

REQUEST FOR PROPOSALS

FOR

ON-CALL PROPERTY MAINTENANCE SERVICES

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: April 11, 2014

Responses due by 12:00 P.M. EDT on May 22, 2014

MANDATORY PRE-PROPOSAL CONFERENCE

To be held on April 21, 2014 at 2:00 P.M.

**at the Fort Monmouth Economic Revitalization Authority's (FMERA) office
located at 502 Brewer Avenue, Fort Monmouth**

PURPOSE AND INTENT

The Fort Monmouth Economic Revitalization Authority (the “Authority” or “FMERA”), by means of this Request for Proposals (the “RFP”) for On-call Property Maintenance Services is soliciting Technical Proposals, and Fee Proposals from qualified firms interested in performing the services described herein as the Contract Manager, to procure and manage subcontractors or utilize in-house staff to perform routine tasks identified in this RFP as well as other tasks as determined by FMERA to be needed during the term of the contract. FMERA estimates that between twenty-five (25) and thirty (30) subcontractors will need to be hired each year. The services will be performed for various properties and facilities owned, operated, leased and/or managed by the Authority.

The Fort Monmouth property is currently owned by the Federal Government and spans two distinct areas, the Charles Wood Area (CWA) and the Main Post (MP) that will fall within the boundaries of Tinton Falls, Eatontown, and Oceanport Boroughs when transferred. The Authority will select one firm to provide these services. The Fort Monmouth property is being conveyed to the Authority on a parcel-by-parcel basis and will either be sold or leased to third parties by the Authority. The Authority will be responsible to maintain these properties while they are leased to or owned by the Authority. The Authority currently leases several buildings from the Army and is under contract with the Army to acquire ownership of approximately 550 acres known as Phase 1 during the first quarter of 2014. The Authority is also negotiating with the Army to acquire the balance of Fort Monmouth. The entire Fort consists of approximately 1126 acres and 5Msf of facilities as shown on ATTACHMENT #5. Properties and facilities will be maintained at various levels of care depending on whether they are:

1. Planned for reuse
2. Covered under historic preservation covenant
3. Planned for demolition
4. Occupied by tenants and/or the Authority
5. Actively marketed for sale or lease

The scope of services is ATTACHMENT #1

The Contract Manager will be engaged for a term of twenty-four (24) months commencing with the date of appointment which is expected to be on or about June 16, 2014. The Authority reserves the right to extend the term of the engagement for up to an additional twenty-four (24) months.

2.0 BACKGROUND

The Authority was established by P.L.2010, Chapter 51, by the New Jersey State Legislature (the “State Legislature”). In creating the Authority, the State Legislature declared: The closure and revitalization of Fort Monmouth is a matter of great concern for the host municipalities of Eatontown, Oceanport, and Tinton Falls; for Monmouth County; and for the State of New Jersey.

The economies, environment, and quality of life of the host municipalities, Monmouth County, and the State will benefit from the efficient, coordinated, and comprehensive redevelopment and revitalization of Fort Monmouth. The Fort Monmouth Economic Revitalization Planning Authority was established pursuant to P.L.2006, c.16 (C.52:27I-1 et seq.) to plan for the comprehensive conversion and revitalization of Fort Monmouth, so as to encourage enlightened land use and to create employment and other business opportunities for the benefit of the host municipalities, of that county and the entire State. On September 4, 2008, the Fort Monmouth Economic Revitalization Planning Authority submitted a comprehensive conversion and revitalization plan for Fort Monmouth, known as the "Fort Monmouth Reuse and Redevelopment Plan," and a homeless assistance submission to the United States Department of Defense and the United States Department of Housing and Urban Development, as required under the applicable federal Base Closure and Realignment law and regulations. The Fort Monmouth Reuse and Redevelopment Plan is the result of an extensive, coordinated, and collaborative process conducted by the Fort Monmouth Economic Revitalization Planning Authority, and reflects input from the host municipalities, Monmouth County, State departments and agencies and the general public as to the future of Fort Monmouth.

3.0 SCOPE OF SERVICES

The scope of services is ATTACHMENT #1.

3.1 ADDITIONAL SERVICES

The firm awarded the contract to provide the services described in this RFP may also be retained on a sole source basis to provide additional services similar to the services described in this RFP. It is understood that the firm may be retained if, in the sole discretion of the Authority, it is determined that additional services are required and that such procurement is in the best interest of the Authority. The firm's initial services must be acceptable and satisfactorily completed in order to be considered a candidate to be retained by the Authority on a sole source basis to provide additional services. It is further understood that the Authority is under no obligation to solicit a proposal and/or retain the firm to provide any such additional services. Hourly billing rates requested as part of the RFP will be utilized as a basis for negotiating a mutually agreeable price for such additional services. An amendment to the contract document will be signed by both parties should the Authority procure additional services.

4.0 MANDATORY PRE-PROPOSAL CONFERENCE

A **Mandatory Pre-Proposal Conference** will be held at **2:00 P.M. on April 21, 2014**, at the Authority's office located at 502 Brewer Avenue Fort Monmouth. **Attendance at the Mandatory Pre-Proposal Conference is required in order to submit a Proposal.** Pre-registration of your firm's attendance is requested, but not mandatory. For pre-registration, please contact Regina McGrade, Operations Specialist at rmcgrade@njeda.com or at (732) 720-6350. Due to space limitations, please limit attendance of your firm's representatives at the Mandatory Pre-Proposal Conference to **no more than two (2) persons**.

5.0 PROPOSAL SUBMISSION

Three (3) copies of the Proposal (one (1) unbound, original; one (1) bound copies; one (1) copy in PDF format on a CD or USB drive) must be submitted marked “On-call Property Maintenance Services” and addressed to:

Bruce Steadman
Executive Director
Fort Monmouth Economic Revitalization Authority

Proposals must be received by May 22, 2014 at 12:00 p.m. Eastern Daylight Time (EDT). Bid opening will take place at the FMERA offices, 502 Brewer Avenue, Fort Monmouth, at 12:30 P.M. EDT on May 22, 2014.

Proposals may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757.

Hand delivered proposals must be received at the FMERA Staff Office, 502 Brewer Avenue, and Fort Monmouth by May 22, 2014 at 12:00 P.M. EDT. Anyone seeking to utilize hand delivery must contact Regina McGrade rmcgrade@njeda.com 732-720-6350, no later than 3:00 P.M. on May 22, 2014, for delivery instructions and directions.

For US mail delivery, please mail to FMERA, P.O, Box 267, Oceanport, NJ. All US mail deliveries must be received by 12:00 P.M. May 22, 2014.

Proposals will be publically opened and announced on May 22, 2014 at 12:30 P.M. at the Authority Office located at 502 Brewer Avenue, Fort Monmouth. The Authority will not be responsible for any expenses in the preparation and/or presentation of the Offers or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

No faxed or email Proposals will be accepted. Proposals received after the time and date listed above will not be considered.

The Authority reserves the right to hold oral interviews with any or all of the firms submitting Proposals. The Authority expects to hold oral interviews, if any, on or about June 5, 2014. If held, each firm being requested to attend oral interviews will be notified by the Authority on or about June 2, 2014.

The Authority will not be responsible 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, in its sole discretion, waive any irregularities or informalities, such as minor elements of non-compliance

with regard to the requirements of this RFP, 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.

The Authority, in its sole discretion, reserves the right to waive minor elements of non-compliance of any firm's Proposal with regard to the requirements of this RFP.

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

The responding firm assumes sole responsibility for the complete effort required in this 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 by applicable law, including the New Jersey Open Public Meetings Act and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

Communications with representatives of the Authority by your firm or your firm's representatives concerning this RFP are **NOT** permitted during the term of the submission and evaluation process (except as set forth above in Section 4.0, an oral interview as set forth above in Section 5.0, and as set forth in Section 6.0 below). Communications regarding this RFP in any manner (except as set forth above in Section 4.0 and Section 5.0 and as set forth in Section 6.0 below) **will result in the immediate rejection** of your firm's Proposal .

6.0 QUESTIONS AND ANSWERS

Firms will be permitted to ask questions regarding any aspect of this RFP at the Mandatory Pre-Proposal Conference. The Authority will also accept questions from firms regarding any aspect of this RFP via e-mail only until 5:00 p.m. Eastern Standard Time on May 9, 2014. Questions should be directed via e-mail to:

rharrison@njeda.com

All answers to questions posed will be posted on the Authority website at www.fortmonmouthredevelopment.com and/or through an addendum (if any) to this RFP made available to all potential bidders at the Authority website.

7.0 SUBCONTRACTING

The Authority encourages the Contract Manager to make good faith efforts to subcontract work to qualified small businesses in accordance with the Set Aside Contracting and Subcontracting Program, N.J.A.C. 17:13-4 et seq., Executive Order No. 71 (McGreevey 2003), and Executive Order 151 (Corzine 2009).

Further, the Authority encourages responding firms to hire or subcontract with, if and to the extent possible, maintenance staff currently working at Fort Monmouth. These individuals are most familiar with the existing facilities and infrastructure, all of whom will otherwise lose their jobs when the property transfers to FMERA.

The firm must identify any and all subcontractors in its Proposal. Regardless if whether a firm uses a qualified small business subcontractor or a subcontractor that is not a qualified small business, the firm must use the subcontractor identified in the firm's Proposal to perform the services required, unless the firm requests the approval from the Authority for the substitution of a subcontractor who can also provide the services required, with such approval of the Authority to be in the Authority's sole decision.

8.0 THE PROPOSAL

The Proposal to be submitted by your firm consists of a Technical Proposal and a Fee Proposal. The original and copies of the Fee Proposal is to be submitted in a separate sealed envelope. Additionally, the requested supporting documents listed in Section 11.0 below must be included with the Technical Proposal.

9.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

The bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Services attached hereto as Attachment #1. The Technical Proposal must consist of the following:

- I. Cover Letter
- II. References
- III. Description of Firm's Prior Experience
- IV. Management Overview and Approach
- V. Organization Chart
- VI. Key Team Member List
- VII. Resumes of Key Team Members
- VIII. Disclosure of Investment Activities in Iran form (see section 14.8 of this RFP)

All of the above items must be addressed in the submission in the same order as stated above. Each firm's Technical Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section 15 below. Proposals should be submitted on 8 ½ by 11 inch pages.

All firms wishing to respond to this RFP must attend the Mandatory Pre-Proposal Conference at the time and place as described on the cover page to this RFP and in Section 4.0 above.

10.0 A MORE DETAILED DESCRIPTION OF THE ITEMS REQUIRED IN THE TECHNICAL PROPOSAL FOLLOWS:

10.1 Cover Letter

The bidder must include a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. The bidder must indicate the name and contact information for the individual who will be the senior contact person for the responding firm for this engagement. The bidder must also indicate whether the firm is operating as an individual proprietorship, partnership, corporation or a joint venture. The cover letter should also indicate the state of incorporation of the bidder and list all licenses obtained by the firm enabling it to operate. The cover letter must also include identification of any and all subcontractors of the bidder.

10.2 References

The bidder must provide at least three (3) client references applicable to the scope of services, with contact names, telephone numbers and e-mail addresses.

10.3 Description of Firm's Prior Experience

Through a response to the specific requests below, the respondent should clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Services as attached hereto as ATTACHMENT #1. If applicable, please highlight projects in which members of your proposed project team have worked together. Please indicate for each project which you list, the scope of the project and the location of the project.

1. Please provide a description of experience within the past ten (10) years related to:
 - a. On-call Property Maintenance Services provided in the State of New Jersey
 - b. On-call Property Maintenance Services under contract to State of New Jersey Agencies or Authorities
 - c. On-call Property Maintenance Services/Base Operations Services associated with military and former military installations
2. Proposals must demonstrate that a Proposer has a high level of experience in all of the areas of service covered by this RFP including, but not limited to:
 - a. Firms must demonstrate a proven track record, staff resources and experience to be able to provide Property and Facility Maintenance services.
 - b. Experience utilizing a Property Maintenance and Accounting Database System.

- c. Experience procuring, managing and supervising subcontractors related to property and facility maintenance.
 - d. Specific experience it has in building operations and maintenance disciplines.
 - e. The Proposer must indicate whether it has in-house staffing capability to meet the staffing needs as required by this RFP or whether it will be hiring staff. The Proposer should provide evidence that its staff, resources and experience with property and facility management will enable it to effectively perform and deliver the services required of the resulting contract(s). This is to be evidenced by the qualifications of the proposed staff assigned to perform the work against the resulting contract(s), as indicated by the staff resumes, job descriptions, and staffing plan submitted with the Proposal. The staffing plan should contain an outline of annual vacation, sick, administrative leave time for each staff member. Prior to commencing services, the successful Firm will have background checks conducted on all assigned staff and will provide copies to the Authority
3. Proposals should demonstrate that a Proposer has a high level of experience in all of the areas of service covered by this RFP including, but not limited to:

Specialized property/facility maintenance experience including:

- a. The operation of commercial building mechanical, HVAC and control systems including chilled water HVAC systems;
- b. The operation of a Building Management System;
- c. Troubleshooting and/or performance verification of mechanical control systems and HVAC systems;
- d. Trouble shooting and/or performance verification of other building systems including but not limited to energy management systems (EMS), fire alarm/security systems, and general building and lighting electrical control systems;
- e. Producing capital repair and improvement plans for office buildings and building operating systems;
- f. Maintaining regular communications for building operation issues with building tenants/occupants and resolving building oriented complaints;
- g. Implementing cost control and savings measures to ensure the building is operated effectively, efficiently and within budget;
- h. Licensed boiler operator personnel (license must be in effect upon the date of commencement of the services);
- i. Experience drafting Scopes of Services for bidding subcontracted facility and On-call Property Maintenance services.

10.4 Management Overview and Approach

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the Authority that the bidder understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the bidder's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved.

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services (attached hereto as ATTACHMENT #1) will be accomplished.

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the bidder's ability to complete the engagement. The bidder's response to this section should be designed to convince the Authority that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

10.5 Organization Chart

The organization chart must include all Key Team members, their labor category and titles for this engagement and the firm they represent. In the event the respondent firm is a "joint venture," the respondent firm must indicate from which participating firm each Key Team Member originates. For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal, studio head or job captain identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the responding firm is a "joint venture", there must be included a clear statement of responsibility associated with each member and/or entity of the joint venture.

10.6 Key Team Member List

The responding firm must list each Key Team Member and the percentage of time each Key Team Member will spend on this engagement, based upon a forty (40) hour work week.

10.7 Resumes of Key Team Members

A resume of each Key Team Member must be included.

10.8 Disclosure of Investment Activities in Iran

See Section 14.8 of this RFP for instructions on completing this form.

11.0 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL

The bidder shall provide a completed and signed Fee Schedule Form using the form attached to this RFP as Attachment #4. Fee Schedule Forms are to be submitted in a separately signed envelope. The fee schedule is for tasks set forth in the Scope of Services, which are unspecified at this time as to quantity and frequency and shall be on a time and materials basis. The bidder should also include a statement of any assumptions or exclusions underlying the bidder's Fee Proposal. The fee schedule should also include all reimbursable expenses for each task or subtask to be completed as part of this engagement. The Fee Schedule should also specify any base level minimum administrative fees. Please use the Fee Schedule Forms attached hereto as Attachment #4 to present your firm's proposed fees for this engagement. If a Fee Schedule does not contain a specific category applicable to your firm's proposed fees, please append such additional information to the Fee Schedule Form.

Each bidder is required to hold its prices firm through the selection process and the appointment of the Contract Manager by the Authority.

12.0 CONFIDENTIALITY AGREEMENT

The selected firm will be required to enter into a confidentiality agreement with the Authority, the form of which will be provided to the selected firm at the conclusion of the selection process. The executed confidentiality agreement must be returned to the Authority prior to the commencement of performance by the selected firm and all subcontractors. The form of the confidentiality agreement is not subject to negotiation and no proposed comments or revisions will be entertained by the Authority.

13.0 STANDARD TERMS AND CONDITIONS & REQUIRED INSURANCE

By submitting its Proposal, the firm agrees that if selected, it shall be bound by the Standard Terms and Conditions, attached hereto as ATTACHMENT #2 and that the firm will comply with the required insurance requirements as set forth in the Standard Terms and Conditions, attached hereto as ATTACHMENT #2.

Note: Required insurance coverages/policies to be held by the selected firm are set forth in the Standard Terms and Conditions.

14.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

14.1 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE - Public Law 2001, chapter 134; Public Law 2004, chapter 57; and Public Law 2009, chapter 315:

Each entity responding to this RFP must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a "*Business Registration Certificate*" ("*BRC*"), prior to entering into a contract with the Authority. All New Jersey and out-of-State business organizations must obtain a "*BRC*", prior to conducting business with the Authority. Proposers and any joint venture partners submitting a proposal are strongly encouraged to submit their

BRC(s), as well as the *BRC* for any named subcontractors with the proposal. The successful Proposer is required to ensure that it, each joint venture partner and all subcontractors possess a valid *BRC* throughout the term of the contract and any extensions thereto.

No Authority can award a contract unless a valid *BRC* is obtained for each entity, as required by law. In the event the Proposer, joint venture partners and / or any named subcontractors are unable to provide evidence of possessing a valid *BRC* prior to the award of a contract; the proposal may be deemed materially non-responsive

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Proposer must obtain and submit to the Authority, proof of a valid *BRC* registration for any subcontractor who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful Proposer must provide written notice to all its intended subcontractors, if applicable, that they are required to submit a copy of their *BRC* to the Contract Manager. The Contract Manager shall maintain and submit to the Authority a list of subcontractors and their current addresses, updated as necessary, during the course of the contract performance. No subcontract shall be entered into with a subcontractor for work under this contract, unless the subcontractor first provides to the Contract Manager, proof of the subcontractor's valid *BRC* registration.

The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>

Proposers may go to www.nj.gov/njbgs to register with the Division of Revenue or to obtain a copy of an existing *BRC*.

INDIVIDUALS, who may be responding to this RFP, or who may perform work against the contract as a subcontractor must also possess a valid *BRC*. The individual must complete and sign form "NJ-REG-A" (Rev 12/06) and submit it to the Department of Treasury. Evidence of registration with the Department of Treasury – Client Registration Bureau should be submitted with the bid proposal.

The "NJ-REG-A" form may be found at the Department of Treasury's website:

http://www.state.nj.us/treasury/revenue/pdforms/reg_a.pdf

The Contract Manager and any subcontractor/subcontractor providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "*Sales and Use Tax Act*", P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

14.2 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 Contract Managers 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 Contract Managers who have made or solicited certain contributions. Pursuant to the requirements of Chapter 51, EO 117, and EO 7 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 AThe 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 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;

(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 Contract Manager with the intent or understanding that such lobbyist or Contract Manager 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;

(f) fund contributions made by third parties, including Contract Managers, 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; 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.

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 Contract Manager 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 Acontinuing political committee@ within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of a proposal in response to the RFP are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

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

(d) Contract Manager's failure to submit the required forms will prevent the Authority from entering into a contract with the Contract Manager. The State Treasurer or his designee shall review the Disclosures submitted by the Contract Manager pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Contract Manager, prior to award, or during the term of the

retention agreement. If the State Treasurer determines that any contribution or action by the Contract Manager violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Contract Manager 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 and EO 117, the State Treasurer shall disqualify the Contract Manager from award of such contract.

Please refer to #3 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 may be cause for rejection of your firm's proposal. The firm selected to provide services to the Authority as the Contract Manager shall maintain compliance with Chapter 51, EO 117 and EO 7 during the term of their engagement.

14.3 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 in ATTACHMENT #3.

14.4 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.

14.5 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 should be completed and submitted with the proposal. The contract cannot be awarded 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.htm#eo134>. A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto in ATTACHMENT #3.

14.6 Prevailing Wage Requirement. Contract Manager and any subcontractor shall comply with the Prevailing Wage requirements set forth in N.J.S.A. 52:27I-31 (P.L. 2010, c. 51).

14.7 Prevailing Wage Contractor Registration. In accordance with the Public Works Contractor Registration Act, no contractor or subcontractor is permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (N.J.S.A. 34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. Therefore, it is necessary for respondents to this RFP to provide a copy of their valid contractor registration certificate to the Authority with their Technical Proposals. The firm awarded the contract under this RFP agrees that, at all times during the contract, it shall: (i) maintain a valid

contractor registration certificate with the NJ Department of Labor; (ii) comply with the requirements of the Public Works Contractor Registration Act and (iii) only hire and engage sub-contractors to perform work under this contract who are validly registered with the NJ Department of Labor.

14.8 Disclosure of Investment Activities in Iran. Pursuant to N.J.S.A. 52:32-58, all Proposals submitted in response to this RFOTP must include the Potential Purchaser's certification that neither the Potential Purchaser, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the State of New Jersey Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Potential Purchaser is unable to so certify, the Potential Purchaser shall provide a detailed and precise description of such activities. A copy of the Disclosure of Investment Activities in Iran form included in ATTACHMENT #2 must be completed and submitted by each Potential Purchaser with its Proposal.

15.0 SELECTION PROCESS

15.1 All Proposals will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation. Responsive Proposals will be evaluated by an evaluation committee pursuant to the criteria specified below. The Authority reserves the right to request clarifying information subsequent to submission of the Proposals, if necessary.

15.2 An evaluation committee will review and score each Proposal pursuant to the evaluation criteria specified below in Section 14.3.

15.3 The criteria used to evaluate each firm's Technical Proposal will include, but not be limited to expertise, capacity, experience and personnel and will include the following evaluation criteria categories (not listed in order of significance):

- (1) Bidder's Fee/Cost Proposal
- (2) Bidder's experience providing On-call Property Maintenance Services in the State of New Jersey;
- (3) On-call Property Maintenance Services/Base Operations Services associated with military and former military installations
- (4) Bidder's experience providing On-call Property Maintenance Services for State of New Jersey Agencies and Authorities
- (5) Bidder's certifications and licenses to provide On-call Property Maintenance Services in the State of New Jersey
- (6) Bidder's understanding of the Scope of Services and project requirements;
- (7) Bidder's general overview and approach in meeting the requirements of this RFP;
- (8) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP as ATTACHMENT #1;
- (9) Bidder's experience in successfully completing projects of a similar scope and size to that required by this RFP;

- (10) Qualifications and experience of Key Team Members/subcontractors assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP;
- (11) Overall quality of response to RFP; and
- (12) Quality of oral interview, if any.

15.4 The evaluation will be based upon the information provided to the Authority in response to this RFP and any necessary verification of such information provided thereof.

15.5 The evaluation committee may be composed of employees of the Authority as well as employees of other governmental agencies. Selection of a winning bidder will be based upon a determination of which Technical Proposal is viewed as the most favorable to the Authority, in its sole discretion, considering the criteria listed above.

15.6 Proposals will receive a ranking based on an evaluation of each, except that, at its sole option, the Authority may conduct interviews, and such interviews, when employed, shall determine the final ranking, based on the evaluation criteria.

15.7 The Authority reserves the right to negotiate and/or request best and final offers from selected bidders, as the Authority may deem appropriate in its sole discretion.

15.8 The Authority reserves the right to proceed or not to proceed with any portion of the Scope of Services in the order as strictly as needed, based solely on the determination of the Authority, or to terminate the selection process at any time.

15.9 Notwithstanding anything to the contrary, the Authority has no obligation to make an award and it expressly reserves the right, at its sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this RFP and to reject any submission which, in the Authority's sole judgment, is not in compliance with the terms of the RFP or any part thereof, or which is deemed in the best interest of the Authority.

15.10 Award of Contract

Award of Contract to the selected Contract Manager will be subject to approval by the governing body of the Authority.

**ATTACHMENT #1
SCOPE OF SERVICES**

Scope of Services
Commercial Property and Facility Management Services

For all property and buildings that require property and/or facility maintenance, the successful Firm's responsibilities will include, but not be limited to, the following (as applicable):

- Maintain continuous communication with assigned FMERA staff on building related issues including conducting meetings and providing written reports on a monthly basis, or such other schedule as may be determined.
- Assessing and reporting, in writing, the conditions of the properties, the buildings and their systems. (Monthly, quarterly and yearly basis).
- Solicit written bid proposals from at least three (3) qualified subcontractors on each task identified by FMERA in accordance with the Required Procedures for Subcontract Solicitation and Selection (ATTACHMENT #6).
- Hiring, or causing to be hired, paid and supervised, all persons or subcontractors necessary to properly maintain and operate the buildings who, in each instance, will be the successful Firm's (Not FMERA) employees and subcontractors, and paying those employees union or prevailing wage, as applicable in accordance with N.J.S.A. 52:27I-31.
- Maintaining the buildings and land in such condition as required by this RFP and as otherwise may be deemed advisable by FMERA including, but not limited to, roadway inspections, preventative maintenance on the buildings and equipment, painting, interior and exterior cleaning, and performing and providing written report on routine inspections of specified buildings at least twice a year, repairs and incidental alternations of the building to be made, including but not limited to, electrical, plumbing, HVAC, steam fitting, carpentry, masonry, elevator, roof and any other routine repairs and incidental alternations as may be required in the course of ordinary maintenance and care of the buildings.
- Daily response to issues/problems identified by Tenants and FMERA, as needed.
- Providing emergency services as needed on a twenty-four (24) hour, seven (7) days per week basis. From the time of the call by any Tenant or FMERA, the successful Firm has a maximum of one hour to respond to all calls. The successful Firm will provide FMERA with an emergency call tree for the purposes of response escalation (on-call 24 hours per day, seven days per week). The Proposer must consider the costs to provide this service in its Fee Proposals, since no additional compensation will be given, unless the emergency services are required to be performed onsite.
- Reviewing each sublease to become familiar FMERA's specific responsibilities to each subtenant. The successful Firm will not be compensated for services performed on behalf of any tenant or subtenant unless the services are specifically required to be performed by the sublease. If the successful Firm provides services directly to any subtenant for work unrelated to the services required under this RFP, those services cannot be performed

a conflict occurs, FMERA staff will provide a determination of the sublease requirements.

- Reviewing all invoices/bills received for services, work, equipment, tools, and supplies ordered in connection with maintaining and operating the buildings. All invoices must be reviewed and initialed by the FMERA Facility Manager for accuracy and reasonableness. Ensuring that the invoices/bills are original, legible and include a complete, detailed description of the services, work, equipment, tools or supplies. Firm must provide invoices in a timely manner to avoid late charges. FMERA will not be responsible for to pay late notices if hired Firm does not provide invoices. All required backup must be provided by Firm in order for payment of invoices.
- Establishing and maintaining orderly records and files containing correspondence, scope(s) of work, proposals, invoices, contracts, subcontracts, payroll records, and all other documents and records pertaining to the properties and buildings and the operation and maintenance thereof, which FMERA may review at any time. At the end of the contract term, the successful Firm will deliver all required documents to FMERA or to the offices of any successor On-call Property Maintenance firm for no additional cost.

Property and Facility Maintenance Services referenced may include, but are not limited to:

- Building Generators
- Electrical
 - Electrical Switchgear and Electrical Systems
 - Lighting Systems
 - Automatic Doors
- Elevator Inspection and Maintenance
- Equipment Maintenance
- Fire Alarm and Fire Suppression Systems
 - Fire extinguisher maintenance
 - Fire prevention system maintenance and inspection
- HVAC Service, Maintenance & Inspections¹
- Janitorial Services²
- Landscaping, Tree Maintenance, and Maintaining Walkways
 - Spring & Fall cleanup,
 - Mowing 4/15-10/20 (28 weeks)
- Locksmith
- Maintain Grounds, Roadways, Sidewalks and Parking Lots

¹ Currently under contract – successful bidder will provide oversight for the remaining term of the existing contract and either recomplete or provide service in-house upon expiration of existing contract.

² Currently under contract – successful bidder will provide oversight for the remaining term of the existing contract and either recomplete or provide service in-house upon expiration of existing contract.

- Pest Management³
- Painting
- Paving, Striping
- Plumbing
- Excavation
- Snow Removal and De-Icing
- Trash Removal – (off-site removal)
- Underground utility repair
- Utility Mark-outs
- Window Cleaning
- Fence installation and repair

During the term of the contract and any extensions thereto, and in accordance with the Required Procedures for Subcontract Solicitation and Selection as detailed in ATTACHMENT #6, the Contract Manager will be required to procure and manage certain services by subcontractors and also to make purchases needed to complete those services. From time to time during the term of the contract and any extensions thereto, the Authority will notify the Contract Manager of the need to secure services from a qualified subcontractor. The Authority may ask the Contract Manager to provide a proposed work plan, subcontractor qualification requirements, if applicable, and estimated cost of services before directing the Contract Manager to proceed with hiring a subcontractor for a particular task. When hiring subcontractors, the Contract Manager will give consideration to Small Business Enterprises (SBEs), Women-Owned Business Enterprises (WBEs) and Minority-Owned Business Enterprises (MBEs) when possible and as permitted by law.

The Contract Manager will source and secure such services through a competitive bidding process to be conducted by the Contract Manager. For subcontracts estimated to cost \$25,000 or more, the selection of a subcontractor and award of a subcontract shall be based upon a formal process with a written request for sealed proposals from qualified firms (see ATTACHMENT #6) An informal solicitation process (also described in ATTACHMENT #6) will be sufficient for services expected to cost less than \$25,000 in order to allow for a quick turn-around time. The Contract Manager will be responsible for the subcontractor: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws including: (a) the Affirmative Action requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27 et seq.), (b) the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.50 et seq.); and (c) paying not less than prevailing wages as required by N.J.S.A. 52:27I-31. Proposers should note that the Contract Manager will retain the sole and absolute responsibility for the management and supervision all subcontractors to a high quality of service. The Contract Manager will take all steps necessary to ensure that all work is being performed to the highest professional standards

³ Currently under contract – successful bidder will provide oversight for the remaining term of the existing contract and either recomplete or provide service in-house upon expiration of existing contract.

including the performance of audits of subcontractors performing services during and after normal business hours and on the weekends. Additionally, the Contract Manager assumes sole and absolute responsibility for all payments due to its subcontractors. Charges to the Authority for reimbursement will be invoiced without sales tax.

MONTHLY INVOICE PACKAGE

1. A monthly invoice package, including all supporting documentation and compliance documents, must be submitted electronically by the successful Firm to the Authority by 12:00 noon the 12th calendar day of each month. A paper copy with original backup including invoices, receipts and signatures must be retained at the offices of the successful Firm and submitted to the Authority only upon request.
2. The monthly report for each property must include a summary of cash disbursements, with a subtotal showing net cash flow for the month. The On-call Property Maintenance fee will be included in this package; however, the fee will **not** be disbursed from the account until the monthly report is approved by Authority staff. The disbursement of the monthly On-call Property Maintenance fees will be approved upon receipt of all required documentation, including receipt of prevailing wage and other compliance requirements.
3. The successful Firm must submit invoices for all services rendered within ninety (90) days of the date the service was provided/performed. Invoices for services rendered more than ninety (90) days will not be paid by the Authority unless the successful Firm received a prior, written waiver from the Authority. The successful Firm is encouraged to inform its subcontractors/vendors of this policy.
4. The successful Firm must pay all bills and invoices in a timely manner. The Authority will not reimburse the successful Firm for any late fees charged or incurred in connection with any of the services performed under the contract(s). Late fees cannot be funded through the Depository Accounts by the successful Firm.
5. The successful Firm must research all early payment discount programs and electronic payment options with subcontractors and vendors. If an early discount is available, the successful Firm must take advantage of this program and ensure that payments are made in a timely manner to ensure the requisite discount is received on behalf of the Authority.
6. The successful Firm must submit a Monthly Status Report along with its invoice package, on a monthly basis to the Authority. On-call Property Maintenance Fee Invoices will be considered non-compliant and will not be processed until receipt of the Monthly Status Report. All required compliance must be attached to the Monthly Status Report.
7. Invoices submitted to the Authority will be subject to review by the State of New Jersey Office of the Inspector General. Improper billing practices will be subject to penalties as more fully set forth in the contract(s).

8. The Authority considers the successful Firm to be the sole point of contact with regard to contractual matters with subcontractors and the successful Firm will be required to assume sole responsibility for the complete effort stipulated in the RFP. Payments will only be made to the successful Firm. The successful Firm is responsible for assuring subcontractor compliance with all terms and conditions of this RFP and assumes sole responsibility for all contractual obligations and all payments due the subcontractor(s) under subcontracts and purchase orders. Subcontractor compliance must include monitoring all work that takes place during and after normal business hours.

9. All reimbursement for purchases made by the successful Firm's staff on behalf of the Authority must be included on an invoice for processing. No direct reimbursement will be made to the successful Firm's staff for purchases paid in cash or by a personal credit card. The successful Firm must provide the FMERA Facility Manager with a corporate credit card or other means to make purchases that cannot be invoiced. The Authority will only fund reimbursement for purchases through the On-call Property Maintenance fee invoice process.

10. Purchase of tools and equipment over \$100 must be previously approved by the Authority's Contract Manager and be included on an equipment/tool inventory report.

11. No sales tax will be charged or funded due to the tax exempt status of the Authority.

DEPOSITORY ACCOUNTS

1. The successful Firm will establish and the Authority will fund a Depository Account. *Funds in the Depository Accounts shall be for the benefit of the Depositors and only drawn upon by designated representatives of the successful Firm and designated Authority staff.* The respective bank must offer electronic access so that both the successful Firm and Authority staff can monitor the account via the internet, 24 x 7. Funds in the Depository Accounts will be used solely to pay fees and expenses for the respective properties. A monthly estimate of funds required will be submitted by the successful Firm to the Authority. The Authority and the successful Firm will jointly develop a process for funding the Depository accounts to ensure timely payment of invoices.

2. All of the successful Firm's staff who will have access and authority over the Authority's Depository accounts must be bonded through the successful Firm prior to accessing the Depository Account. The successful Firm may provide the bonding for each individual, or through a blanket bond, issued by an insurance company licensed to do business in New Jersey.

3. The successful Firm acknowledges that upon termination of the contract(s), the successful Firm will no longer be authorized to disburse any funds remaining in the Depository Account and all funds will be immediately returned to the Authority.

4. *The successful Firm must provide the Authority on a monthly basis, a statement indicating the amount of the Depository Account funds expended by property and/or by building as applicable.* The Depository Account will be used for the sole purpose of administration of expenses and paying vendors, and subcontractors performing services related to the respective

properties, as evidenced by executed subcontracts or purchase orders with the vendors, and subcontractors and invoices charged directly against the subcontracts or purchase orders. **Upon receipt of invoices, and approval by Authority staff, for Project related expenses and costs, the successful Firm may draw against funds available in the respective Depository Account on an as-needed basis to fund itself for payments to subcontractors and vendors and to pay project related expenses. The Depository Accounts will only be used for Project related fees, costs and expenses.** The Bank Account will be used for the sole purpose of administration expenses and paying subcontractors performing services related to the Project, as evidenced by executed contracts with the subcontractors and invoices charged directly against the contracts.

5. The successful Firm must provide a monthly reporting package to Authority staff including an accounting of the funds along with any related correspondence and draw-downs that occurred that month and a bank reconciliation for both accounts.

6. The Authority may use the Depository Account to directly pay utility invoices for the respective properties and will authorize these payments, and fund the Depository Account for the respective monthly amounts. **The successful Firm will not be responsible to process and pay utility invoices.** The successful Firm is responsible to track all utility payments and usage amounts for CAM allocations/reconciliation and for reporting purposes.

**ATTACHMENT #2
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 Authority.

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 Authority. The Authority is the intended beneficiary of the Contract.

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

“Contract” means a mutually binding legal relationship obligating the Contract Manager to furnish services and the Authority to pay for them. The Contract consists of these Standard Terms and Conditions, the RFP, the proposal submitted by the Contract Manager, 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 Contract Manager.

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

“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 Contract Manager 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 Contract Manager's terms and conditions conflict with the Authority's, the Authority's Standard Terms and Conditions will prevail, unless the Contract Manager is notified in writing of the Authority's acceptance of the Contract Manager's terms and conditions.

III. Contract Manager's Status and Responsibilities:

- A. Contract Manager's Status:** The Contract Manager's status shall be that of an independent Contract Manager and not that of an employee of the State or the Authority.
- B. Contract Manager's Certification as to its Representations:** The Contract Manager 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 Contract Manager 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 Contract Manager'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 Contract Manager's enforcement of its rights under the Contract including any and all claims at law or equity.
- C. Contract Manager's Performance:** The Contract Manager agrees to perform in a good, skillful and timely manner all services set forth in the Contract. The Contract Manager has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Contract Manager's ability to be awarded or to perform its obligations under the Contract.
- D. Responsibilities of Contract Manager:**
1. The Contract Manager is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Contract Manager under the Contract.
 2. The Contract Manager 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 of any rights under the Contract or of any cause of action arising out of the Contract Manager's performance of the Contract.
 3. The acceptance of, approval of or payment for any of the services performed by the Contract Manager 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 subcontractors identified in the Contract Manager's response to the RFP, the Contract Manager shall not hire, employ or otherwise engage subcontractors to furnish the performance contemplated by the Contract, unless the prior written approval of the Authority is obtained by the Contract Manager.
 5. The Contract Manager's obligations under this clause are in addition to the Contract Manager's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the Authority may have against the Contract Manager.
- 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 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 Contract Manager shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, 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 Contract Manager, 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 Contract Manager shall hold and save the Authority, 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 uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

3. The Contract Manager further agrees that:
 - a) Any approval by the Authority of the work performed by the Contract Manager shall not operate to limit the obligations of the Contract Manager assumed in the Contract;
 - b) The Authority assumes no obligation to indemnify or save harmless the Contract Manager, 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 Contract Manager's obligations assumed in the Contract, nor shall they be construed to relieve the Contract Manager 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 has the right to request, and the Contract Manager agrees to furnish free of charge, all information and copies of all records and documents which the Authority requests. The Contract Manager shall allow the Authority to visit the office(s) of the Contract Manager periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contract Manager pursuant to the Contract. Any failure by the Contract Manager to maintain or produce such records or to otherwise cooperate with the Authority may be, at the Authority's discretion, cause for termination of the contract award and/or suspension or debarment of the Contract Manager from the Authority. The Contract Manager shall maintain all documentation related to subcontracts related to the contract for a period of five years from the date of final payment by FMERA to the Contract Manager. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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 Contract Manager 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. The Contract Manager 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 Contract Manager, 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 being liable for damages, costs and/or attorney fees. The Contract Manager 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 any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an authorized officer of the Authority. Further, nothing in the Contract shall be construed to be a waiver by the Authority of any remedy available to the Authority under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an authorized officer of the Authority.
- K. Publicity:** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by the Authority.

IV. Contractual Relationship:

- A. Assignment:** The Contract Manager shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of the Authority. Any assignment or transfer of the Contract Manager's rights under the Contract without the prior written consent of the Authority shall not relieve the Contract Manager 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 Contract Manager 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 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 to the Contract Manager. 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 Contract Manager 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, Political Disclosure Form, 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 Contract Manager 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 Contract Manager has the continuing obligation to notify the Authority 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.

2. **Dissolution:** If, during the term of the Contract, the Contract Manager's partnership, joint venture or corporation shall dissolve, the Authority must be so notified. Upon receipt of such notice, the Authority 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, 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 Contract Manager 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 Contract Manager shall promptly provide notice to the Authority of all information related to its merger, acquisition and/or dissolution.

V. Mandatory Compliance with Law: The Contract Manager'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 Contract Manager 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 Contract Manager agrees to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27), as follows:

1. The Contract Manager 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:
 - i. Appropriate evidence that the contractor (i.e. Contract Manager) is operating under an existing Federally approved or sanctioned affirmative action program;.
 - ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or.
 - iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.
2. During the performance of this contract, the contractor (i.e. Contract Manager) agrees as follows:
 - i. Contractor (i.e. the Contract Manager) 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 all 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;

ii. Contractor (i.e. the Contract Manager) 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;

iii. Contractor (i.e. the Contract Manager) 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; and

iv. Contractor (i.e. the Contract Manger) 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.

3. The Contract Manager 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 Contract Manager's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contract Manager and each subcontractor agree 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.
5. The Contract Manager and each subcontractor agree 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.

6. The Contract Manager and each subcontractor agree 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.
7. The Contract Manager and each subcontractor agree 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.
8. The Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager shall be reported in writing forthwith by the vendor to the State Attorney General.
3. No Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager must provide the Contract Manager proof of New Jersey business registration. The Contract Manager 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 Contract Manager are no longer desired by the Authority, the Authority may terminate the contract award upon no less than thirty (30) days notice to the Contract Manager. In the event of such a termination of the contract award, the Contract Manager shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.
- B. For Cause:**
 1. Where a Contract Manager fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days notice to the Contract Manager.
 2. The Authority's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Contract Manager's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Contract Manager to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred Contract Manager or a Contract Manager 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 Contract Manager 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, shall bear to the total services contemplated under the Contract, less payments previously made.
- D.** Upon termination of the contract award, the Authority may acquire the services which are the subject of the Contract from another source and may charge the

Contract Manager whose contract award has been terminated the difference in price, and the said Contract Manager shall be liable for same.

VII. Contract Manager Compensation: The Contract Manager shall submit invoices no more frequently than every 30 days. Supporting information containing specific details and proof of completion of the tasks and specific units completed shall be provided. Payment will not be made until the Authority has approved payment. All compliance documentation must be provided and invoices will not be paid until all documentation has been received by the Authority.

VIII. Insurance: The Contract Manager shall secure and maintain in force for the term of the Contract liability insurance as provided herein. The Contract Manager shall provide the Authority with current certificates of insurance for all coverages and renewals thereof, naming the Authority 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 Authority
Bruce Steadman, Executive Director

The insurance to be provided by the Contract Manager 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, 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 upon the Contract Manager, 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:

Overnight Delivery Address:
Fort Monmouth Economic Revitalization Authority
100 Barton Avenue
Oceanport, New Jersey 07757
US Postal Service:
P.O. Box 267
Oceanport, NJ 07757

X. Claims: All claims against the Authority by the Contract Manager concerning interpretation of the Contract, Contract Manager 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 #3

REQUIRED FORMS

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

**OWNERSHIP DISCLOSURE FORM/
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

AND

AFFIRMATIVE ACTION SUPPLEMENT



State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____
 Description of Services _____

Agency Contact Information

Agency _____ Contact Person _____
 Phone Number _____ Agency Email _____

Part 1: Vendor Information

Full Legal Business Name _____
 (Including trade name if applicable)

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address 1 _____ Address 2 _____
 City _____ State _____ Zip _____ Phone _____
 Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
 Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling 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) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

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 _____

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.

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, 2008, 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 questions, 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-8(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 039, 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#state>.*

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
OWNERSHIP DISCLOSURE FORM**

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2 PLEASE NOTE: IF THE BIDDER/OFFEROR IS A NON-PROFIT, THIS FORM IS NOT REQUIRED. PLEASE COMPLETE THE SEPARATE DISCLOSURE OF INVESTIGATIONS FORM.

	YES	NO
1. Are there any individuals, corporations or partnerships owning a 10% or greater interest in the bidder/offeror?	<input type="checkbox"/>	<input type="checkbox"/>

IF THE ANSWER TO QUESTION 1 IS NO, PLEASE SIGN AND DATE THE FORM. YOU DO NOT HAVE TO COMPLETE ANY MORE QUESTIONS ON THIS FORM. IF THE ANSWER TO QUESTION 1 IS YES, PLEASE ANSWER QUESTIONS 2-4 BELOW.

2. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties individuals ?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the bidder/offeror, are any of those parties corporations or partnerships ?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation or partnership referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>

IF ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

For Questions 2-4 answered "YES", you **must** disclose identifying information related to the individuals, partnerships and/or corporations owning a 10% or greater interest in the bidder/offeror. Further, if one or more of these entities is itself a corporation or partnership, you must also disclose all parties that own a 10% or greater interest in that corporation or partnership. This information is required by statute.

TO COMPLETE PART 2, PLEASE PROVIDE THE REQUESTED INFORMATION PERTAINING TO EITHER INDIVIDUALS OR PARTNERSHIPS/CORPORATIONS HAVING A 10% OR GREATER INTEREST IN THE BIDDER/OFFEROR. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ENTRY" BUTTON IN THE APPROPRIATE ENTITY TYPE.

Individuals	
Name: _____	Date of Birth: _____
Office Held: _____	Ownership Interest _____ %
Home Address: _____	
City _____	State _____ Zip Code _____
Are there additional entities holding 10% or greater ownership interest in the bidder/offeror and its parent corporation/partnership?	
<input type="checkbox"/> Yes or <input type="checkbox"/> No	
<input type="button" value="Delete Entry"/>	
<input type="button" value="Add An Additional Individuals Entry"/>	

Partnerships/Corporations

Entity Name: _____	
Partner Name: _____	Ownership Interest _____ %
Business Address: _____	
City _____	State _____ Zip Code _____

Delete Entry

Are there **additional** entities holding **10% or greater** ownership interest in the bidder/offeror and its parent corporation/partnership?

Yes or No

Add An Additional Partnerships/Corporations Entry

ONCE YOU HAVE IDENTIFIED ALL PARTIES HAVING A 10% OR GREATER OWNERSHIP INTEREST IN THE BIDDER/OFFEROR AND ITS PARENT CORPORATION/PARTNERSHIPS, PLEASE SIGN AND DATE BELOW AND PROCEED TO THE DISCLOSURE OF INVESTIGATIONS FORM.

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 of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FEIN/SSN: _____

ALL BIDDER/OFFERORS SHOULD COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: _____ Bidder/Offeror: _____

PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.

PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.

NON-PROFIT ENTITIES: PLEASE LIST **ALL** OFFICERS/DIRECTORS IN **PART 2** OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Has any person or entity listed on 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 (or political subdivision thereof), any other state or the U.S. Government? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offers must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, complete the certification beneath the "Additional Information" section below. Failure to complete this form may render your proposal non-responsive.

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

Caption of Action (if applicable) _____ Disposition of Action (if applicable) _____

Delete Entry

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Add Additional Information

Officers/Directors

Name: _____

Title _____ DOB _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

Delete Entry

Add An Additional Officer/Director Entry

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 of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
Title: _____ Date: _____

Affirmative Action Supplement

<p>AFFIRMATIVE ACTION</p> <p>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</p>	<p>Term Contract - Advertised Bid Proposal</p> <p>Bid Number: _____</p> <p>Bidder: _____</p>
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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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the 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 YOU 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	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	All Employees			***** MALE *****						***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 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

FEE SCHEDULE

Fort Monmouth Economic Revitalization Authority

ON-CALL PROPERTY MAINTENANCE SERVICES FEE SCHEDULE

In-house Provided Services

TASK	Hourly Rate ⁴	Level of Employee	Estimated Reimbursable Expense
Other			

Recurring Services

Base Level Administrative Fees	Fee Basis	Multiplier	Total
Fixed recurring/retainer fees			
Administrative fees			

Subcontracted Services

Fee	Fee Basis	Multiplier (percentage mark-up on (Sub-contract))	Total
Administrative Fee			

Bidder's Name: _____

Bidder's Address: _____

Bidder's FEIN: _____

By signing below I certify that I am authorized to bind the bidder to the proposed fees stated above

By: _____

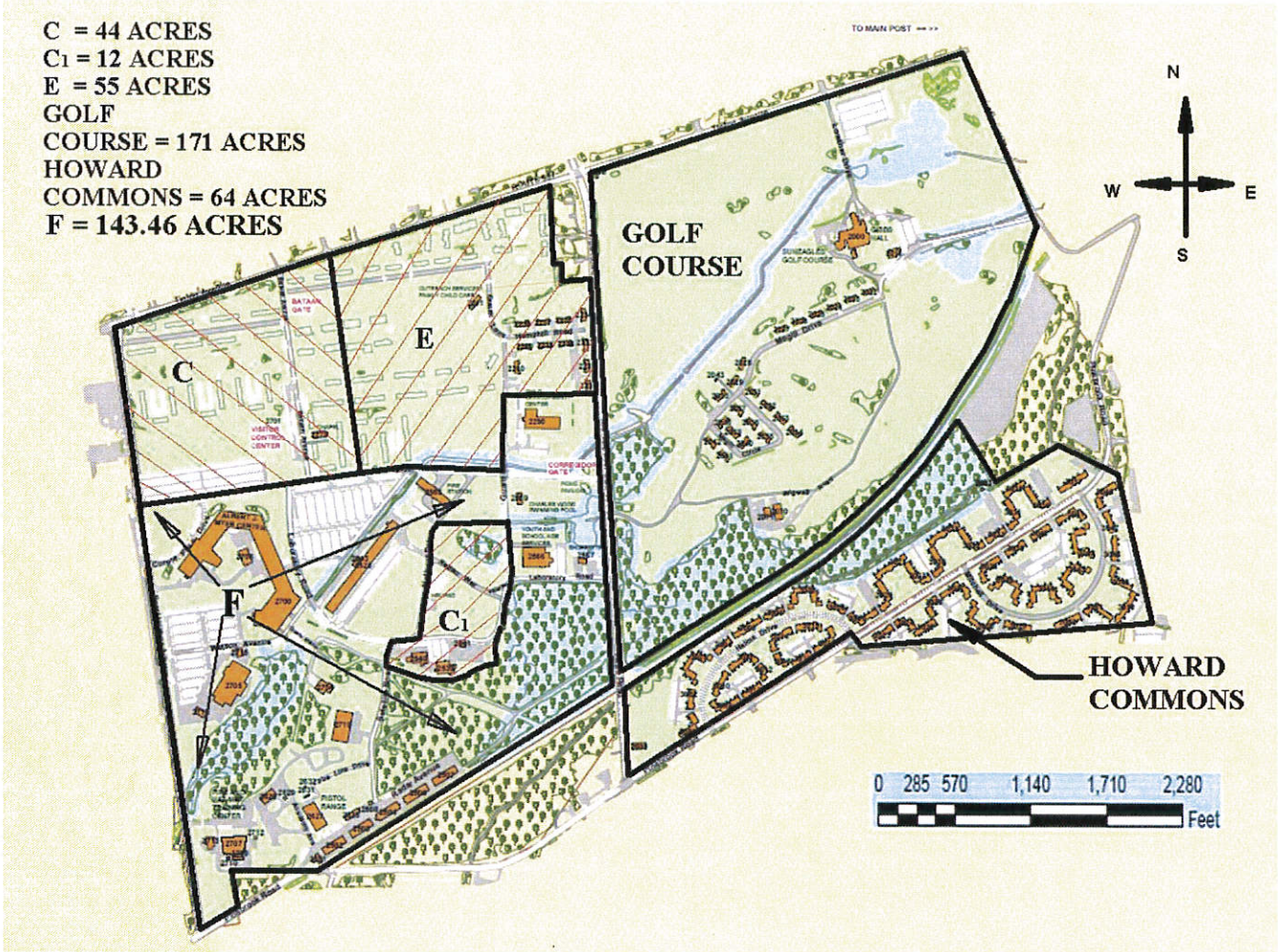
(Printed Name)

Date: _____

⁴ Includes all direct labor costs and all overhead associated with each type of personnel

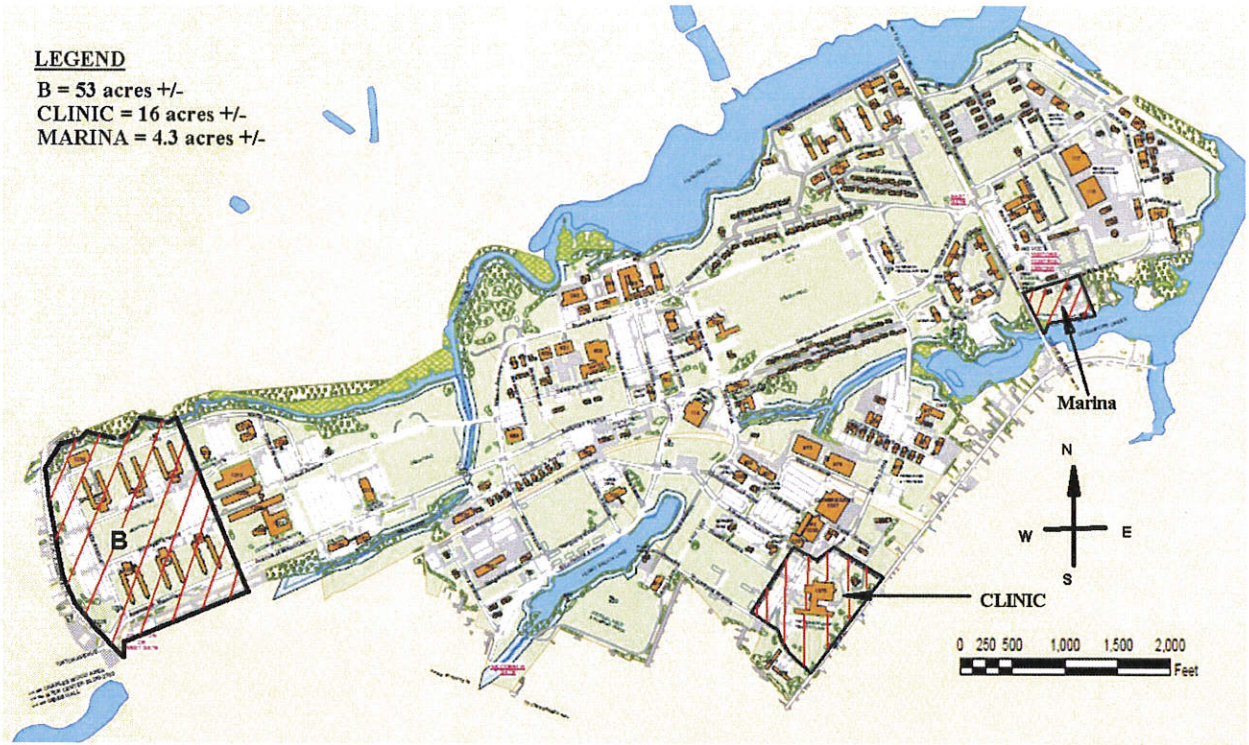
ATTACHMENT # 5
FORT MONMOUTH MAPS

C = 44 ACRES
C₁ = 12 ACRES
E = 55 ACRES
GOLF COURSE = 171 ACRES
HOWARD COMMONS = 64 ACRES
F = 143.46 ACRES



LEGEND

B = 53 acres +/-
CLINIC = 16 acres +/-
MARINA = 4.3 acres +/-



ATTACHMENT #6

REQUIRED PROCEDURES FOR SUBCONTRACTING

REQUIRED PROCEDURES FOR SUBCONTRACTING

During the term of the contract and any extensions thereto, the Contract Manager will be required to procure services and related supplies through subcontractors as outlined in these Required Procedures for Subcontracting. The Contract Manager will solicit proposals and secure such services through the competitive bidding process described below:

- (A) The Contract Manager will give consideration to Small Business Enterprises (SBEs), Women-Owned Business Enterprises (WBEs) and Minority-Owned Business Enterprises (MBEs) when possible.
- (B) The Contract Manager will be solely responsible for all payments due to subcontractors.
- (C) For all tools and equipment estimated to be in excess of \$100, the Contract Manager must obtain the previous written approval of FMERA's Facility Manager.
- (D) For all subcontracts estimated to be in excess of \$1,000, at least three (3) proposals/competitive quotes must be obtained by the Contract Manager. Prior to hiring any subcontractor in excess of \$1,000, scopes of services must be prepared by the Contract Manager within seven (7) days of FMERA's request for services. Proposals from subcontractors should be received within seven (7) days of the subcontractors' receipt.
- (E) For all subcontracts estimated to be in excess of \$25,000, the Contract Manager must prepare a written request for proposal and obtain at least three (3) **sealed** proposals/competitive quotes from qualified firms. The request for proposal will state a date, time and location for receipt and opening of proposals and the Contract Manager will provide a copy of the request for proposals to FMERA for review prior to release to third parties. FMERA reserves its right to revise the request for proposals and to attend proposal openings. Scopes of services/request for proposals must be prepared by the Contract Manager within fourteen (14) days of FMERA's request for services. Proposals from subcontractors should be received within fourteen (14) days of the subcontractor receipt of the request for proposals.
- (F) Prior to authorizing any subcontract in excess of \$25,000, the Contract Manager must provide copies of all documentation substantiating the engagement, along with its recommendation to FMERA for its written approval. Subcontracts cannot be split in order to avoid the above threshold. The Contract Manager will supply the following detailed information for each subcontractor: name and address of the subcontractor; detailed description of the services to be performed by the subcontractor; detailed résumés for subcontractor personnel assigned to the project that demonstrates the individual(s) knowledge, ability and experience as it relates to the scope of services to be completed; documented experience of the

subcontractor in successfully performing work on projects of a similar size and scope; specific details on how the subcontractor's services will be managed by the Contract Manager; schedule for completion of services; and the subcontractor's SBE, MBE and/or WBE designation, if applicable.

- (G) Upon award of any subcontract and prior to the start of any work by a subcontractor, the Contract Manager and a representative of the subcontractor will be available for an initial job meeting with FMERA. Upon award of each subcontract, the Contract Manager will provide FMERA with a copy of the subcontract, the subcontractor's business registration, contractor registration; SBE, MBE or WBE certification, if applicable; and any other compliance required by the contract.
- (H) All requests for proposals/scopes of services must be sent to subcontractors at the same time and must be due on the same date to ensure fairness and integrity of the procurement process.
- (I) A minimum of three (3) actual prices must be obtained; a "no quote" is not considered to meet the definition of a competitive quote unless specifically authorized by FMERA.
- (J) Any non-emergency work performed by any subcontractor prior to receipt of approval of FMERA will be performed at its own risk. Any non-emergency work performed by the Contract Manager or its subcontractors outside the specifications without authorization of FMERA is solely the responsibility of the Contract Manager for any costs incurred.
- (K) When issuing a request for proposal/competitive quotes, the Contract Manager will ensure that it clearly indicates to the subcontractor, in writing, with a copy to FMERA that all licenses, registrations, warranties and any other such extended benefit shall be issued in the name of FMERA.