

REQUEST FOR PROPOSALS

FOR

Independent Auditing Services

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: August 17, 2013

Responses due by 12:00 P.M. EDT on September 18, 2013

REQUEST FOR PROPOSALS

FOR INDEPENDENT AUDITING SERVICES

1.0 BACKGROUND

The Fort Monmouth Economic Revitalization Authority (“FMERA” or the “Authority”), pursuant to P.L. 2010, c.10 (N.J.S.A. 52:27I-18 et seq.), is responsible for the efficient redevelopment and reuse of Fort Monmouth. In the Act, the State Legislature declared that the economies, environment and quality of life of the municipalities of Eatontown, Oceanport and Tinton Falls, Monmouth County, New Jersey (the “Host Communities”), of Monmouth County (the “County”) and of the State of New Jersey (the “State”) depend on the efficient and proper revitalization of Fort Monmouth and that it is in the public interest to plan for the conversion and revitalization of Fort Monmouth that will enhance the creation of employment and other business opportunities for the benefit of the Host Communities, of the County and of the State.

2.0 PURPOSE AND INTENT

This Request for Proposals for Independent Auditing Services (the “RFP”) is issued by the Authority for purpose of soliciting proposals from qualified independent auditing firms of certified public accountants (the “Independent Auditor”) to conduct an audit of the financial statements of the Authority for the fiscal years December 31, 2013, 2014 and 2015 with two (2) one (1) year extension options, to be exercised at the sole discretion of the Authority, for the fiscal years ending December 31, 2016 and 2017.

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

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

For a comprehensive overview of the Fort Monmouth Economic Revitalization Authority financial position, operations and accomplishments, proposers should refer to the Authority’s 2012 Comprehensive Annual Report at:

<http://www.fortmonmouthredevelopment.com/page.aspx?id=1835>

3.0 RESPONSE DATE AND PROPOSAL SUBMISSION

Four (4) copies of the Proposal (one (1) unbound, original; two (2) bound copies; one (1) copy in PDF format on a CD or USB) must be submitted marked "Proposal for Independent Auditing Services - Fort Monmouth Economic Revitalization Authority" and addressed to:

Bruce Steadman
Executive Director
Fort Monmouth Economic Revitalization Authority

Proposals must be received by September 18, 2013 at 12:00 p.m. Eastern Daylight Time (EDT). Proposals may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757.

Hand delivered proposals must be received at the FMERA Staff Office, 502 Brewer Ave. at Fort Monmouth by September 18, 2013 at 12:00 p.m. EDT.

For US mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ. All US mail deliveries must be received by 12:00 p.m. September 18, 2013.

Proposals will be publicly opened and announced on September 18, 2013 at 12:30 p.m. at the Authority Office located at 502 Brewer Ave. at Fort Monmouth. No faxed or e-mailed proposals will be accepted. Proposals received after the time and date listed above will not be considered.

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

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

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

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

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

Except as otherwise expressly permitted under this RFP, communication with representatives of the State or the Authority by you or on your behalf concerning this RFP are **not** permitted during the RFP

process. Communication with representatives of the State or the Authority by you or on your behalf regarding this RFP (except as expressly permitted under this RFP) will result in disqualification from consideration of the firm seeking appointment as Independent Auditor pursuant to this RFP.

4.0 QUESTIONS AND ANSWERS

The Authority will accept questions from firms regarding any aspect of this RFP via e-mail only until **12:00 noon Eastern Daylight Time on August 28, 2013**. Questions should be directed via e-mail to:

bakerblom@njeda.com

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

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.

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

5.0 TERM OF ENGAGEMENT

The Independent Auditor will be engaged for a term commencing with the date of appointment by the Authority for the purpose of conducting the audit for Fiscal Years 2013, 2014 and 2015, with two (2) one (1) year extension options, to be exercised at the sole discretion of the Authority, for the fiscal years ending December 31, 2016 and December 31, 2017.

6.0 SUBCONTRACTING PROHIBITED

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

7.0 ASSIGNMENT PROHIBITED

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

8.0 THE PROPOSAL

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

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

8.1 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

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

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

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

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

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

8.1.4 A sample audit program that your firm has utilized before and the scope and size of audits this program was used on, providing a brief summary of the firm's general relevant experience in providing such services to other governmental entities. Give three (3) specific examples of such audits and include references and specific examples of the work performed. At least one (1) of the case studies must describe a governmental-based audit engagement performed for a New Jersey-based entity.

Each case study must indicate:

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

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

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

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

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

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

9.0 COST PROPOSAL

The Cost Proposal shall contain a comprehensive chart showing the person-hours proposed to meet the requirements of the engagement. The chart shall be designed to reflect the tasks, sub-tasks or other work elements required. The chart shall set forth, for each task, sub-task or other work elements required, the total number of person-hours, by labor category, proposed to complete the engagement. The hourly rates used for each labor category shall be the "all-inclusive hourly rates".

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

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

10.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

10.1 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 subconsultants with the proposal. The successful Proposer is required to ensure that each joint venture partner and all subconsultants 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 I or any named subconsultants 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 subconsultant 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 subconsultants, if applicable, that they are required to submit a copy of their *BRC* to the Consultant. The Consultant shall maintain and submit to the Authority a list of subconsultants and their current addresses, updated as necessary, during the course of the contract performance. No subcontract shall be entered into with a subconsultant for work under this contract, unless the subconsultant first provides to the Consultant, proof of the subconsultant's valid *BRC* registration.

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

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

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

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

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

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

The consultant and any 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. 54:328-1 et seq.) on all their sales of tangible personal property delivered into the State.

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

I. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law;

(b) knowingly conceal or misrepresent a contribution given or received;

(c) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

(d) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;

(e) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law;

(f) fund contributions made by third parties, including consultants, attorneys, family members, and employees;

(g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law; or

(h) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law.

III. Certification and disclosure requirements:

(a) The State or the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State,

county political party, or to a legislative leadership or municipal political party, committee during certain specified time periods.

(b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the Independent Auditor under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The instruction for completion and submission to the Authority of the required form is available at the Division of Purchase and Property website at:

http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_instr02_2009.pdf

and the required form to be completed and submitted to the Authority at the time of submission of a proposal in response to the RFP is available for review at the Division of Purchase and Property website at:

http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf

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

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

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

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

10.4 Ownership Disclosure. The Ownership Disclosure addresses the requirements of N.J.S.A. 52:25-24.2, and for any contract it must be completed and submitted with the proposal. The contract is not completed unless and until the Ownership Disclosure is properly completed and accepted. The form can be downloaded from the Division of Purchase and Property website from the document containing Standard RFP forms, at <http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>. A copy of the Ownership Disclosure Form is included in ATTACHMENT #2.

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

10.6 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 Division of Purchase and Property website: http://www.state.nj.us/treasury/purchase/forms/AA_Supplement.pdf. A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto as ATTACHMENT #3.

10.7 Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, all Proposals submitted in response to this RFP must include the bidder’s certification that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the State of New Jersey Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities. The attached Disclosure of Investment Activities in Iran form (ATTACHMENT #4) must to completed and submitted by each bidder with its Proposal.

PL 2012, c.25 Form

11.0 STANDARD TERMS AND CONDITIONS

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

11.1 CONFIDENTIALITY AGREEMENT

In connection with performing the services required under this RFP, the Independent Auditor, its employees and its subcontractors, if any, may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of the Authority, its employees, members, borrowers or business associates, that is confidential and/or proprietary in nature (“Confidential Information”). The Independent Auditor agrees that the use and handling of Confidential Information by the Independent Auditor, its employees and its subcontractors, if any, shall be done in a responsible manner and solely for furtherance of the services under this RFP. Other than to its employees and its subcontractors, if any, who have a need to know Confidential Information in connection with performance of the services under this RFP, the Independent Auditor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Independent Auditor shall be responsible to assure that its employees and its subcontractors, if any, do not disclose any Confidential Information without the prior written consent of the Authority. The Independent Auditor shall inform each of its employees and its subcontractors, if any, that receives any Confidential Information of the requirements of this section and shall require each such employee and its subcontractors, if any, to comply with such requirements.

The Authority, in its sole discretion, may require the Independent Auditor, its employees and its subcontractors, if any, assigned to perform work against the resulting contract, to execute a non-disclosure / confidentiality agreement.

12.0 SCOPE OF SERVICES

At a minimum, and on an annual basis, the successful Proposer / Consultant Firm will be required to provide the following services in accordance with the approved practices and methodologies of the entities referenced in the section “Purpose and Intent” and as outlined herein:

NATURE of the FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY: ENTITY to be AUDITED -

- The Fort Monmouth Economic Revitalization Authority is an instrumentality and component unit of the State of New Jersey and follows enterprise fund reporting. The Authority was created to implement the comprehensive Fort Monmouth Reuse and Redevelopment Plan (“Plan”) for redevelopment and revitalization of the 1,126 acres comprising Fort Monmouth. The United States Department of Housing and Urban Development issued their favorable determination letter on June 16, 2011 enabling the Authority to move forward with implementing the Plan.
- In the spring of 2012, the Memorandum of Agreement (MOA) between Army and the Authority for an Economic Development Conveyance (EDC) was signed enabling the transfer of nine (9) Phase 1 parcels, totaling approximately 600 acres. The MOA is the overarching basis for the Phase 1 EDC agreement between the Army and the Authority, laying out the process by which the property will be transferred and the split of the sales proceeds for each parcel is determined.
- The Fort Monmouth Economic Revitalization Authority requires a financial and *OMB A-133 GAGAS* audit of its financial statements and accompanying notes in accordance with the requirements of *Executive Order 122* (McGreevey 2004) and the June 25, 2012 Economic Development Conveyance Agreement with the Army.
- The Phase 1 Economic Development Conveyance Agreement requires the Authority submit annual financial statements, certified by an independent Certified Public Accountant (CPA). The financial statements must include a breakdown of the revenues and expenditures generated from the EDC parcel. In addition, the Army requires the notes to the financial statements and supplemental schedules to provide explanations of the sources of revenues and expenditures and its future plans for redeveloping the discounted EDC property.

The current audited financial statements, and memorandum of agreement referenced in this *Scope of Work* are posted to the Fort Monmouth Economic Revitalization Authority’s website:

www.fortmonmouthredevelopment.com/page.aspx?id=1835

www.fortmonmouthredevelopment.com/KeyDocuments.aspx

As part of its responsibilities, the Independent Auditor shall submit to the Audit Committee and the Authority Staff two (2) copies of the preliminary draft of the reports and any proposed adjusting entries for review; two (2) copies of the final reports for review; and, upon review by the Audit Committee, twenty (20) copies of the final, bound reports for distribution to the Members of the Authority for their acceptance.

ADDITIONAL SERVICES / WORK -

In the event the Authority, in support of its mission to implement the Reuse Plan, should require additional work, special projects, hearings, meetings or other activities that are beyond the required services, the Independent Auditor will supply a written cost estimate and schedule to the Authority. The cost estimate will be based on the all-inclusive hourly rates applicable to that particular period which will result from this RFP. The Independent Auditor shall receive written authorization to proceed from the Authority Project Manager before commencing on additional work or special projects.

DIRECT REPOSIBILITIES TO AUDIT COMMITTEE –

In accordance with the requirements of Executive Order 122, the auditor appointed shall report directly to the Audit Committee. At no time shall the auditor report to any staff member, to include management. At least twice each year, the auditor is required to meet in private with the Audit Committee: first, prior to the commencement of the fiscal year-end annual audit to discuss the audit plan, and second, upon the issuance of the final audit report to discuss the results of the audit. Additional meetings may be held at the request of the Audit Committee or the auditor.

At least once every three (3) years, the auditor shall submit to the Audit Committee:

- the independent auditor's internal quality control procedures
- any material issues raised by the most recent internal quality control peer review or by reviews conducted by governmental or professional authorities
- a detail of the steps taken by the auditor to address such issues

COMPLETION DATES

As "*Time is of the Essence*" in completing and presenting these independent audits to the Authority's Board of Directors and Audit Committee, **adherence to deadlines for the required services and deliverables are of critical importance.** The following outlines the **timelines by which each of the interval services / deliverables are to be completed.**

- Exact deadlines (i.e. dates) will be established with the Consultant Firm, at the initial organizational meeting:
- Interim fieldwork will be completed no later than mid-December of each fiscal year
- Final fieldwork will be completed no later than the second Friday of February following the fiscal year of the audit work
- Partner review and technical review of draft financials and notes will be completed no later than two (2) weeks after final fieldwork
- Auditor's opinion will be issued no later than mid March following the fiscal year of the audit work

All such work completed shall be submitted to the Fort Monmouth Economic Revitalization Authority's Audit Committee within the timeframes specified.

13.0 SELECTION PROCESS

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

13.2 The Auditor Evaluation Committee will review and score each Technical Proposal pursuant to the criteria specified below in Section 13.3.

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

(a) Bidder's demonstrated ability, qualifications of the bidder's personnel assigned to work with the Authority, specifically: organizational support and experience (based in part on the list of all personnel to be assigned, personnel's function on project, and resumes); demonstrated familiarity with an understanding of federal and state laws, rules and regulations relevant to governmental audits; and Economic Development Conveyance, experience with BRAC, military interaction;

(b) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in Section 11.0 above;

(c) Bidder's documented experience in successfully completing governmental audits of a similar scope and size to that required by this RFP, as evidenced in the narratives, specifically: governmental related audit experience; Economic Development Conveyance, experience with BRAC, military; sample audit program used by firm; relevance of scope and size of audit on which submitted sample program was used; and references and specific examples of the work performed; and

(d) Quality and completeness of response to this RFP.

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

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

13.6 Following the final technical ranking, the Cost Proposals will be opened and evaluated by the Evaluation Committee. The Evaluation Committee shall prepare a written report for the Audit Committee's consideration. Upon review of the written report, the Audit Committee will determine whether to re-rank the responses to the request for proposals and whether to conduct interviews and such interviews, when employed, shall determine the final technical ranking, based on the evaluation criteria. The Audit Committee will negotiate engagement with the firm with the highest-ranked proposal at compensation that the Committee determines to be fair and reasonable. The Audit Committee shall then make an award recommendation to the Members of the Authority. Should the Committee be unable to negotiate a satisfactory engagement with any such firm, the Committee may select additional firms in order of their ranking and continue negotiations until an agreement is reached or, at its option, the Committee may reject any and all proposals.

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

14.0 MISCELLANEOUS TERMS

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

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

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

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

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

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

STANDARD TERMS AND CONDITIONS

By submitting a proposal in response to the Request for Qualifications/Proposals (“RFQ/P”) 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 RFQ/P unless specifically and expressly modified by reference in the RFQ/P or in a writing executed by an authorized officer of the Fort Monmouth Economic Revitalization Authority.

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

“Authority” means the Fort Monmouth Economic Revitalization Authority. The Authority is the intended beneficiary of the Contract.

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

“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 RFQ/P, 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 RFQ/P and to whom (or which) the Contract is awarded.

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions:

A. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Consultant is specifically instructed otherwise in the RFQ/P or in any other amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the RFQ/P and should be read in conjunction with the same unless the RFQ/P 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 RFQ/P, 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 RFQ/P, 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 RFQ/P, 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 RFQ/P, 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, Political Disclosure Form, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all updated information, including ownership disclosure, pursuant to the provisions contained herein.
 - c) The acquirer's or resulting entity's Federal Employer Identification Number.
 - d) **Ownership Disclosure:** Within thirty (30) days after any merger or acquisition, the 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.

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 RFQ/P, 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 subconsultant 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 subconsultants 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. Payment will not be made until the Authority has approved payment. Invoices for these independent audit services will generally be submitted for review and payment based upon the following schedule:

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

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

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

1. reference the billing period
2. provide a brief description of the project task or subtask services for the billing period
3. indicate the percentage of completion of the overall *Scope of Services*
4. if applicable, for additional services, required and approved, the following is required:
 - i. provide an itemized detail by staff employee and position / title assigned to perform the work for the project and corresponding hourly rates indicated in the *Fee Proposal – Hourly Rates* (i.e. in one quarter hour increments (i.e. 15 minutes)
 - ii. indicate the number of hours dedicated to the task or subtask for each position / title, which performed the work for the respective *Scope of Service*

- iii. at a minimum, invoices for additional services, if any, as well as the original proposed *Scope Of Services* approved by the Authority prior to the commencement of the additional work, will include the above referenced documentation. The *Scope of Services* for the additional work must reference the hours to be dedicated, positions required, corresponding hourly rates for each position and extended dollar amounts for each position, to allow the Authority to reconcile the approved *Scope* to the actual invoices submitted.

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

All compliance documentation must be provided and invoices will not be paid until all documentation has been received by the Authority. 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

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:

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

X. Claims: All claims against the Authority by the 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.

**ATTACHMENTS #1-#5
REQUIRED FORMS**

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

AFFIRMATIVE ACTION SUPPLEMENT

AND

OWNERSHIP DISCLOSURE FORM

AND

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN



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

For AGENCY USE ONLY

General Information

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

Agency Contact Information

Agency _____ Contact Person _____
 Phone Number _____ Agency Email _____

Part 1: Vendor Information

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

Business Type

- Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

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

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

I hereby certify as follows:

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

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

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

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

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

Part 4: Certification

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

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

(CHECK ONE BOX A, B or C)

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

Signed Name _____ Print Name _____
Phone Number _____ Date _____
Title/Position _____

Agency Submission of Forms

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

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

Background Information

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

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

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

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

Instructions for Completing the Forms

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

Part 1: VENDOR INFORMATION

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

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

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

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

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

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

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

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

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

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

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

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

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

Date of Contribution – Indicate the date of the contribution.

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

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

Contributor Name – Enter the full name of the contributor.

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

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

Part 4: CERTIFICATION

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

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

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

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

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

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

- **“Vendor”** means the contracting entity.
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.¹
- **“Officer”** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

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

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

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

Agency Submission of Forms

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

Questions & Answers

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

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

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

Solicitation Number: _____ Bidder/Offeror: _____

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

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

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

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

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

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

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

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

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

Partnerships/Corporations

Entity Name: _____

Partner Name: _____ Ownership Interest _____ %

Business Address: _____

City _____ State _____ Zip Code _____

Delete Entry

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

Yes or No

Add An Additional Partnerships/Corporations Entry

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

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FEIN/SSN: _____

ALL BIDDER/OFFERORS SHOULD COMPLETE THE DISCLOSURE OF INVESTIGATIONS FORM

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

Solicitation Number: _____ Bidder/Offeror: _____

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.
PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE
QUESTIONS BELOW.**

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

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

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

PART 2: PROVIDING ADDITIONAL INFORMATION

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

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

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

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

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

Delete Entry

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Add Additional Information

Officers/Directors

Name: _____

Title _____ DOB _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

Delete Entry

Add An Additional Officer/Director Entry

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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

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

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

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

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

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

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

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

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

SECTION A - COMPANY IDENTIFICATION

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

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____