Planning Board")

**KEVIN E. KENNEDY, ESQ.** 165 Highway 35, Red Bank, New Jersey, 07701 (hereinafter "Attorney" or "Firm").

### WITNESSETH:

1. Planning Board hereby appoints and employs the Attorney to represent, appear and act for the Planning Board in the capacity of General Counsel, in accordance with applicable statutes, regulations and ordinances pertaining thereto and to perform such other legal activities and duties from time to time as the Planning Board may direct.

2. The Planning Board hereby agrees to pay the Attorney for the services performed by him, or a member of his firm, as herein set forth as follows:

- \$500.00 (Five hundred dollars) per month (for appearance at up to 2 Regular Board Meetings per month).
- \$150.00 (One hundred fifty dollars) per hour for all other necessary / designated work.

3. The Planning Board shall pay all costs and expenses advanced by the Firm for out-of-pocket costs, including, but not limited to, copying or printing costs, messenger fees, filing fees, postage fees, computerized research, transcript costs, and similar costs and expenses.

4. The fees paid to the Attorney from the budgeted legal account shall not exceed the amount budgeted therefor.

5. As a prerequisite to payment, the Attorney shall complete and execute vouchers provided by the Planning Board.

6. The Attorney, with the consent of the Planning Board, may assign certain appearances and projects to attorneys who are members of the legal profession and licensed as an Attorney-at-Law of the State of New Jersey, compensation for whose services shall be paid in accordance with Paragraph 2 above.

7. Statutorily Required Affirmative Action language:

During the performance of this contract, the Firm/Attorney agrees as follows:

The Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Attorney 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 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 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 provision of this nondiscrimination clause;

The Attorney will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

The Attorney 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 Attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Attorney 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.

The Attorney 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 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 Attorney 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Attorney 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 Attorney 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 or sex, 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 Attorney shall furnish such reports or other documents to the Affirmative Action Office as may be required 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).

8. Termination

Either party may terminate the within Agreement, with cause or without cause, upon 30 days written notice.

9. Unless otherwise terminated as provided herein, the within Contract shall be retroactively effective from January 1, 2020 to December 31, 2020, or until the appointment and qualification of the successor to the Attorney.

10. The Attorney is hereby barred from making any reportable contributions as set forth in NJSA 19:44A-20.4 et. seq ("Local Unit Pay to Play Law"). Moreover, the Attorney recognizes that the within Contract is voidable and / or subject to termination in the event any such illegal contributions are so submitted during the term hereof.

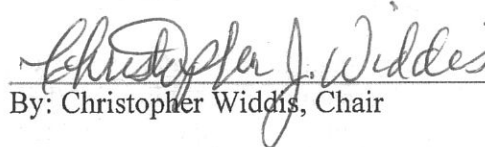
11. Kevin E. Kennedy, hereby certifies that to the best of his knowledge, he has made no reportable contributions during Calendar Year 2019 in violation of NJSA 19:44A-20.4 et seq. Additionally, I hereby certify that during the term of the within Contract, I shall make no reportable contributions in violation of the specified law.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

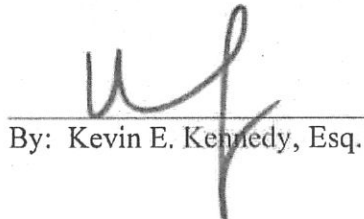
ATTEST:

BOROUGH OF OCEANPORT  
UNIFIED PLANNING BOARD

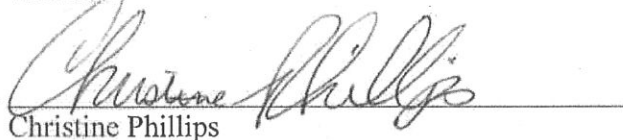
  
\_\_\_\_\_  
Jeanne Smith, Board Secretary

  
\_\_\_\_\_  
By: Christopher Widdis, Chair

LAW OFFICE OF KEVIN E. KENNEDY, LLC

  
\_\_\_\_\_  
By: Kevin E. Kennedy, Esq.

Witness:

  
\_\_\_\_\_  
Christine Phillips

**LAW OFFICE OF KEVIN E. KENNEDY, LLC**

165 Highway 35  
Red Bank, NJ 07701

732-936-1099

TELEFAX  
732-936-1960

**PROPOSAL FOR LEGAL SERVICES  
FOR  
OCEANPORT PLANNING BOARD  
(LEGAL SERVICES)**

**November 18, 2019**

## OCEANPORT PLANNING BOARD

1. *Name of Firm / Address / Phone / Fax*

The Law Office of Kevin E. Kennedy, LLC.  
165 Highway 35  
Red Bank, NJ 07701

Phone: 732-936-1099

Fax: 732-936-1960

Email: [kkennedy@kevinkennedylaw.net](mailto:kkennedy@kevinkennedylaw.net)

2. *History of Firm*

The Law Office of Kevin E. Kennedy, LLC opened in approximately September of 2003. There is currently one Attorney at the Firm - and several Clerical Staff Personnel as well.

3. *List of Principals*

Kevin E. Kennedy, Esq. is the sole Member of the Law Office of Kevin E. Kennedy, LLC.

4. *List of Principal Attorneys*

Kevin E. Kennedy, Esq. would be the Attorney assigned to represent the interests of the Planning Board.

The educational background for Kevin E. Kennedy is as follows:

Rutgers College, 1987  
Seton Hall University School of Law, 1990

Mr. Kennedy has served as Attorney for the Oceanport Planning Board for the last year and a half (approximate).

5. *References*

1. April Claudio  
Secretary, Belmar Zoning Board  
601 Main Street  
PO Box A  
Belmar, NJ 07719-0070  
(732-681-3700 ext. 225)

2. Lorraine Kelleher  
Secretary, Shrewsbury Zoning Board of Adjustment  
419 Sycamore Avenue  
Shrewsbury, NJ 07702  
(732-741-4200 ext. 115)
3. Kathy Burgess  
Secretary, Keansburg Planning Board of Adjustment  
29 Church Street  
Keansburg, NJ 07734  
(732-787-0215, ext. 214)

6. *Experience*

Kevin E. Kennedy, Esq. has served as Counsel to the Oceanport Planning Board for the last year and a half (approximate). The said representation has included appearance at Board Meetings and preparation of Resolutions.

7. *Other Municipal Contracts*

*(Effective of as December, 2019)*

- Oceanport Planning Board
- Sea Girt Planning Board
- Red Bank Zoning Board of Adjustment
- Keansburg Planning Board of Adjustment
- Belmar Zoning Board of Adjustment
- Shrewsbury Zoning Board of Adjustment
- Borough of Farmingdale Planning Board

8. *Fee Schedule*

If awarded the Contract, the Law Office of Kevin E. Kennedy respectfully submits that it would perform Legal Work according to the following:

- \$500.00 per month (for appearance at up to 2 regular Board meetings per month);
- \$150.00 per hour for all other necessary / designated work.

There is currently only one Attorney in the Firm - but if circumstances change, any Attorney at the Firm would charge the same hourly rate.

9. *Availability*

I am currently a sole Practitioner. I fully understand and acknowledge the many time-frames associated with the Land Use Practice - including, time-frames in which

Applications must be deemed complete, time-frames within which Board Approval / Denial must be issued, time-frames within which memorializing Resolutions must be adopted, etc. I am cognizant of the same, I respect the same, and I work very hard to ensure that legal assignments are completed in a professional and timely fashion.

10. *Pay to Play Certification*

The undersigned hereby agrees that if awarded the subject Contract, while the said Agreement is in effect, the Law Office of Kevin E. Kennedy, LLC will make no political contributions in violation of any applicable "Pay to Play" Regulations.

11. *Miscellaneous*

If awarded the Professional Service Contract from the Oceanport Planning Board, the Law Office of Kevin E. Kennedy will insert a Provision in the Contract whereby the said Contract can be terminated, with or without cause, upon 30 days notice. Such a Provision will allow the Board to proceed with the knowledge that it can legally change Attorneys mid-stream, should the Board feel the need to do so.

Attached please find a copy of my Firm's New Jersey Business Registration Certificate.

Additionally, if awarded the Professional Service Contract, my Firm will ensure that certain Statutorily required Affirmative Action Language (attached) is incorporated into any Contract.

Enclosed please find Mandatory Equal Employment Opportunity Language, which I have signed on behalf of my Firm.

Enclosed please find Affirmative Action Compliance Notice, which I have signed on behalf of my Firm.

Enclosed please find a Stockholder Disclosure Certification, which I have signed on behalf of my Firm.

Enclosed please find a Non-Collusion Affidavit, which I have signed on behalf of my Firm.

Enclosed please find a Certificate of Employee Information Report (Certificate #42079).

Enclosed please find a copy of the Resume of Kevin E. Kennedy.

Enclosed please find the Appendix "A" American's with Disabilities Act Form.

Enclosed please find other required forms – including, Iranian Investment Disclosure Form, Certificate of Liability Insurance Form, the Reference Form, Pay-to-Play documentation, W-9, Signature pages, and Document Checklist.



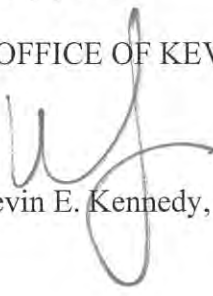
Finally, if awarded the Contract, the firm representatives hereby certify that they will comply with all Prevailing Wage Regulations, as may be amended from time to time.

**CONCLUSION**

In conclusion, I thank the Officials of the Borough of Oceanport for considering the within proposal.

Very truly yours,

LAW OFFICE OF KEVIN E. KENNEDY, LLC

  
By: Kevin E. Kennedy, Esq.

Dated: \_\_\_\_\_

11/18/19

BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

---

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

---

**NEW JERSEY BUSINESS REGISTRATION  
REQUIREMENTS – NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. **Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted with this proposal.** No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractors were used.

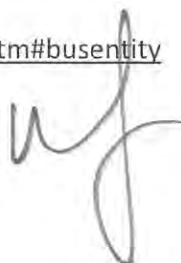
For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et. seq.) or subsection e. or f. of section 92 of P.L. 1977, c.120 (N.J.S.A. 5:13-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** acceptable.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

 11/18/19

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

LAW OFFICE OF KEVIN E. KENNEDY, L.L.C.

TRADE NAME:

ADDRESS:

121 HIGHWAY 35  
RED BANK NJ 07701

SEQUENCE NUMBER:

1034694

EFFECTIVE DATE:

08/08/03

ISSUANCE DATE:

12/27/04

*J.P. & Tully*  
Date:

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Statutorily Required Affirmative Action language:

During the performance of this contract, the Firm/Attorney agrees as follows:

The Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Attorney 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 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 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 provision of this nondiscrimination clause;

The Attorney will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

The Attorney 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 Attorney's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Attorney 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.

The Attorney 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 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 Attorney 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Attorney 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 Attorney 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 or sex, 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 Attorney shall furnish such reports or other documents to the Affirmative Action Office as may be required 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).

LAW OFFICE OF KEVIN E. KENNEDY, LLC

By: Kevin E. Kennedy, Esq.

Dated: 11/18/19

**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.***

A handwritten signature in dark ink, followed by the date "11/18/19". The signature is stylized and appears to be a first name followed by a last name.

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: Law Office of Kevin E. Kennedy, LLC

SIGNATURE: \_\_\_\_\_

PRINT NAME: Kevin E. Kennedy

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

Managing Member

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

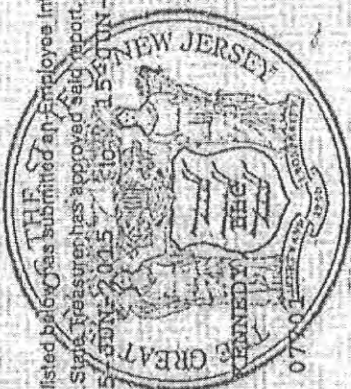
11/18/19



Certification 42079

# 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 JUN-2015 to 15 JUN-2022



LAW OFFICE OF KEVIN E. KENNEDY  
165 HIGHWAY 35  
RED BANK

NJ 07001



Andrew P. Sidamon-Eristoff  
State Treasurer

BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** Law Offices of Kevin E. Kennedy, LLC

**Organization Address:** 165 Highway 35, Red Bank, NJ 07701

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Kevin E. Kennedy	165 Highway 35, Red Bank, NJ 07701

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Kevin E Kennedy	165 Highway 35, Red Bank, NJ 07701

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Oceanport is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Oceanport to notify the Borough of Oceanport in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Oceanport and permitting the Borough of Oceanport to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kevin Edward Kennedy	Title:	Managing Member
Signature:		Date:	11-18-19

BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of monmouth ss:

I, Kevin E. Kennedy residing in Red Bank  
(name of affiant) (name of Borough)

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

I am Managing Member of the firm of Law Office of  
(title or position) (name of firm)

Kevin E. Kennedy, LLC the bidder making this Proposal for the bid entitled  
Oceanport Planning Board - Legal, 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 Oceanport relies upon the truth of the  
Law Office of Kevin E. Kennedy, LLC statements contained  
(name of contracting unit)

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  
Law Office of Kevin E. Kennedy, LLC

Subscribed and sworn to

before me this 18th day

of November, 2019

Denise Pryor  
Notary public of New Jersey

Kevin E. Kennedy  
Signature  
Kevin E. Kennedy  
(print name of affiant under signature)

My Commission expires: 6/28/2020  
(Seal) **DENISE PRYOR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 6/28/2020**

**KEVIN E. KENNEDY, ESQ.**  
**138 Bodman Place, Unit #6**  
**Red Bank, NJ 07701**  
**(H) (732) 758-6102**  
**(W) (732) 936-1099**

**EDUCATION:** Seton Hall University Law School  
Juris Doctorate Degree, 1990  
Rutgers College – Rutgers University  
Bachelor of Arts, 1987  
Major: Political Science/Spanish

**LICENSED:** New Jersey and District of Columbia

**LEGAL EXPERIENCE:**

ATTORNEY

9/03 – Present Law Offices of Kevin E. Kennedy (Red Bank/Middletown, NJ)  
7/02 – 9/03 Dilworth Paxson, LLP (Wall, NJ)  
1/96 – 6/02 McLaughlin, Bennett, Gelson & Cramer (Wall, NJ)  
3/91 – 12/95 Ansell, Zaro, Bennett & Grimm (Eatontown, NJ)  
- Specializing in real estate, municipal, and land use law  
- Attorney, Long Branch Housing Authority, 1991 – Present  
- Attorney, Belmar Zoning Board  
- Attorney, Farmingdale Planning Board  
- Attorney, Red Bank Zoning Board  
- Attorney, Shrewsbury Zoning Board  
- Attorney, Keansburg Planning Board  
- Attorney, Sea Girt Planning Board

JUDICIAL CLERK

9/90 -3/91 The Honorable Alvin Yale Milberg, A.J.S.C., Freehold, NJ  
Assignment Judge, Superior Court, Monmouth County  
- Legal research and writing  
- Specific areas of duty included:  
- prerogative writs, motions, orders to show cause  
- assorted criminal matters, small claims mediation  
- trial and conference observation

JUDICIAL INTERN

9/89 – 1/90 The Honorable William F. Tuohey, U.S.B.C., Newark, NJ  
United States Bankruptcy Court  
- Legal research and writing  
- Assisted law clerk in opinion writing and research  
- Trial observation

LAW CLERK

3/89 – 5/90 Ansell Fox Zaro McGovern & Bennett, P.C., Eatontown, NJ  
3/88 – 3/89 Haggerty & Donohue, P.A., Summit, NJ

**AWARDS:** Appellate Moot Court Competition – Board of Directors  
Legal Services Clinic  
Pi Sigma Alpha Political Science Honor Society  
Phi Sigma Iota Foreign Language Honor Society

Rutgers University Board of Trustees (1998-2010)

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

Oceanport (KRE)

The contractor and the Borough 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. 5121 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.

Wf 11/18/19



BOROUGH OF OCEANPORT  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**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/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the 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, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
- OR
- ☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law

**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 boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

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

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and 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 information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): <u>Kevin E. Kennedy</u>	Signature: <u>[Signature]</u>
Title: <u>managing member</u>	Date: <u>November 18, 2019</u>

# Compensation Schedule

- \$500.00 per month (for appearance at up to 2 regular Board meetings per month);
- \$150.00 per hour for all other necessary / designated work.

uf 11/18/19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/12/2019

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 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 USI Affinity 14 Cliffwood Ave, Suite 310 Matawan, NJ 07747	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : HANOVER INSURANCE GROUP INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Law Office of Kevin E. Kennedy, LLC 165 Highway 35 Red Bank NJ 07701	NAIC #	

## 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Lawyers Professional Liability			LHY D696231 01	09/15/2019	09/15/2020	Each Claim	\$ 1,000,000
							Aggregate	\$ 1,000,000
							Deductible	\$ 2,500

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

This is a 1 attorney law firm organized as a LLC

\* If necessary, aggregate coverage to be increased to 2 million if contract is awarded.

uf 11/18/19

## CERTIFICATE HOLDER

## CANCELLATION

Clerk of the New Jersey Supreme Court P.O. Box 970 Trenton NJ 08625	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 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

---

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

---

**REFERENCES**

*Experience & Qualifications Questionnaire*

Please provide at least 3 references below:

Name: April Claudio, Board Secretary Phone: (732) 681-3700 (Ext. 225)

Address: 601 Main Street, Belmar, NJ 07719

Equipment/Service Provided: Legal

Contract Amount: Hourly (Per Proposal)

Name: Lorraine Kelleher, Board Secy Phone: (732) 741-4200 (Ext. 115)

Address: 419 Sycamore Avenue, Shrewsbury, NJ 07702

Equipment/Service Provided: Legal

Contract Amount: Hourly (Per Proposal)

Name: Kathy Burgess, Board Secy Phone: (732) 787-0215 (Ext. 214)

Address: 29 Church Street, Keansburg, NJ 07734

Equipment/Service Provided: Legal

Contract Amount: Hourly (per Proposal)

BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

---

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

---

**ACKNOWLEDGMENT OF OCEANPORT'S PAY TO PLAY ORDINANCES**

Chapter 35 of the Oceanport Code addresses "Pay to Play" reforms in the Borough of Oceanport. The undersigned acknowledges that he/she has read and understands the ordinance. Moreover, the undersigned represents that he/she, his/her firm, spouse and child living at home has not (and will not) solicited or made any contributions of money, pledge of contribution, including in-kind contributions in excess of the allowable limits within two (2) calendar years immediately preceding the date of the contract or agreement or the effective date of Chapter 35, whichever is shorter, to: (i) any municipal candidate or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Borough of Oceanport party committee, or (iii) to any candidate committee, political action committee (PAC) or continuing political committee (CPC) that engages in, or whose primary purposes is the support of Oceanport municipal elections and/or Oceanport municipal parties, between the time of first communication between that professional business entity or vendor and the Borough regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

I also understand that for any contract awarded in excess of \$50,000, the New Jersey Election Law Enforcement Commission (ELEC) requires the completion of "Form BE" to be filed annually with the Commission.

Subscribed and sworn to before me

this 18<sup>th</sup> day of November, 2019



Notary Public **DENISE PRYOR**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 6/28/2020**

  
(Signature of Professional)

State of New Jersey

My Commission Expires 6/28/2020

Kevin E. Kennedy, managing member

(Type or print name of Affiant and Title  
under signature)

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Law Office of Kevin E. Kennedy, LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>165 Highway 35</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Red Bank, NJ 07701</b>	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
0	5		-	0	5	8	1	1	2
									6

### 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 on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>11/18/19</b>
-----------	--	------------------------

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

---

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

---

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY  
ELECTION LAW ENFORCEMENT COMMISSION (ELEC)**

*Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).*

N.J.S.A. 19:44A-20.27 established a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

1. To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or
2. To a political party committee, legislative leadership committee, political committee or continuing political committee.

BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

---

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Proposer hereby acknowledges receipt of the following Addenda:

Addendum Number Number	Dated	Acknowledge Receipt (initial)
---------------------------	-------	----------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ✓

Acknowledged for: Kevin E. Kennedy, Esq.  
(Name of Proposer)

By:   
(Signature of Authorized Representative)

Name: Kevin E. Kennedy  
(Print or Type)

Title: Managing Member

Date: November 18, 2019



BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

---

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

---

**DOCUMENT CHECKLIST**

**\*Mandatory**

**Initial and submit  
each item**

*	Proposal with Three References	KEL
*	Compensation Schedule	KEL
*	Ownership Disclosure Certification	KEL
*	Affidavit of Non-Collusion	KEL
	Business Registration Certificate and W-9 Form	KEL
	Affirmative Action Affidavit – Copy of “Certificate of Employee Information Report” or AA-302	KEL
*	Disclosure of Investment Activities with Iran	KEL
*	Acknowledgment of Oceanport’s Pay to Play Ordinance	KEL
*	Acknowledgment of Receipt of Addenda	KEL
*	Signature Page	KEL

\*This form shall be submitted with the proposal.

BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

PROPOSAL EVALUATION FORM

Company: Law Office of Kevin E. Kennedy, LLC

Evaluation Criteria	Possible Points	Awarded Points	Remarks of Review Committee
Experience / References	30		
Responsiveness to Proposal	20		
Compensation Proposal	50		
TOTAL	100		



BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

2020 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT

**SIGNATURE PAGE**

TO BOROUGH OF OCEANPORT

The undersigned having carefully examined the RFP/RFQ Documents together with any addenda issued thereto, hereby proposes to furnish all labor and materials, equipment, operations and incidentals, and to perform all services required in connection with the 2019 PROFESSIONAL SERVICES FOR THE BOROUGH OF OCEANPORT, in accordance with the Proposal Documents and to the full and entire satisfaction of the Borough. The undersigned further declares that he/she understands the scope of work and will complete the work within the prescribed time.

NAME OF THE PROPOSER: Law Office of Kevin E. Kennedy, LLC

NAME OF AUTHORIZED SIGNATORY: Kevin E. Kennedy

AUTHORIZED SIGNATORY SIGNATURE: 

DATE: November 18, 2019

CONTACT ADDRESS: 165 Highway 35  
Red Bank, NJ 07701

PHONE #: (732) 936-1099

E-MAIL ADDRESS: KKennedy@KevinKennedyLaw.net

# Kevin E. Kennedy, Esq.

A Limited Liability Company

Attorney at Law

165 Highway 35

Middletown, NJ

Phone: (732) 936-1099

Fax: (732) 936-1960

Admitted to Practice  
NJ & Washington DC

Mailing Address:  
165 Highway 35  
Red Bank, NJ 07701

November 18, 2019

## FEDERAL EXPRESS

Jeanne Smith, RMC  
Borough Clerk  
Borough of Oceanport  
315 E. Main Street  
Oceanport, NJ 07757

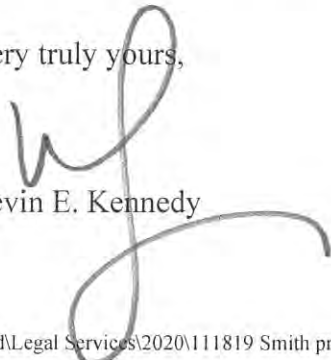
**Re: Borough of Oceanport  
Proposal for Legal Services  
Planning Board Attorney**

Dear Ms. Smith:

With regard to the above matter, enclosed please find one (1) original and one (1) copy of my Proposal to serve as Counsel to the Oceanport Planning Board (for calendar year 2020). I would ask that you please distribute the same as appropriate.

If you have any questions or comments, please feel free to contact me at the office.

Very truly yours,

  
Kevin E. Kennedy

KEK/dmp  
Z:\KevinKennedyLaw\Municipal\Oceanport Planning Board\Legal Services\2020\111819 Smith proposal.doc  
Encl.