

REQUEST FOR PROPOSALS

FOR

Professional Planning Consultant Services

Issued by the
FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: April 8, 2011

Responses due by 12:00 P.M. EST on May 2, 2011

MANDATORY PRE-PROPOSAL CONFERENCE

To be held on April 19, 2011 at 1:30 P.M.

FMERA Offices

2-12 Corbett Way

Eatontown, NJ 07724

REQUEST FOR PROPOSALS FOR PROFESSIONAL PLANNING SERVICES

1.0 PURPOSE AND INTENT

The Fort Monmouth Economic Revitalization Authority (the “Authority”), by means of this Request for Proposals for Professional Planning Consulting Services (the “RFP”) is soliciting proposals from qualified firms interested in performing the services described herein as the Consultant to provide Professional Planning Consulting Services (the “Consultant”) for preparing and finalizing development and design guidelines and land use regulations, including zoning maps, in accordance with the Fort Monmouth Reuse and Redevelopment Plan (“Reuse Plan”) and utilizing, but not duplicating, the Design Guidelines prepared by the Authority’s Planning, Engineering, Architectural and Environmental Consultant for the Fort Monmouth property, consisting of the Charles Wood Area and the Main Post. The Authority will select one firm to provide these consulting services.

The Consultant will be engaged for a term of up to a maximum of twelve (12) months, commencing with the date of appointment which is expected to be on or about June 2,, 2011. The Authority reserves the right to extend the term of the engagement with two twelve (12) month extensions at the Authority’s sole discretion. **Pricing will remain unchanged for any extension.**

1.1 ADDITIONAL SERVICES

The firm awarded the contract to provide the services subject to this RFP may also be retained to provide additional professional planning services: review proposed amendments to the Reuse Plan, development and design guidelines, and land use regulations; review proposed projects for compliance with such guidelines and regulations; and assist the Authority in determining its obligations under applicable affordable housing law. 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 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.

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.

Upon acceptance by the United States Department of Defense and the United States Department of Housing and Urban Development as required under applicable federal Base Closure and Realignment law and regulations, the Fort Monmouth Reuse and Redevelopment Plan will constitute the plan for the redevelopment and revitalization of Fort Monmouth to be implemented by the Authority. The Authority was also charged with the adoption of development and design guidelines and land use regulations in furtherance thereof.

Additionally, the Authority has certain obligations regarding affordable housing under P.L. 2008, Chapter 46, Section 18 (codified at N.J.S.A. 52:27D-329.9) and rules issued by the New Jersey Council on Affordable Housing. This includes a requirement to “identify and coordinate regional affordable housing opportunities in cooperation with municipalities in areas with convenient access to infrastructure, employment opportunities, and public transportation.” N.J.S.A. 52:27D-329.9(c)(2).

Please note that the State of New Jersey, Department of Law & Public Safety, Division of Law (“Attorney General”), as the Authority’s legal representative and counsel, intends to seek in a separate process a Municipal Law Special Counsel. The Consultant retained under this RFP is expected to interact with such Special Counsel under the direction of the Authority and the Attorney General.

3.0 SCOPE OF SERVICES

The Scope of Services to be provided by the Planner after the completion of the RFP process is attached hereto as ATTACHMENT #1.

4.0 MANDATORY PRE-PROPOSAL CONFERENCE

A **Mandatory Pre-Proposal Conference** will be held at **1:30 P.M. on April 19, 2011**, at the **FMERA Offices, 2-12 Corbett Way, Eatontown, NJ 07724**. **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 Margaret Meberg, Program Assistant at mmberg@njeda.com or at (732) 935-5966. 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

Six (6) copies of the Proposal (one (1) unbound, original; four (4) bound copies; one (1) copy in PDF format on a CD) must be submitted marked “**Professional Planning Services**” and addressed to:

Bruce Steadman
Executive Director
Fort Monmouth Economic Revitalization Authority
2-12 Corbett Way
Eatontown, New Jersey 07724

Proposals must be received by May 3, 2011 at 12:00 p.m., Eastern Daylight Time.

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

The following parties are deemed ineligible bidders:

- A planner who, within the past two years, was engaged as a contractor or employee of any of the three Fort Monmouth Host Communities of Eatontown, Oceanport, or Tinton Falls or a subcontractor of any such contractor; and
- A court appointed special master assigned to a Mount Laurel exclusionary zoning lawsuit involving any of the three Fort Monmouth Host Communities of Eatontown, Oceanport, or Tinton Falls

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 May 11., 2011. If held, each firm being requested to attend oral interviews will be notified by the Authority on or about May 9, 2011.

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.

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 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 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 Daylight Time on April 20, 2011. 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 each firm responding to this RFP that to the extent that there are opportunities for such firm to subcontract services under this procurement, the firm will 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).

The firm must identify any and all subconsultants in its Proposal . Regardless if whether a firm uses a qualified small business subconsultant or a subconsultant that is not a qualified small business, the firm must use the subconsultant 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 subconsultant who can also provide the services required, with such approval of the Authority to be in the Authority's sole decision.

8.0 AVAILABILITY OF AND RECEIPT OF FUNDS FROM THE U.S. DEPARTMENT OF DEFENSE

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

9.0 THE PROPOSAL

The Proposal to be submitted by your firm consists of the Technical Proposal and the Cost Proposal. Additionally, the requested supporting documents listed in Section 10.0 below must be included with the Proposal.

10.0 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:

- A. Cover Letter
- B. References
- C. Description of Firm's Prior Experience
- D. Management Overview and Approach
- E. Organization Chart
- F. Key Team Member List
- G. Resumes of Key Team Members

All of the above items must be addressed in the submission in the same order as stated above. Each firm's Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section 12 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.

A more detailed description of the items required in the Proposal follows:

10.1.A Cover Letter

The bidder must include a cover letter which indicates the full name and address of the firm and the branch office location (if any) 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 subconsultants of the bidder.

10.1.B 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.

10.1.C 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:
 - i. New Jersey planning, design and land use law and regulations, including the Municipal Land Use Law;
 - ii. Preparation of master plan updates, land use ordinances, and zoning maps, including Overlay Zoning Districts;
 - iii. Evaluating, developing and coordinating design standards;
 - iv. COAH programs and rules; and
 - v. Review for zoning and other land use conformance, including positive and negative criteria for a variance and calculation of appropriate development fees.

10.1.D 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. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

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.

10.1.E 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.

10.1.F 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.

10.1.G Resumes of Key Team Members

A resume of each Key Team Member must be included. Proof of current N.J. Professional Planner license and AICP certification shall be included for personnel who will be directly supervising the work or performing the work independently.

10.2 INSTRUCTIONS FOR SUBMITTING A COST PROPOSAL

The bidder shall provide a complete fee schedules. The first includes the lump sum cost to complete tasks A - C listed in the Scope of Services (attached hereto as Attachment #1), the number of hours to complete each task and the firm fixed hourly rate for each Key Team Member performing such task. The bidder shall also provide a total lump sum fee based on the sum of tasks A – C and subtasks to be performed. This total lump sum fee shall be the bidder's firm fixed price to perform the services in tasks A – C requested pursuant to the RFP. In the second fee schedule is for tasks D – I set forth in the Scope of Services, which are indefinite in nature and shall be on a time and materials basis and on a separate fee schedule. The bidder should also include a statement of any assumptions or exclusions underlying the bidder's Cost Proposal. The fee schedule should also include all reimbursable expenses for each task or subtask to be completed as part of this engagement. Please use the Fee Schedule Forms attached hereto as Attachment #6 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.

The information provided will be taken into consideration as part of the selection process. Failure to submit all information required may result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through the selection process and the appointment of the Consultant by the Authority.

11.0 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 subconsultants. The form of the confidentiality agreement is not subject to negotiation and no proposed comments or revisions will be entertained by the Authority.

12.0 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 #5 and that the firm will comply with the required insurance requirements as set forth in the Standard Terms and Conditions, attached hereto as ATTACHMENT #5.

Additionally, by submitting its Proposal, the firm agrees that if selected, it is expressly prohibited from having an interest in any contract, subcontract or agreement with, or becoming an employee of, any of the host communities of: Eatontown; Oceanport; or Tinton Falls during the time the Consultant Agreement is in effect and for one year thereafter.

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

13.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

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 Contractor. The Contractor 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 Contractor, 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/gettingregistered.htm#busentity>

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:

The contractor and any subcontractor / subconsultant 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.

2. Chapter 51, Executive Order No. 117 and Executive Order No. 7. In order to safeguard the integrity of State government, including the Authority, procurement by imposing restrictions to insulate the negotiation and award of State and Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c. 51 (codified at N.J.S.A. 19:44A-20.13 – 25)(“Chapter 51”), on March 22, 2005, effective retroactive October 15, 2004, superseding the terms of Executive Order No. 134. In addition, on September 24, 2008, Governor Corzine issued Executive Order No. 117, effective on November 15, 2008 (“EO 117”) setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Governor Christie issued Executive Order No. 7 on January 20, 2010 (“EO 7”), and effective the same day, setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Pursuant to the requirements of Chapter 51, EO 117, and EO 7 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 B 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 B 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 or holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
- (e) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7;
- (f) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7; 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 Consultant under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. ' 527 of the Internal Revenue Code that also meets the definition of a continuing political committee@ within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The 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 Consultant is required, on a continuing basis, to report any contributions and solicitations Consultant makes during the term of the contract, and any extension(s) thereof, at the time any such contribution or solicitation is made.

(d) Consultant's failure to submit the required forms shall be cause for rejection of the Consultant's proposal in response to the RFP. The State Treasurer or his designee shall review the Disclosures submitted by the Consultant pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Consultant, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Consultant violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Consultant 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 Consultant from award of such contract.

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

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 as ATTACHMENT #3

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.

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 must be completed and submitted with the proposal. The contract is not completed

unless and until the form is properly completed and accepted. The forms can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto as ATTACHMENT #4.

14.0 SELECTION PROCESS

14.1 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.

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

14.3 The criteria used to evaluate each firm's 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) Fee proposal;
- (2) Bidder's experience with preparing development and design guidelines and land use ordinances, including zoning and zoning overlay maps
- (3) Bidder's knowledge of the New Jersey market, law and requirements relating to land use.
- (4) Bidder must hold all required Professional Planner certifications and licenses required by the State of New Jersey with AICP Certification;
- (5) Bidder's understanding of the scope of work and project requirements;
- (6) Bidder's general overview and approach in meeting the requirements of this RFP;
- (7) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP as ATTACHMENT #1;
- (8) Bidder's experience in successfully completing projects of a similar scope and size to that required by this RFP;
- (9) Qualifications and experience of Key Team Members/subconsultants assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP;
- (10) Overall quality of response to RFP; and
- (11) Quality of oral interview, if any.

14.4 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.

14.5 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 Proposal is viewed as the most favorable to the Authority, in its sole discretion, considering the criteria listed above, price and other factors considered.

14.6 Award of a contract to the selected Proposer will be subject to approval of the governing body of the Authority.

14.7 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.

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

ATTACHMENT #1 SCOPE OF SERVICES

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Professional Planning Consulting Services

Scope of Services

I. Assignment:

Pursuant to N.J.S.A. 52:27I-34, the Authority intends to propose and adopt development and design guidelines and land use regulations consistent with and in furtherance of the Fort Monmouth Reuse and Redevelopment Plan (“Reuse Plan”), which encompasses the 1127 Acres that comprise Fort Monmouth known as the Charles Wood Area and the Main Post. The mapping, development and design guidelines and land use regulations to be prepared or finalized under the terms of this RFP may rely and shall not duplicate any relevant results and deliverables, including any Design Guidelines, of the Authority’s Planning, Engineering, Architectural and Environmental Consultant.

In so doing, the Consultant will conduct a detailed review of prior efforts by Authority staff and the existing zoning and land use regulations in Eatontown, Oceanport, and Tinton Falls; create or finalize the appropriate development and design guidelines, zoning and land use regulations for Fort Monmouth Project Area; and, propose any necessary amendments to the existing master plans, development and design guidelines, and zoning and land use ordinances in Eatontown, Oceanport, and Tinton Falls needed to be consistent with the Reuse Plan.

The Authority, at its sole discretion, may request the Consultant to additionally review proposed amendments to the Reuse Plan, development and design guidelines, and land use regulations; review proposed projects for compliance with such guidelines and regulations; and assist the Authority in determining its obligations under applicable affordable housing law.

The Scope of Services for this RFP must be performed by, or under the direct supervision of, a New Jersey-licensed Professional Planner with AICP Certification.

II. Specific Tasks:

The creation, review, and implementation of development and design guidelines and land use regulations for the Fort Monmouth Project Area require the Consultant to possess expertise in planning, design, and planning and land use law. The team must be able to prepare or finalize development and design guidelines, zoning code, and land use regulations that effectively and clearly implement the Reuse Plan. The final guidelines, code, regulations, and processes by which projects are reviewed and approved must be transparent and easily understood by the public, property owners, and contract purchasers.

At a minimum, the Consultant will perform the following tasks:

- A. Review and analyze prior efforts, including a preliminary overlay prepared by Authority staff, and any existing development and design guidelines and zoning and land use ordinances in Eatontown, Oceanport, and Tinton Falls;
- B. Propose amendments to any master plans, zoning maps, development and design guidelines, and zoning and land use ordinances for each of the Fort Monmouth Project Areas that will become part of Eatontown, Oceanport and Tinton Falls to achieve consistency with the Reuse Plan;
- C. Review and finalize development and design guidelines and draft zoning and land use regulations for the Fort Monmouth Project Area consistent with the Reuse Plan and, to the extent possible, any existing development and design guidelines and zoning and land use ordinances in Eatontown, Oceanport and Tinton Falls. The zone ordinance and design guidelines shall be prepared in a format similar to what is done for form-based codes; using illustrations, elevations, graphics, and photos to help guide development and better explain the proposed zone ordinance and guidelines;
- D. Under the Authority's and the Attorney General's guidance, work with any designated Municipal Law Special Counsel to finalize proposed development and design guidelines and land use regulations for approval by the Authority;
- E. Meet with planning and zoning officials from each of the involved towns (Eatontown, Oceanport, Tinton Falls) to present proposed and final draft development and design guidelines and land use regulations and, under the Authority's guidance and at the Authority's discretion, attempt to resolve any issues identified or suggestions for changes by the three towns;
- F. Resolve all issues and modify documentation as required through final approval of the development and design guidelines and land use regulations by the Authority.

III. Other Tasks to Be Performed at the Authority's Sole Discretion:

- G. Review proposed amendments to the Reuse Plan, development and design guidelines, and land use regulations;
- H. Review proposed projects for compliance with the Reuse Plan, development and design guidelines, and land use regulations; and
- I. Assist the Authority, including the Authority's housing advisory committee, in determining its obligations under now existing, proposed, or later enacted or issued affordable housing law, including but not limited to N.J.S.A. 52:27D-329.9 and COAH rules.

Please see ATTACHMENT #2 for a list of the website addresses in order to access the Reuse Plan. These documents are also available for viewing at the Authority offices in Eatontown, New Jersey. Additionally, the U.S. Army Garrison-Fort Monmouth, Department of Public Works will make reports, records and maps available for viewing to the successful bidder at their offices on Fort Monmouth. Copies of any confidential documents will require execution of a non-disclosure agreement as described in Section 12.0 of the RFP.

The work being requested under this Planning Consultant Services RFP will not duplicate any work previously performed under the Reuse and Redevelopment Planning Consultant in connection with the Reuse Plan completed in 2008, the Sanitary Sewer System Evaluation Consultant Project completed in September 2009, the Planning, Engineering, Architectural, and Environmental Consulting Services, or will it duplicate any work to be performed under the Scope of Services for the Business and Operations Plans or work being performed under NEPA by the United States Army.

IV. TIMETABLE

A tentative timeline for the major milestones of this engagement are set forth below. This timeline is subject to change by the Authority, at the Authority's sole discretion, as events and conditions warrant.

Approval of Appointment of Consultant of Record by Authority Board	On or about May 18, 2011
Expiration of Gubernatorial Veto	On or about June 2, 2011
Project Initiation Meeting	On or about June 3, 2011
Project Start Date	On or about June 3, 2011
Tasks A - E Complete	August 5, 2011
Initial Deliverables complete	September 30,, 2011

V. DELIVERABLES:

- A. A report describing the process and methodology, data gathering techniques and findings, and general outcomes (one (1) copy to be provided);
- B. A complete set of zoning maps including one for the entire Fort Monmouth Project Area and one each of the new zoning districts that will become part of Eatontown, Oceanport, and Tinton Falls in accordance with the requirements detailed in the Scope of Services (Four each mounted on 3' x 4' foam boards, one electronic PDF copy suitable for printing on 11" x 14" ledger size paper, and one electronic copy suitable for importing into an ESRI ArcView GIS database);
- C. A complete set of development and design guidelines and zoning and land use regulations using illustrations, elevations, graphics, and photos. (five full sets hardcopy bound and one set hardcopy unbound, and two electronic copies one each in both Word and PDF).
- D. A PowerPoint presentation of the results and recommendations (one hardcopy and one electronic);
- E. A one-page summary to be handed out at presentations; and
- F. A compact disc(s) containing all deliverables in both source application (Microsoft Office compatible and/or ESRI ArcView compatible, as applicable) and PDF format.

ATTACHMENT #2

FORT MONMOUTH REUSE AND REDEVELOPMENT PLAN AND TECHNICAL MEMORANDA

Fort Monmouth Reuse and Redevelopment Final Plan

<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse1.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse2.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse3.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse4.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse5.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse6.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse7.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse8.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse9.pdf>
<http://www.nj.gov/fmerpa/library/techmemo/edaw/reuse10.pdf>

Technical Memorandums on the following topics:

- Site Characteristics
 - http://www.nj.gov/fmerpa/library/techmemo/edaw/tmsite_final.pdf
- Natural Conditions and Constraints
 - http://www.nj.gov/fmerpa/library/techmemo/edaw/tmnatural_final.pdf
- Facilities Assessment
 - http://www.nj.gov/fmerpa/library/techmemo/edaw/tmfacilities_final.pdf
- Cultural Resources Evaluation
 - http://www.nj.gov/fmerpa/library/techmemo/edaw/cultural_resources.pdf
- Traffic and Transit
 - http://www.nj.gov/fmerpa/library/techmemo/edaw/tmtraffic_final.pdf
 - http://www.nj.gov/fmerpa/library/techmemo/edaw/080415_transportationapp.pdf
- Infrastructure Systems
 - http://www.nj.gov/fmerpa/library/techmemo/edaw/tminfrastructure_final.pdf
- Environmental Conditions.
 - http://www.nj.gov/fmerpa/library/techmemo/edaw/tmenvirom_final.pdf

Fort Monmouth Design Guidelines Deliverable from the Authority's Planning, Engineering, Architectural and Environmental Consultant

Fort Monmouth issued Environmental Condition of Property Reports

- http://www.nj.gov/fmerpa/library/acp_reports.html

Additionally, a compact disc ("CD") containing this documentation is available for pick-up at the Authority's offices, 2-12 Corbett Way, Eatontown, NJ 07724, Monday through Friday during the hours of 9:00 AM to 4:30 PM. The CD will also be available for pick-up at the Mandatory Pre-Proposal Conference on April 19, 2011.

ATTACHMENT #3

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

AND

OWNERSHIP DISCLOSURE FORM



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
 - (ii) 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 _____

Add a Contribution

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

Part 4: Certification

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

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

(CHECK ONE BOX A, B or C)

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

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

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

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

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

Public Law 2005, Chapter 51

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

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

Background Information

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

On September 24, 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.

Public Law 2005, Chapter 51

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

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

**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.

Public Law 2005, Chapter 51

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

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

- **"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>.*

[illegible]

ATTACHMENT #4

AFFIRMATIVE ACTION
SUPPLEMENT

Affirmative Action Supplement

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

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, 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, race, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

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

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

SECTION A - COMPANY IDENTIFICATIONSECTION B - EMPLOYMENT DATA[illegible]

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION 8 OBTAINED?	14. IS THIS THE FIRST Employee Information Report Submitted?	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: TO:	<input type="checkbox"/> YES <input type="checkbox"/> NO	

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.	

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ATTACHMENT #5

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 qualifications package in response to the RFP to provide the Authority services specified in the RFP.

“Contract” means a mutually binding legal relationship obligating the Consultant 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 Consultant, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

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

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

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

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions:

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

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

III. Consultant's Status and Responsibilities:

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

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

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

D. Responsibilities of Consultant:

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

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

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

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

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

G. Indemnity/Liability to Third Parties:

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

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

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

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

J. No Waiver of Warranties or Remedies at Law or Equity: Nothing in the Contract shall be construed to be a waiver by the Authority or 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 Consultant 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 Consultant's rights under the Contract without the prior written consent of the Authority shall not relieve the Consultant of any duty; obligation or liability assumed by it under the Contract and shall be cause for termination of the contract award.

B. **Mergers, Acquisitions and Dissolution:**

1. **Merger or Acquisition:** If, subsequent to the award of any contract, resulting from the RFP, the Consultant shall merge with or be acquired by another firm, for purposes of this Contract only, the documents set forth below must be submitted to the Authority 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 Consultant. In such case, the provisions of VI.C. and VI. D shall apply. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.
 - a) Corporate resolutions prepared by the awarded Consultant and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.
 - b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, Chapter 271 Vendor Certification and Political Disclosure Form, Public Law 2006, Chapter 16 Political Contributions Certification, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all updated information, including ownership disclosure, pursuant to the provisions contained herein.
 - c) The acquirer's or resulting entity's Federal Employer Identification Number.
 - d) Ownership Disclosure: Within thirty (30) days after any merger or acquisition, the Consultant must disclose the names and addresses of

all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Consultant has the continuing obligation to notify the Authority 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 Consultant'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 Consultant is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

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

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

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

A. **Corporate Authority:**

1. All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the Secretary of State of New Jersey prior to conducting business in the State of New Jersey.

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

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

1. The Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
3. The Consultant will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's contracting

officer, advising the labor union or worker's representative of the Consultant's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Consultant agrees to comply with the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.
5. The Consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
6. The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.
8. The Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
9. The Consultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation

pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

- C. Americans with Disabilities Act:** The Consultant shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C., Sec. 12101, et seq.
- D. Bidders Warranty:** By submitting a proposal in response to the RFP, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. The penalty for breach or violation of this provision may result in termination of the contract award without the Authority being liable for damages, costs and/or attorney fees or, in the Authority's discretion, a deduction from the Contract price or consideration the full amount or such commission, percentage, brokerage or contingent fee.
- E. Standards Prohibiting Conflicts of Interest:** The following prohibitions shall apply to all contracts made with the Authority.
1. No Consultant shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
 2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an officer or employee of the Authority from any State Bidder or Consultant shall be reported in writing forthwith by the vendor to the State Attorney General.
 3. No Consultant may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Consultant to any officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.
 4. No Consultant shall influence, or attempt to influence or cause to be influenced any officer or employee of the Authority in his official capacity

in any manner which might tend to impair the objectivity or independence or judgment of said officer or employee.

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

F. Business Registration:

1. All New Jersey and out of State Corporations must obtain a Business Registration Certificate ("BRC") from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.
2. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at www.state.nj.us/njbgs/services.html.
3. Before performing work under the Contract, all subcontractors of the Consultant must provide the Consultant proof of New Jersey business registration. The Consultant shall forward the business registration documents on to the Authority.

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

- A. For Convenience:** Where circumstances change and/or the needs of the Authority change, or the Contract is otherwise deemed by the Authority to no longer be in the public interest or the services of the Consultant are no longer desired by the Authority, the Authority may terminate the contract award upon no less than thirty (30) days notice to the Consultant. In the event of such a termination of the contract award, the Consultant shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.

B. For Cause:

1. Where a Consultant fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days notice to the Consultant.
2. The Authority's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Consultant's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Consultant to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred consultant or a consultant which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

C. Upon a termination of the contract award under this or any other paragraph herein, the Consultant shall be entitled to receive as full compensation for services rendered up to the date of termination for that portion of the fee which the services were actually and satisfactorily performed by it, as determined by the Authority, 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 Consultant whose contract award has been terminated the difference in price, and the said Consultant shall be liable for same.

VII. Consultant Compensation: The Consultant 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. Payment of the Consultant is subject to the availability and receipt of funds from the United States Department of Defense, Office of Economic Adjustment and is a material term and condition of this Contract. The Contract is subject to termination for convenience by the Authority, without penalty to the Authority, if funds from the United States Department of Defense, Office of Economic Adjustment are not available and/or received by the Authority or at any time during the duration of the Contract.

VIII. Insurance: The Consultant shall secure and maintain in force for the term of the Contract liability insurance as provided herein. The Consultant shall provide the Authority 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
2-12 Corbett Way
Eatontown, New Jersey 07724

The insurance to be provided by the Consultant shall be as follows:

1. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the Authority, 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 Consultant, and vice versa, if addressed and mailed by certified mail to the addressee set forth in the Contract. Notice to the Authority shall be mailed to the following address:

Mailing and Overnight Delivery Address:
Fort Monmouth Economic Revitalization Authority
2-12 Corbett Way
Eatontown, New Jersey 07724

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

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

ATTACHMENT #6

COST PROPOSAL – FEE SCHEDULE FORMS

Fort Monmouth Economic Revitalization Authority

**PROFESSIONAL PLANNING CONSULTANT SERVICES
FEE SCHEDULE FOR TASKS A - C**

TASK	Fee/Hourly Rate¹	Level of Employee	Total Labor Expense	Reimbursable Expense	Total Cost
A. Review and Analysis of Prior Efforts					
B. Propose Amendments					
C. Draft Zoning and Land-use Regulations					
Total					

¹ Includes all direct labor costs and all overhead associated with each type of personnel

Fort Monmouth Economic Revitalization Authority

PROFESSIONAL PLANNING CONSULTANT SERVICES

FEE SCHEDULE FOR TASKS D - I

TASK	Hourly Rate²	Level of Employee	Estimated Reimbursable Expense Per Meeting
D. Collaborate With Counsel			
E. Meet With Host Communities			
F. Resolve Issues			
G. Review Proposed Amendments			
H. Review Proposed Projects			
I. Assistance With Affordable Housing			

² Includes all direct labor costs and all overhead associated with each type of personnel

