

REQUEST FOR PROPOSALS
FOR
INDEPENDENT AUDITING SERVICES
FOR THE
FORT MONMOUTH ECONOMIC REVITALIZATION PLANNING
AUTHORITY

Fort Monmouth Economic Revitalization Planning Authority
2-12 Corbett Way – Suite C
Eatontown, New Jersey 07724

Date Issued: August 13, 2010

Responses due by 12:00 p.m. EDT on August 25, 2010

REQUEST FOR PROPOSALS FOR INDEPENDENT AUDITING SERVICES

1.0 BACKGROUND

The Fort Monmouth Economic Revitalization Planning Authority was established by L. 2006, c. 16, as amended (the “Act”) by the New Jersey State Legislature (the “State Legislature”). In the Act, the State Legislature declared that the economies, environment and quality of life of the municipalities of Eatontown, Oceanport and Tinton Falls, Monmouth County, New Jersey (the “Host Communities”), of Monmouth County (the “County”) and of the State of New Jersey (the “State”) depend on the efficient and proper revitalization of Fort Monmouth and that it is in the public interest to plan for the conversion and revitalization of Fort Monmouth that will enhance the creation of employment and other business opportunities for the benefit of the Host Communities, of the County and of the State.

Please note: Legislation has passed the State Legislature and is awaiting approval by the Governor of the State. The new legislation provides for the creation of a new entity to replace the Authority. The legislation provides for the new entity to assume all of the debts, liabilities, obligations and contracts of the Authority or its successor, which would include a contract to provide the services being request as described in this RFP. The term “Authority” hereinafter used below shall refer to the Fort Monmouth Economic Revitalization Planning Authority and the successor entity created to replace the Authority, which will be known as the Fort Monmouth Economic Revitalization Authority (“FMERA”). There is currently no budget available for FMERA and none is expected until after FMERA begins operations. It is anticipated that FMERA’s budget will be greater than the budget of the Authority.

2.0 PURPOSE AND INTENT

This Request for Proposals for Independent Auditing Services (the “RFP”) is issued by the Authority for purpose of soliciting proposals from qualified independent auditing firms of certified public accountants (the “Independent Auditor”) to conduct an audit of the financial statements of the Authority for the year ending June 30, 2010 (“Fiscal Year 2010”) and for the 2011 fiscal year of the Authority, which is projected to be a shortened fiscal year of two-to-six months (the “Fiscal Year 2011 stub period”), the shortened (calendar) fiscal year of the successor Authority of three-to-four months ending December 31, 2010 (the “Fiscal Year 2010 FMERA stub period”), and for (calendar) fiscal year of the Authority ending December 31, 2011 (“Fiscal Year 2011”), with two (2) one (1) year extension options, to be exercised at the sole discretion of the Authority, for the fiscal years ending December 31, 2012 and December 31, 2013.

The independent auditing services are required to satisfy the requirements of Executive Order No. 122 (McGreevey 2004) and Executive Order No. 37 (Corzine 2006). As stated in Executive Order 122 (McGreevey 2004), public authorities, agencies and commissions of the State of New Jersey, such as the Authority, oversee billions of dollars in public funds. An independent auditing process is fundamental to the ability of these entities to oversee such funds, to set appropriate financial policies, to ensure that management maintains effective internal controls and to ensure that financial statements are free from material misstatements.

The Independent Auditor shall be required to perform an annual financial statement audit in compliance with generally accepted government auditing standards (“GAGAS”) and Government Accounting Standards Board (“GASB”), and in accordance with all applicable federal and state laws, rules, regulations and standards, as well as professional standards and requirements mandated by the American Institute of Certified Public Accountants (“AICPA”). As provided for in Executive Order 122, the Independent Auditor shall be responsible for publicly attesting to the fairness of the Authority’s financial statements, evaluating the effectiveness of internal controls and through the issuance of management letters, if applicable, making comments and recommendations which, when implemented, may improve the design or operation of internal control systems.

3.0 RESPONSE DATE AND PROPOSAL SUBMISSION

An original and five (5) copies of each proposal must be marked “Proposal for Independent Auditing Services - Fort Monmouth Economic Revitalization Planning Authority” and addressed to:

Overnight Mail & Regular Mail:

Beverlee Akerblom
Fort Monmouth Economic Revitalization Planning Authority
2-12 Corbett Way - Suite C
Eatontown, New Jersey 07724

Proposals must be received by 12:00 noon Eastern Daylight Time (EDT) on August 25, 2010.

No faxed or e-mailed proposals will be accepted. **Proposals received after the time and date listed above will not be considered.**

The Authority will not be responsible or liable for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

The Authority reserves the right to request additional information if necessary, or to request an interview with firm(s), or to reject any and all proposals with or without cause, and waive any irregularities or informalities in the proposals submitted. The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals. In the event that all proposals are rejected, the Authority reserves the right to re-solicit proposals.

Responding firms may withdraw their proposals at anytime prior to the final response date and time as indicated on the cover page of this RFP and above, by written notification signed by an authorized agent of the firm(s). The proposal may thereafter be resubmitted, but only up to the final response date and time.

The responding firm assumes sole responsibility for the complete effort required in the RFP. No special consideration shall be given after the proposals are opened because of a firm’s failure to be knowledgeable about all requirements of this RFP. By submitting a proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

Documents and information submitted in response to this RFP shall become property of the Authority and generally shall be available to the general public as required Executive Order No. 26 (Whitman 1994) and by applicable State law, including the New Jersey Open Public Meetings Act, *N.J.S.A. 10:4-1 et seq.*, and the New Jersey Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.*

Except as otherwise expressly permitted under this RFP, communication with representatives of the State or the Authority by you or on your behalf concerning this RFP are **not** permitted during the RFP process. Communication with representatives of the State or the Authority by you or on your behalf regarding this RFP (except as expressly permitted under this RFP) will result in disqualification from consideration of the firm seeking appointment as Independent Auditor pursuant to this RFP.

4.0 QUESTIONS AND ANSWERS

The Authority will accept questions from firms regarding any aspect of this RFP via e-mail only until **12:00 noon Eastern Daylight Time on August 18, 2010**. Questions should be directed via e-mail to:

rfq_rfpquestions@fmerpa.state.nj.us

Please include in the subject line of the e-mail the following: Independent Auditing Services RFP Question.

All questions submitted and responses by the Authority will be provided to all bidders on the Authority's website at <http://www.nj.gov/fmerpa> and/or through an addendum (if any) to this RFP made available to all potential bidders at the Authority website.

It is the sole responsibility of the bidder to be knowledgeable of all addenda, if any, related to this RFP.

5.0 TERM OF ENGAGEMENT

The Independent Auditor will be engaged for a term commencing with the date of appointment by the Authority for the purpose of conducting the audit for Fiscal Year 2010 and for the Fiscal Year 2011 stub period, the Fiscal Year 2010 FMERA stub period, and for Fiscal Year 2011, with two (2) one (1) year extension options, to be exercised at the sole discretion of the Authority, for the fiscal years ending December 31, 2012 and December 31, 2013.

6.0 SUBCONTRACTING PROHIBITED

The successful bidder is prohibited from subcontracting any part of the work covered by this RFP.

7.0 ASSIGNMENT PROHIBITED

The successful bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its obligations under this engagement or its rights, title or interest therein to any other person, company, or corporation without the previous consent and approval in writing by the Authority.

8.0 THE PROPOSAL

The proposal to be submitted by your firm consists of the Technical Proposal and the Cost Proposal. Additionally, the requested supporting documents listed in Section 10 below shall be included with the Proposal.

Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should also be bound in that single volume.

Please note: Payment for all services provided by the Independent Auditor is subject to the availability and receipt of funds from the United States Department of Defense. This engagement is subject to termination for convenience by the Authority, without penalty to the Authority, if funds from the United States Department of Defense are not available and/or received by the Authority at any time during the term of this engagement.

8.1 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

The bidder shall include, at a minimum in its Technical Proposal, the following information:

8.1.1 Proposals should include a signed cover letter containing the name, business address and telephone number of the individual who will be the bidder's primary contact person. Included in the cover letter should be any other information relevant to the proposing firm's qualifications, not addressed elsewhere in its proposal submission. A member of the bidder's firm who is authorized to bind the bidder and who will be directly responsible for the engagement should sign the letter.

IMPORTANT: The proposing firm shall NOT include or make any reference to its "Fee Proposal" information in its cover letter or elsewhere in its proposal. Proposals which fail to adhere to this critical requirement of the RFP process will be considered non-responsive and therefore subject to mandatory rejection.

8.1.2 A brief introduction outlining the bidder's overall technical approach to complete the services requested as set forth below in Section 12.0 Scope of Services and illustrating the bidder's understanding of the services requested to be performed.

8.1.3 A description of how the services requested will be accomplished as set forth below in Section 12.0 Scope of Services. The proposing firm must provide detail outlining their intended approach to providing the services. Simple statements that a task will be completed or a mere reiteration of the RFP tasks are not acceptable.

8.1.4 A sample audit program that your firm has utilized before and the scope and size of audits this program was used on. Give three (3) specific examples of such projects and include references and specific examples of the work performed, providing a brief summary of the firm's general relevant experience in providing such services to other governmental entities.

Each case study must indicate:

- a. basic background information regarding the engagement
- b. the name and address of the governmental audit client
- c. dates and locations of the engagement
- d. the means and methods utilized to conduct the audit

- e. the name, title and contact information (i.e. telephone number, e-mail address, etc.) of a senior executive or member of the client's Audit Committee or similar such board or committee associated with the client entity who is familiar with and able to provide a reference regarding the firm's performance.
- f. the firm's experience in providing these independent audit services as well as the proposing firm's familiarity with and understanding of federal and state laws, rules and regulations regarding and governing such governmental audits.

Each narrative should be direct and concise yet must clearly demonstrate each of the points indicated above. Each narrative submitted should be accompanied by a copy of the complete set of client's financial statements including, but not limited to, the independent auditor's report, management's discussion and analysis, financial statements and accompanying notes to the financial statements for each of the three (3) narrative studies submitted. Failure to submit the annual audit information and reports will cause the Evaluation Committee to evaluate the proposal based on the narrative information alone.

At least one (1) of the case studies must describe a governmental-based audit engagement performed for a New Jersey-based entity.

8.1.5 Location of the bidder's headquarters and branch offices.

8.1.6 Organizational Support and Experience. A list of all personnel to be assigned, their function on the project, an indication of their labor category and a detailed resume for each such person showing quantified experience that will be appropriate for this project. Also submit for each labor category, descriptive information with regard to the education and/or experience necessary to advance to this level and the firm's policy towards rotation of personnel.

The categories of a bidder's personnel shall be defined as follows:

- a. Partner: A partner is an individual who has ownership in the firm and the person who signs the audit report. A CPA certificate is required for this position. Qualifications include extensive audit experience and managerial ability. This individual is charged with the overall management of the audit engagement and responsibility for insuring that all necessary disclosures are made in the audit report.
- b. Manager: This classification is directly under the partner. Qualifications include extensive audit experience and managerial ability. A CPA certificate is required for this position. This individual is responsible for the direct management of complex engagements including the technical review of audit working papers. This position requires technical research of complex accounting and auditing issues affecting presentation of audit reports.
- c. Senior: This classification represents the highest level of audit field staff (in charge). Education background required is a bachelor's degree from an accredited university with a major in accounting, and at least three (3) years working experience with a certified public accounting firm. Individuals in this position should be either a CPA or qualified to sit for the CPA examination.
- d. Staff: This position requires an individual to possess a bachelor's degree from a college with a major in accounting. The position must represent a professional title in the bidder's organization and the individual should have a minimum of six (6) months working experience of

field auditing with a certified public accounting firm. An audit senior should directly supervise all staff individuals during the field assignment.

8.1.7 Pursuant to L. 2005, c. 92, please identify the location by country where the services will be performed.

9.0 COST PROPOSAL

The Cost Proposal shall contain a comprehensive chart showing the person-hours proposed to meet the requirements of the engagement. The chart shall be designed to reflect the tasks, sub-tasks or other work elements required. The chart shall set forth, for each task, sub-task or other work elements required, the total number of person-hours, by labor category, proposed to complete the engagement. Please provide a separate chart in your cost proposal for performing the audit for Fiscal Year 2010 and for the Fiscal Year 2011 stub period, the Fiscal Year 2010 FMERA stub period, and for Fiscal Year 2011, with two (2) one (1) year extension options, to be exercised at the sole discretion of the Authority, for the fiscal years ending December 31, 2012 and December 31, 2013. The hourly rates used for each labor category shall be the “all-inclusive hourly rates”.

“All-inclusive hourly rates” means “an hourly rate comprised of all direct and indirect costs including, but not limited to, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support, and all documents, forms, and reproductions thereof, portal-to-portal expenses and per diem expenses such as food”.

Should additional work, special projects, hearings, meetings or other activities be required which are beyond the scope of this RFP, the Independent Auditor will supply a written cost estimate and schedule to the Authority. The cost estimate will be based on the all-inclusive hourly rates applicable to that particular period which will result from this RFP. The Independent Auditor shall receive written authorization to proceed from the Authority Project Manager before commencing on additional work or special projects.

10.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

10.1.1 New Jersey Business Registration Certificate. A copy of a valid New Jersey Business Registration Certificate must be submitted. If the firm is not already registered with the New Jersey Division of Revenue, the form can be completed online at the Division of Revenue website at: <http://www.state.nj.us/treasury/revenue/gettingregistered.htm>.

10.1.2 Chapter 51, Executive Order No. 117 and Executive Order No. 7. In order to safeguard the integrity of State government, including the Authority, procurement by imposing restrictions to insulate the negotiation and award of State and Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c. 51 (codified at N.J.S.A. 19:44A-20.13 – 25)(“Chapter 51”), on March 22, 2005, effective retroactive October 15, 2004, superseding the terms of Executive Order No. 134. In addition, on September 24, 2008, Governor Corzine issued Executive Order No. 117, effective on November 15, 2008 (“EO 117”) setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Governor Christie issued Executive Order No. 7 on January 20, 2010 (“EO 7”) and effective the same day, setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited

certain contributions. Pursuant to the requirements of Chapter 51, EO 117, and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law, the terms and conditions set forth in this section are material terms of this engagement:

I. Definitions:

For the purpose of this section, the following shall be defined as follows:

(a) Contribution - means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

(b) Business Entity - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes:

(i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate and for a for profit entity, the following:

(1) in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;

(2) in the case of a general partnership: the partnership and any partner;

(3) in the case of a limited partnership: the limited partnership and any partner;

(4) in the case of a professional corporation: the professional corporation and any shareholder or officer;

(5) in the case of a limited liability company: the limited liability company and any member;

(6) in the case of a limited liability partnership: the limited liability partnership and any partner;

(7) in the case of a sole proprietorship: the proprietor; and

(8) in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

(ii) any subsidiaries directly or indirectly controlled by the business entity;

(iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

(iv) if a business entity is a natural person, that person’s spouse or civil union partner, or child residing in the same household provided, however, that, unless a contribution made by such spouse, civil union partner, or child is to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of Chapter 51.

(v) any labor union, labor organization, and any political committee formed by a labor union or labor organization if one of the purposes of the political committee is to make political contributions.

II. Breach of Terms of Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law, is a breach of this engagement:

It shall be a breach of the terms of this engagement for the Business Entity to do any of the following:

- (a) make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law;
- (b) knowingly conceal or misrepresent a contribution given or received;
- (c) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (d) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
- (e) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law;
- (f) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law; or
- (h) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law.

III. Certification and disclosure requirements:

- (a) The State or the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county political party, or to a legislative leadership or municipal political party, committee during certain specified time periods.
- (b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the Independent Auditor under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue

Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The instruction for completion and submission to the Authority of the required form is available at the Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_instr%2002_2009.pdf and the required form to be completed and submitted to the Authority at the time of submission of a proposal in response to the RFP is available for review at the Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf.

(c) Further, the Independent Auditor is required, on a continuing basis, to report any contributions and solicitations the Independent Auditor makes during the term of the contract, and any extension(s) thereof, at the time any such contribution or solicitation is made.

(d) A proposing firm’s failure to submit the required forms shall be cause for rejection of the proposing firm’s proposal in response to the RFP. The State Treasurer or his designee shall review the Disclosures submitted by the proposing firm pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Independent Auditor, prior to award, or during the term of the contract agreement. If the State Treasurer determines that any contribution or action by the proposing firm violated Chapter 51, EO 117 or EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law, the State Treasurer shall disqualify the proposing firm from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law,, the State Treasurer shall disqualify the proposing firm from award of such contract.

Please refer to ATTACHMENT #1 for copies of the Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form and instructions. Failure to submit the attached Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form shall be cause for rejection of your firm’s proposal. The firm selected to provide services to the Authority as the Independent Auditor shall maintain compliance with Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law, during the term of their engagement.

10.1.3 Chapter 271. Pursuant to P.L. 2005, c. 271 (“Chapter 271”), please also be advised of your firm’s responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if your firm receives contracts in excess of \$50,000 from a New Jersey public entity, such as the Authority, during a calendar year. It is your firm’s responsibility to determine if filing is necessary. Failure to do so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

10.1.4 Ownership Disclosure. The Ownership Disclosure addresses the requirements of N.J.S.A. 52:25-24.2, and for any contract it must be completed and submitted with the proposal. The contract is not completed unless and until the Ownership Disclosure is properly completed and accepted. The form can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Ownership Disclosure Form is attached hereto as ATTACHMENT #1

10.1.5 Chapter 92. Pursuant to Public Law 2005, Chapter 92 (“Chapter 92), please identify the location by country where the services will be performed. Pursuant to Chapter 92, all services performed by firms selected pursuant to this RFP shall be performed within the United States of America.

10.1.6 Public Law 2006, Chapter 16 Political Contributions Certification. Pursuant to Public Law 2006, Chapter 16 (“Chapter 16”), the Authority is precluded from entering into a contract having an anticipated value in excess of \$17,500, with a “business entity”, if, on or after September 1, 2004, or 18 months prior to the dissemination of a request for proposal, the business entity has made a contribution that is reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.) to the candidate committee of any person serving as a member of the Authority when the contract is awarded or to the State, county or municipal committee of the political party to which any person serving as a member of the Authority belongs when the contract is awarded. Please see ATTACHMENT #2 for the form of the Chapter 16 political contributions certification. Failure to submit the Chapter 16 political contributions certification shall be cause for rejection of your firm’s proposal.

A business entity that has entered into a contract, having a value in excess of \$17,500, with the Authority, shall not make, during the duration of the contract, a contribution that is reportable by the recipient under P.L. 1973, c. 83 to the candidate committee of any person serving as a member of the Authority or to the State, county or municipal committee of the political party to which any person serving as a member of the Authority belongs. Please note: The selected firm will be required to submit a political contributions certification on an annual basis in substantially the same form as ATTACHMENT #2.

For purposes of the Chapter 16 political contributions certification, a “business entity” has the same meaning as prescribed by section 5 of Public Law 2005, Chapter 51. Please see subsection 2 of Section 10.1.2 and/or ATTACHMENT #1 for the definition of “business entity”.

10.1.7 Affirmative Action Supplement with Affirmative Action Employee Information Report. Affirmative Action Supplement with Affirmative Action Employee Information Report addresses the requirements of N.J.S.A. 10:5-31 to -34 and N.J.A.C. 17:27.3.1 et seq., and for any contract must be completed and submitted with the proposal. The contract is not completed unless and until the form is properly completed and accepted. The forms can be downloaded from The Department of the Treasury website under the heading Vendor Forms: http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf. A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto as ATTACHMENT #3.

11.0 STANDARD TERMS AND CONDITIONS

By submitting a proposal, each bidder agrees that if selected, it shall be bound by the Standard Terms and Conditions.

12.0 SCOPE OF SERVICES

12.1.1 General Objectives.

(a) The Authority requires an audit of its financial records and financial statements for Fiscal Year 2010 and for the Fiscal Year 2011 stub period, the Fiscal Year 2010 FMERA stub period,

and for Fiscal Year 2011, with two (2) one (1) year extension options, to be exercised at the sole discretion of the Authority, for the fiscal years ending December 31, 2012 and December 31, 2013. The audit must be completed to allow ample time to assure delivery of the final, bound audit reports by November 15th after the close of Fiscal Year 2010 and 3 ½ months after the close of the Fiscal Year 2011 stub period.

(b) The objective of the audit is to express an opinion as to the fair presentation of the balance sheet and related statements of revenues, expenditure and changes in net assets and statement cash flows for the Authority. Although the Authority will be responsible for the initial preparation of the financial statements, the selected Independent Auditor will be required to provide assistance with the year-end accruals and adjusting entries, and the accompanying notes to the financial statements.

(c) An entrance conference or engagement meeting will be held with Authority staff and the Independent Auditor will be required to meet with and report directly to the Audit Committee in accordance with Executive Order No. 122 (McGreevey 2004) to discuss the audit, progress status and related accounting policy issues. In accordance with Executive Order 122, at least twice each year, the Audit Committee shall hold a private meeting with the Independent Auditor. One of these meetings shall be held prior to commencement of the audit and the other upon issuance of the final audit report. Limited meetings, if any are so deemed necessary by the Audit Committee, may be held during the term of the contract and any extensions thereto. The responsible partner must attend such meetings with the Audit Committee.

(d) Upon completion of the audit and prior to the submittal of the final audit report, or at any other time so designated by Authority staff or deemed necessary by the Independent Auditor, the Independent Auditor will meet with Authority staff to discuss the audit findings.

12.1.2 Scope of Audit. The following functions are to be audited, at a minimum: (a) recording of journal transactions; (b) postings to the general ledger; (c) preparation of the financial statements.

12.1.3 Preliminary Audit Report. The Independent Auditor shall submit to the Audit Committee and the Authority Staff a preliminary draft of the audit report and any proposed adjusting entries in two (2) copies by October 15, 2010 for Fiscal Year 2010, by a date to be determined for the Fiscal Year 2011 stub period, by February 28, 2011 for the Fiscal Year 2010 FMERA stub period and by February 28 2012 for Fiscal Year 2011. Upon presentation of a preliminary draft audit report, the audit work papers should be available for review by the Audit Committee and Authority staff. The Independent Auditor shall discuss the preliminary draft audit report and proposed entries with the Authority staff and the Audit Committee, as requested.

12.1.4 Final Audit Report. The Independent Auditor shall deliver to the Audit Committee for its review and for its recommendation of approval of the final audit report to the Authority board. Twenty (20) copies of the final, bound audit report shall be provided to the Authority for distribution to the Members of the Authority for their acceptance. The final audit reports must be delivered to the Authority no later than November 10th after the close of Fiscal Year 2010, by a date to be determined for the Fiscal Year 2011 stub period, by March 15, 2011 for Fiscal Year 2010 FMERA stub period and by March 15, 2012 for Fiscal Year 2011. The distribution of the final audit reports to the officials of the State agencies affected and to other State officials shall be made by the Authority. The Independent Auditor shall be considered to have completed all work required only upon acceptance of the final audit report by the Authority board.

12.1.5 Form and Content of Audit Report. The audit report shall contain, but not be limited to, the following parts:

1. Introduction Section consisting of:
 - a. Table of Contents
 - b. Letter of Transmittal
2. Financial Section consisting of:
 - a. Auditors' Report
 - b. Management's Discussion and Analysis
 - c. Financial Statements:
 - d. Balance Sheet
 - e. Statement of Revenues, Expenditures and Changes in Net Assets
 - f. Statement of Cash Flows
 - g. Any other statement(s) that may be required
 - h. Notes to Financial Statements
3. Supporting Schedules: As required
4. Single Audit Section for recipients of Federal Grants, State Grants and State Aid.

12.1.6 Periodic Progress Reports. The Independent Auditor shall submit periodic progress reports as requested by the Authority. The progress reports must include a recap of work scheduled and completed and, for items scheduled but not completed, a detailed explanation of the failure to meet the schedules, detailed plans to overcome the delay, and action taken to preclude its recurrence.

12.1.7 Consultation on Report Findings and Recommendations. Upon completion of the work required, the Independent Auditor shall be available for attendance at board meetings, hearings, reviews, conferences, etc., as may be necessary to present, testify on or to discuss the final audit report.

12.1.8 Ownership of Materials. Except as set forth in subsection 11.1.9 below, ownership of all data, material and documentation (excluding audit work papers) originated and prepared for the Authority pursuant to this engagement shall belong exclusively to the Authority.

12.1.9 Audit Work Papers. The Independent Auditor shall, at any time during the course of the audit, and at the conclusion thereof, make available to the Authority for inspection and review, the working papers developed during the audit including the following:

- a. The facts gathered and documents obtained;
- b. Computations and analyses performed; and
- c. Other pertinent data and working papers relating to the audit.

Audit working papers will be indexed in a logical manner and show evidence that each working paper or group of working papers has been subjected to appropriate supervisory review. Working papers will be clearly titled, dated, and show the name of the auditor preparing the

working paper. The working papers will be retained for a period of three (3) years and are subject to review by the Authority or the State Auditor, Office of Legislative Services. The Independent Auditor will retain ownership of the audit work papers.

12.1.10 Fraud, Suspicion of Fraud or Unauditable Conditions. Immediately upon the suspicion of or recognition of fraud, major accounting system deficiencies or major misstatement of accounts, the audit firm should immediately contact the Authority. No further work should be performed regarding the matter unless instructed by the Authority. The Independent Auditor will be required to produce a written report of the fraud or suspicion of fraud to the Authority.

12.1.11 Accounting Records. The Independent Auditor is required to maintain accounting records and other evidence pertaining to the costs incurred during the engagement and to make the records available to the Authority at all reasonable times during the engagement and for three (3) full years from the date of the final payment to the Independent Auditor by the Authority.

13.0 SELECTION PROCESS

13.1 All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be evaluated by the Evaluation Committee established pursuant to Executive Order No. 122 (McGreevey 2004). The Authority's Evaluation Committee reserves the right to request clarifying information subsequent to submission of the proposal, if necessary.

13.2 The Evaluation Committee will review and score each Technical Proposal pursuant to the criteria specified below in Section 12.3.

13.3 The criteria used to evaluate responsive Technical Proposals shall include, but not be limited to expertise, capacity, experience and personnel and may include the following evaluation criteria categories:

- (a) Bidder's general overview and approach in meeting the requirements of this RFP;
- (b) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in Section 11.0 above;
- (c) Bidder's experience in successfully completing projects of a similar scope and size to that required by this RFP;
- (d) Qualifications and experience of the bidder's personnel assigned to work with the Authority;
- (e) Overall quality of response to this RFP; and
- (f) Quality of oral interview, if any.

13.4 The evaluation will be based upon the information provided to the Authority's Evaluation Committee in response to this RFP and any necessary verification of such information provided thereof.

13.5 Proposals will receive a final technical ranking based on the Technical Proposal's evaluation.

13.6 Following the final technical ranking, the Cost Proposals will be opened and evaluated by the Evaluation Committee. The Evaluation Committee shall prepare a written report for the Audit Committee's consideration. Upon review of the written report, the Audit Committee will determine whether to re-rank the responses to the request for proposals and whether to conduct

interviews and such interviews, when employed, shall determine the final technical ranking, based on the evaluation criteria. The Audit Committee will negotiate engagement with the firm with the highest-ranked proposal at compensation that the Committee determines to be fair and reasonable. The Audit Committee shall then make an award recommendation to the Members of the Authority. Should the Committee be unable to negotiate a satisfactory engagement with any such firm, the Committee may select additional firms in order of their ranking and continue negotiations until an agreement is reached or, at its option, the Committee may reject any and all proposals.

13.7 Notwithstanding anything to the contrary herein, the Authority has no obligation to make an award and reserves the right to waive any non-material defects, reject all proposals for any reason and terminate the selection process at any time.

14.0 MISCELLANEOUS TERMS

14.1 Termination of Engagement. The Authority reserves the right to terminate any engagement entered into as a result of this RFP, provided written notice has been given to the contractor at least thirty (30) days prior to such proposed termination date.

14.2 Performance and/or Delivery of Services. If circumstances beyond the control of the Independent Auditor result in a late delivery of the Independent Auditor's final report or other services, it is the responsibility and obligation of the Independent Auditor to make known the details and explanations immediately to the Authority. If the successful bidder cannot meet the delivery date(s) for the effort as specified in its proposal, the successful bidder shall be liable to the Authority to the sum of \$500 per normal workday that such delivery is late. \$10,000 is the maximum amount of this liability. These said sums should be treated as liquidated damages and not a penalty. A performance bond is not required.

14.3 Work shall be commenced by the successful bidder when indicated by the Authority at any time after the engagement has been awarded by the Authority.

14.4 The successful bidder may not release any news or make any statements to the public, press or other media regarding matters pertinent to the proposal and the engagement without prior approval from the Authority.

14.5 All materials submitted in response to this RFP will become the property of the Authority.

14.6 The contents of the proposal from the successful bidder shall survive and be incorporated into any appointment or contract awarded as a result of this RFP.

ATTACHMENT # 1

PUBLIC LAW 2005, CHAPTER 51/EXECUTIVE ORDER NO. 117
DISCLOSURE AND CERTIFICATION FORMS

AND

OWNERSHIP DISCLOSURE FORM

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) I am certifying on behalf of the above-named business entity only.

(C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

Public Law 2005, Chapter 51

(formerly Executive Order 134) and Executive Order 117 (2008)

**INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political
Contributions" Forms**

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2006, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: Please refer to the next section, "Useful Definitions for Purposes of Ch. 51 and E.O. 117," for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name – Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor's business organization from the list provided.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor's primary email address.

Vendor FEIN – Please enter the vendor's Federal Employment Identification Number.

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity's street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor – Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

INFORMATION AND INSTRUCTIONS
For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **"Vendor"** means the contracting entity.
- **"Business Entity"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's spouse or civil union partner and any child residing with that person.¹
- **"Officer"** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **"Reportable Contributions"** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee, or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **"In-kind Contribution"** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **"Continuing Political Committee"** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public question, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-6(b).

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

INFORMATION AND INSTRUCTIONS For Completing The "Two- Year Vendor Certification and Disclosure of Political Contributions" Forms

- "Candidate Committee" means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- "State Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-4.
- "County Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-3.
- "Municipal Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-2.
- "Legislative Leadership Committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- "Political Party Committee" means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 030, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.shtml>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.shtml#staffe>.

OWNERSHIP DISCLOSURE FORM				
DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 W. STATE ST., 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230			BID NUMBER: _____ BIDDER: _____ _____	
INSTRUCTIONS : Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.				
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
INSTRUCTIONS : Provide below the names, home addresses, date of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below. If there are no owners with 10% or more interest in your firm, enter "None" below.				
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
COMPLETE ALL QUESTIONS BELOW				
		YES	NO	
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)		<input type="radio"/>	<input type="radio"/>	
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)		<input type="radio"/>	<input type="radio"/>	
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)		<input type="radio"/>	<input type="radio"/>	
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)		<input type="radio"/>	<input type="radio"/>	
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and bid or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.)		<input type="radio"/>	<input type="radio"/>	
CERTIFICATION : I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable. I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.				
Company Name: _____		_____ (Signature)		
Address: _____		PRINT OR TYPE: _____	_____ (Name)	
FEIN/SSN# _____		PRINT OR TYPE: _____	_____ (Title)	
		Date _____		

ATTACHMENT #2

FORM OF

L. 2006, C. 16 POLITICAL CONTRIBUTIONS CERTIFICATION

L. 2006, C.16 POLITICAL CONTRIBUTIONS CERTIFICATION

I, _____, the _____ of _____, **HEREBY CERTIFY** that pursuant to Section 11 of L. 2006, c. 16, that no contribution, on or after September 1, 2004 or 18 months prior to the date of dissemination of the Request for Proposals for Independent Auditing Services for the Fort Monmouth Economic Revitalization Planning Authority, issued January 29, 2008 that is reportable by the recipient of such contribution pursuant to L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.) to the candidate committee of any person serving as a member of the Fort Monmouth Economic Revitalization Planning Authority (the “Authority”) or to a State, county or municipal committee of the political party to which any person serving as a member of the Authority belongs to when the contract is awarded has been made, and that this certification has been made with full knowledge that the Authority shall rely upon the truth of the statements contained.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2010.

Firm Name: _____

By: _____

Name: _____

Title: _____

ATTACHMENT #3
AFFIRMATIVE ACTION SUPPLEMENT

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	Bid Number: _____ Bidder: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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, race, 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 targeted 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, race, 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 Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance**

P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY.
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT	CITY	COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB Categories	All Employees		PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****						***** FEMALE *****					
				Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min		
Officials/Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftworkers (Skilled)															
Operatives (Semi-Skilled)															
Laborers (Unskilled)															
Service Workers															
Total															
Total employment From previous Report (if any)															
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?	14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: _____ TO: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE, AREA CODE, NO.

I certify that the information on this form is true and correct.

**ATTACHMENT #4
STANDARD TERMS AND CONDITIONS**

STANDARD TERMS AND CONDITIONS

By submitting a proposal in response to the Request for Proposals (“RFP”) for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, “Standard Terms and Conditions”) are part of any contract(s) awarded as a result of the RFP unless specifically and expressly modified by reference in the RFP or in a writing executed by an authorized officer of the Fort Monmouth Economic Revitalization Planning Authority or any successor entity.

I. Definitions: As used in these Standard Terms and Conditions, the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

“Authority” means the Fort Monmouth Economic Revitalization Planning Authority or the successor entity to the Authority. The Authority is the intended beneficiary of the Contract.

“Bidder” means any person or entity submitting a qualifications package in response to the RFP to provide the Authority or its successor services specified in the RFP.

“Contract” means a mutually binding legal relationship obligating the Consultant to furnish services and the Authority or its successor to pay for them. The Contract consists of these Standard Terms and Conditions, the RFP, the proposal submitted by the Consultant, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the “contract” does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by a writing signed by an authorized officer of the Authority and of the Consultant.

“Consultant” means the person or entity which submits a proposal in response to the RFP and to whom (or which) the Contract is awarded.

“Request for Proposals” or “RFP” means a solicitation for proposals from the shortlist of qualified firms to determine the Consultant to provide the services as specified herein.

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions:

A. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Consultant is specifically instructed otherwise in the RFP or in any other amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

B. All of the Authority's Standard Terms and Conditions will become part of the Contract awarded as a result of this RFP, whether stated in part, in summary or by reference. In the event the Consultant's terms and conditions conflict with the Authority's, the Authority's Standard Terms and Conditions will prevail, unless the Consultant is notified in writing of the Authority's acceptance of the Consultant's terms and conditions.

III. Consultant's Status and Responsibilities:

A. Consultant's Status: The Consultant's status shall be that of an independent consultant and not that of an employee of the State or the Authority.

B. Consultant's Certification as to its Representations: The Consultant certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Consultant agrees that the violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for termination of the contract award. In addition, the Consultant's violation of any statute or regulation relating to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Consultant's enforcement of its rights under the Contract including any and all claims at law or equity.

C. Consultant's Performance: The Consultant agrees to perform in a good, skillful and timely manner all services set forth in the Contract. The Consultant has an affirmative obligation to promptly notify, in writing, the Authority or its successor of any changes in circumstances which might affect the Consultant's ability to be awarded or to perform its obligations under the Contract.

D. Responsibilities of Consultant:

1. The Consultant is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Consultant under the Contract.
2. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority or its

successor of any rights under the Contract or of any cause of action arising out of the Consultant's performance of the Contract.

3. The acceptance of, approval of or payment for any of the services performed by the Consultant under the Contract shall not constitute a release or waiver of any claim the Corporation has or may have for latent defects or errors or other breaches or warranty or negligence.
4. Except for those subconsultants identified in the Consultant's response to the RFP, the Consultant shall not hire, employ or otherwise engage subconsultants to furnish the performance contemplated by the Contract, unless the prior written approval of the Authority or its successor is obtained by the Consultant.
5. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the Authority or its successor may have against the Consultant.

E. Investigation: By submitting a proposal in response to the RFP, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.

F. Cost Liability: The Authority or its successor assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.

G. Indemnity/Liability to Third Parties:

1. The Consultant shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority or its successor, its officers, employees and attorneys from and against any and all claims, demands, suits, actions, recoveries, judgments, liabilities and costs and expenses which may arise out of the breach of any term of the Contract or the default thereunder by the Consultant, its employees, servants or agents and on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services supplied under this Contract.
2. The Consultant shall hold and save the Authority or its successor, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied

composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

3. The Consultant further agrees that:
 - a) Any approval by the Authority or its successor of the work performed by the Consultant shall not operate to limit the obligations of the Consultant assumed in the Contract;
 - b) The Authority or its successor assumes no obligation to indemnify or save harmless the Consultant, its agents, servants or employees for any claim which may arise out of its performance of the Contract; and
 - c) The provisions of this indemnification shall in no way limit the Consultant's obligations assumed in the Contract, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

H. Availability of Records: The Authority or its successor has the right to request, and the Consultant agrees to furnish free of charge, all information and copies of all records and documents which the Authority or its successor requests. The Consultant shall allow the Authority or its successor to visit the office(s) of the Consultant periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Consultant pursuant to the Contract. Any failure by the Consultant to maintain or produce such records or to otherwise cooperate with the Authority or its successor may be, at the Authority or its successor's discretion, cause for termination of the contract award and/or suspension or debarment of the Consultant from the Authority.

I. Data Confidentiality: All data not otherwise publicly available contained in documents supplied by the Authority after the award of the Contract, any data not otherwise publicly available gathered by the Consultant in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the Authority or its successor. The Consultant is required to use reasonable care to protect the confidentiality of the data. Any use, sale or offering of this data in any form by the Consultant, its employees, agents, servants or assignees will be considered in violation of the Contract and will cause the information to be reported to the State Attorney General for possible prosecution. Penalties for violations of this provision include, but are not limited to, termination of the contract award and/or legal action without the Authority or its successor being liable for damages, costs and/or attorney fees. The Consultant shall be liable for any and all damages arising from its breach of this confidentiality provision.

- J. No Waiver of Warranties or Remedies at Law or Equity:** Nothing in the Contract shall be construed to be a waiver by the Authority or its successor or any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an authorized officer of the Authority or its successor. Further, nothing in the Contract shall be construed to be a waiver by the Authority or its successor of any remedy available to the Authority or its successor under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an authorized officer of the Authority or its successor.
- K. Publicity:** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by the Authority or its successor.

IV. Contractual Relationship:

- A. Assignment:** The Consultant shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of the Authority or its successor. Any assignment or transfer of the Consultant's rights under the Contract without the prior written consent of the Authority or its successor shall not relieve the Consultant of any duty; obligation or liability assumed by it under the Contract and shall be cause for termination of the contract award.
- B. Mergers, Acquisitions and Dissolution:**
1. **Merger or Acquisition:** If, subsequent to the award of any contract, resulting from the RFP, the Consultant shall merge with or be acquired by another firm, for purposes of this Contract only, the documents set forth below must be submitted to the Authority or its successor for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award upon ten (10) days notice by the Authority or its successor to the Consultant. In such case, the provisions of VI.C. and VI. D shall apply. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.
 - a) Corporate resolutions prepared by the awarded Consultant and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.
 - b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, Chapter 271 Vendor Certification and Political Disclosure Form, Public Law 2006, Chapter 16 Political Contributions Certification, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all

updated information, including ownership disclosure, pursuant to the provisions contained herein.

- c) The acquirer's or resulting entity's Federal Employer Identification Number.
- d) **Ownership Disclosure:** Within thirty (30) days after any merger or acquisition, the Consultant must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Consultant has the continuing obligation to notify the Authority or its successor of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Authority or its successor.

2. **Dissolution:** If, during the term of the Contract, the Consultant's partnership, joint venture or corporation shall dissolve, the Authority or its successor must be so notified. Upon receipt of such notice, the Authority or its successor may terminate the Contract, in which case the provisions of VI. C. and VI. D. shall apply. All responsible parties of the dissolved partnership or corporation must submit to the Authority or its successor, in writing, the names of the parties proposed to perform the contract and the names of the parties to whom payment should be made. If the Consultant is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

C. Notice: The Consultant shall promptly provide notice to the Authority or its successor of all information related to its merger, acquisition and/or dissolution.

D. Assumption of the Duties of the Authority by a Successor Entity: In the event the State Legislature enacts legislation creating an entity to succeed the Authority and to assume the debts, liabilities, obligations and contracts of the Authority, this Contract will automatically be imposed upon the successor entity without the need to obtain the prior consent, written or otherwise, of the Consultant.

V. Mandatory Compliance with Law: The Consultant's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and is available for review at the State Library, 155 West State Street, Trenton, New Jersey 08625.

A. Corporate Authority:

1. All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the Secretary of State of New Jersey prior to conducting business in the State of New Jersey.
2. If a bidder is a corporation incorporated in a state other than New Jersey, the Consultant must obtain a Certificate of Authority to do business from the Office of the Secretary of State of New Jersey prior to receipt of the final contract award. Within seven (7) days of its receipt of a notice of intent to award, the successful bidder shall provide either a certification or notification of filing with the Secretary of State. Failure to comply may result in the Authority withdrawing the notice of intent to award.
3. If the bidder awarded the Contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the Secretary of State as his true and lawful attorney for the sole purpose of receiving process in any civil action which may arise out of the performance of the Contract. The appointment of the Secretary of State shall be irrevocable and binding upon the bidder, his heirs, executors, administrators, successors and assigns. Within ten (10) days of receipt of this service, the Secretary of State shall forward same to the bidder at the address designated in the bidder's proposal.

B. Affirmative Action: During the performance of the Contract, the Consultant agrees to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27), as follows:

1. The Consultant 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 Consultant 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, up-grading, 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 Consultant 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.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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.
3. The Consultant 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 Authority's contracting officer, advising the labor union or worker's representative of the Consultant's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant agrees to comply with the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.
5. The Consultant 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 New Jersey State 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 New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
6. The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and 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.
7. The Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.
8. The Consultant 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 status and court decisions of the State

of New Jersey, and applicable Federal law and applicable Federal court decisions.

9. The Consultant 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 New Jersey Administrative Code (N.J.A.C. 17:27).

C. Americans with Disabilities Act: The Consultant shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C., Sec. 12101, et seq.

D. Bidders Warranty: By submitting a proposal in response to the RFP, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the 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 the Consultant for the purpose of securing business. The penalty for breach or violation of this provision may result in termination of the contract award without the Authority being liable for damages, costs and/or attorney fees or, in the Authority's discretion, a deduction from the Contract price or consideration the full amount or such commission, percentage, brokerage or contingent fee.

E. Standards Prohibiting Conflicts of Interest: The following prohibitions shall apply to all contracts made with the Authority.

1. No Consultant shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an officer or employee of the Authority from any State Bidder or Consultant shall be reported in writing forthwith by the vendor to the State Attorney General.
3. No Consultant may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Consultant to any officer or employee of the Authority or

special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

4. No Consultant shall influence, or attempt to influence or cause to be influenced any officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said officer or employee.
5. No Consultant shall cause or influence, or attempt to cause or influence, any officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Consultant or any other person.
6. It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

F. Business Registration:

1. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (“BRC”) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.
2. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder’s bid. No contract will be awarded without proof of business registration with the Division of Revenue. 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 www.state.nj.us/njbgs/services.html.
3. Before performing work under the Contract, all subcontractors of the Consultant must provide the Consultant proof of New Jersey business registration. The Consultant shall forward the business registration documents on to the Authority.

VI. Termination of the Contract Award: The Authority may terminate the contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

- A. For Convenience:** Where circumstances change and/or the needs of the Authority change, or the Contract is otherwise deemed by the Authority to no longer be in the public interest or the services of the Consultant are no longer desired by the Authority or its successor, the Authority or its successor may terminate the contract award upon no less than thirty (30) days notice to the Consultant. In the event of such a termination of the contract award, the Consultant shall furnish to the Authority or its successor, free of charge, such close-out reports as may reasonably be required.
- B. For Cause:**
1. Where a Consultant fails to perform or comply with the Contract, the Authority or its successor may terminate the contract award upon ten (10) days notice to the Consultant.
 2. The Authority or its successor's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Consultant's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Consultant to fulfill its contractual obligations. The Authority or its successor may also terminate any contract with a federally debarred consultant or a consultant which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- C.** Upon a termination of the contract award under this or any other paragraph herein, the Consultant shall be entitled to receive as full compensation for services rendered up to the date of termination for that portion of the fee which the services were actually and satisfactorily performed by it, as determined by the Authority or its successor, shall bear to the total services contemplated under the Contract, less payments previously made.
- D.** Upon termination of the contract award, the Authority or its successor may acquire the services which are the subject of the Contract from another source and may charge the Consultant whose contract award has been terminated the difference in price, and the said Consultant shall be liable for same.

VII. Independent Auditor Compensation: The Independent Auditor shall submit invoices no more frequently than every 30 days. Payment will not be made until the Authority or its successor has approved payment. Invoices for these independent audit services will generally be submitted for review and payment based upon the following schedule:

- 20% upon start of field work;
- 20% upon completion field work;
- 30% upon submission of the Draft Report; and
- 30% upon submission of the Final Auditor's Report

The Authority, in its sole discretion, may consider alternate invoicing intervals, as may be deemed appropriate based on the evidence substantiating the degree of completion, before a pro-rated payment is approved.

At a minimum, invoices submitted for payment must include the following:

1. reference the billing period
2. provide a brief description of the project task or subtask services for the billing period
3. indicate the percentage of completion of the overall "*Scope of Services*"
4. if applicable, for additional services, required and approved, the following is required:
 - i. provide an itemized detail by staff employee and position / title assigned to perform the work for the project and corresponding hourly rates indicated in the "*Fee Proposal – Hourly Rates*" "(i.e. in one quarter hour increments (i.e. 15 minutes))"
 - ii. indicate the number of hours dedicated to the task or subtask for each position / title, which performed the work for the respective *Scope of Service*
 - iii. at a minimum, invoices for additional services, if any, as well as the original proposed *Scope Of Services* approved by the Authority prior to the commencement of the additional work, will include the above referenced documentation. The *Scope of Services* for the additional work must reference the hours to be dedicated, positions required, corresponding hourly rates for each position and extended dollar amounts for each position, to allow the Authority to reconcile the approved *Scope* to the actual invoices submitted.

Additional services, if required and so approved by the Authority, will be invoiced upon completion and, at a minimum, will be accompanied by the supporting documentation indicated above or any other such documentation as may be required by the Authority. In the event a partial payment is being made prior to the completion of a project (i.e. the duration of a particular project is prolonged, perhaps 2 to 3 months), the Authority may require the Independent Auditor to submit evidence substantiating the degree of completion before a pro-rated payment is approved.

All compliance documentation must be provided and invoices will not be paid until all documentation has been received by the Authority or its successor. Payment of the Independent Auditor is subject to the availability and receipt of funds from the United States Department of Defense, Office of Economic Adjustment and is a material term and condition of this Contract. The Contract is subject to termination for convenience by the Authority or its successor, without penalty to the Authority or its successor, if funds from the United States Department of Defense, Office of Economic Adjustment are not available and/or received by the Authority or its successor at any time during the duration of the Contract.

VIII. Insurance: The Consultant shall secure and maintain in force for the term of the Contract liability insurance as provided herein. The Consultant shall provide the Authority or its successor with current certificates of insurance for all coverages and renewals thereof, naming the Authority or its successor as an additional insured and shall contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to:

Fort Monmouth Economic Revitalization Planning Authority
Frank C. Cosentino, Executive Director
2-12 Corbett Way
Eatontown, New Jersey 07724

or to such other successor entity as directed. The insurance to be provided by the Consultant shall be as follows:

1. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the Authority or its successor, the State, its officers, and employees as additional insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

2. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT.

IX. Notices: All notices required under the Contract shall be in writing and shall be validly and sufficiently served by the Authority or its successor upon the Consultant, and vice versa, if addressed and mailed by certified mail to the addressee set forth in the Contract. Notice to the Authority shall be mailed to the following address:

Mailing and Overnight Delivery Address:

Fort Monmouth Economic Revitalization Planning Authority
2-12 Corbett Way
Eatontown, New Jersey 07724

X. Claims: All claims against the Authority or its successor by the Consultant concerning interpretation of the Contract, Consultant performance and /or termination of the contract award shall be subject to the New Jersey Tort Claims Act N.J.S.A. 59:1-1, et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

XI. Applicable Law: This Contract and any and all litigation arising there from or related thereto shall be governed by the applicable law, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

ATTACHMENT #5

Fort Monmouth Economic Revitalization Planning Authority
 Comparative Budget Analysis
 For the fiscal years ended June 30, 2010 and 2011

<u>Expense Categories</u>	Fiscal Year 2010 <u>Budget</u>		Fiscal Year 2011 <u>Budget</u>	
Personnel		\$ 523,270		\$ 455,995
Fringe Benefits		188,640		158,914
Travel				
Local	\$ 3,130		\$ 1,492	
Out-of-State	10,315		9,030	
Conferences, Meetings, Memberships	5,400	18,845	7,450	17,972
Equipment				
Computer Hardware	3,500		-	
Computer Software	2,000		1,500	
Office Equipment	1,000	6,500	-	1,500
Supplies		19,840		24,541
Contractual				
Plan Implementation, Additional Studies	900,000		1,250,000	
Professional Fees	118,950	1,018,950	115,000	1,365,000
Other				
Authority Public Meetings	2,400		-	
Advertising	3,750		-	
Communication Expense	21,000		21,360	
Insurance	24,025		21,617	
Rent	81,550	132,725	85,825	128,802
Total		<u>\$ 1,908,770</u>		<u>\$ 2,152,724</u>

Note: There is currently no budget available for FMERA and none is expected until after FMERA begins operations. It is anticipated that FMERA's budget will be greater than the budget of the Authority.