

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL MANAGEMENT AND MAINTENANCE FOR FORT  
MONMOUTH SUNEAGLES GOLF COURSE AND ASSOCIATED  
BANQUET/RESTAURANT FACILITIES**

Issued by the  
**FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY**

Date Issued: July 08, 2011

**Responses due by 12:00 P.M. EST on August 1, 2011**

**MANDATORY PRE-PROPOSAL CONFERENCE**  
**To be held on July 19, 2011 at 9:00 A.M.**  
**Gibbs Hall/Suneagles Golf Course, Fort Monmouth**

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**1.0 PURPOSE AND INTENT**

The Fort Monmouth Economic Revitalization Authority (the “Authority”), by means of this Request for Proposals for Professional Management and Maintenance for Fort Monmouth Suneagles Golf Course and Associated Banquet/Restaurant Facilities (the “RFP”) is soliciting proposals from qualified firms interested in performing the services described herein as the consultant to provide professional management and maintenance for Fort Monmouth Suneagles golf course and associated banquet/restaurant facilities (the “consultant”). The Authority will select one firm to provide these services.

Fort Monmouth is in the process of being closed and must cease current operations no later than September 15, 2011. The Army will continue to own the property until such time as it can be conveyed to the Authority. The Army has agreed to provide a license agreement or a lease to the Authority to operate the golf course and associated equipment (known as MWR personal property), and facilities until the property is conveyed to the Authority or sold to a private owner. This property transfer is likely to occur within the next 10 to 20 months. Conveyance to the Authority will most likely be associated with an agreement by the Authority to sell the golf course and associated facilities to a third party.

The consultant will be engaged for a term of up to a maximum of twelve (12) months, commencing with the date of appointment which is expected to be on or about September 6, 2011.

**Termination of the Contract For Convenience:** The Authority may terminate the contract award at any time during the duration of the Contract, without penalty. 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.

The Authority reserves the right to extend the term of the engagement on a month by month basis at the Authority’s sole discretion. **Pricing will remain unchanged for any extension.**

## **2.0 BACKGROUND**

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

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

Upon acceptance by the United States Department of Defense and the United States Department of Housing and Urban Development as required under applicable federal Base Closure and Realignment law and regulations, the Fort Monmouth Reuse and Redevelopment Plan will constitute the plan for the redevelopment and revitalization of Fort Monmouth to be implemented by the Authority.

## **3.0 COURSE AND FACILITIES INFORMATION**

Suneagles has an interesting and storied history. In the 1920s, Max Phillips of the famed Phillips Van Heusen Clothing Company of New York City and the designer of the soft collared golf shirt, purchased the estate of 250 acres and the adjoining winter farm of 350 acres, to build a private golf club. Construction of the club began during October 1923, and when finished consisted of an 18 hole championship golf course, a swimming pool, tennis courts, polo stables, fields, and a magnificent clubhouse, which had a retractable roof over the ball room. Total construction costs for this project was \$750,000 (\$500,000 for the course and \$250,000 for the clubhouse). A. W. Tillinghast, the man described as the "Dean of American-Born Architects," and whose courses include Winged Foot, Baltusrol, Bethpage Black and others designed the course. The first Golf Professional was the Scotsman, Seymour Dunn. Members and guests would frequently see Mr. Dunn on the course in a Scottish kilt as he wanted to establish the club with a Scottish flair. There were approximately 200 members when the Suneagles Country Club opened amid significant publicity on May 29, 1926.

In the 1930s, the club was purchased by the members from Phillips, and renamed the Monmouth County Country Club. Around this time an article in Golf Illustrated magazine was written about the course. The following is an excerpt from that article: "Possessed of a charmingly designed and appointed clubhouse, its fortunate members may stay at the club. No more delightful place could be available for a golfer as they look out over the course at the glorious country beyond through the ample casement windows. The clubhouse is Tudor in character and was designed by B. Hustace Simonson, known for the design of many of the finest examples in the U. S. of the architecture of this period. Monmouth County has one of the handsomest and best appointed clubhouses in the Metropolitan districts."

The U.S. Army purchased the Monmouth County Country Club in 1942 for the unbelievable low price of \$42,000. This included the club house (Gibbs Hall), golf course, swimming pool, tennis courts, and the polo fields that is now known as the Charles Wood housing area. It was the site of the 1935 NJ Golf Association Open Championship which was won by the legendary golfer, Byron Nelson. His first professional victory. The course record of 65 was established in 1935 and is held by Gene Sarazen. Suneagles was also the site of the 1963 All Army Golf Trials, which was won by Lt. Frank James, while Sergeant Orville Moody came in second. Orville Moody subsequently turned pro in 1967 and won the U. S. Open Championship in 1969. Other famous Suneagles golfers have included Babe Ruth, Sam Snead and the 1941 PGA winner, Vic Ghezzi. The professional for most of this time (39 years) was John W. Welsh Jr., better known as Jack Welsh, who still plays on the course.

Although Suneagles has changed while being under the ownership of the U. S. Army, it is still known as a challenging and rewarding golf course and one of the premier Army golf courses in the world.

The course has a pool, tennis courts, 19th Hole and Gibbs Hall, the former Officers Club. Gibbs Hall offers lunch and dinner dining, as well as finely appointed conference and banquet accommodations. The Excalibar Dining Room comfortably provides seating for up to 134. More intimate dining gatherings and cocktail parties are accommodated in the Monmouth Room. The Grand Ball Room offers elegant ambience and is ideally suited for large gatherings of up to 500 guests. Smaller banquet rooms can be partitioned for meetings, seminars and award ceremonies.

Currently, alcoholic beverages are served and sold at the 19<sup>th</sup> hole and Gibbs Hall. As they are on Federal Property, they are exempt from New Jersey liquor license regulations. The consultant will be responsible for determining if and how the consultant may obtain a liquor license.

### **3.0 SCOPE OF SERVICES**

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

### **4.0 MANDATORY PRE-PROPOSAL CONFERENCE**

**A Mandatory Pre-Proposal Conference** will be held at **9:00 A.M. on July 19, 2011**, at Gibbs Hall, Suneagles Golf Course, Fort Monmouth. **Attendance at the Mandatory Pre-Proposal**

Conference is **required** in order to submit a Proposal . Pre-registration of your firm's attendance is requested, but not mandatory. For pre-registration, please contact Regina McGrade, Program Assistant at [rmcgrade@njeda.com](mailto:rmcgrade@njeda.com) or at (732) 720-6350. Due to space limitations, please limit attendance of your firm's representatives at the Mandatory Pre-Proposal Conference to **no more than two (2) persons**. The conference will include a tour of the facilities.

## **5.0 PROPOSAL SUBMISSION**

**Six (6) copies** of the Proposal (one (1) unbound, original; four (4) bound copies; one (1) copy in PDF format on a CD) must be submitted marked "professional management and maintenance for Fort Monmouth Suneagles golf course and associated banquet/restaurant facilities " and addressed to:

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

**Proposals must be received by August 1, 2011 at 12:00 p.m., Eastern Daylight Time at which time, proposals will be publicly opened and announced.**

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

The Authority reserves the right to hold oral interviews with any or all of the firms submitting Proposals. The Authority expects to hold oral interviews, if any, on or about August 11, 2011. If held, each firm being requested to attend oral interviews will be notified by the Authority on or about August 8, 2011.

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

The Authority reserves the right to request additional information if necessary, or to request an interview with firm(s), or to reject any and all Proposals with or without cause, and, in its sole discretion, waive any irregularities or informalities, such as minor elements of non-compliance with regard to the requirements of this RFP, in the Proposals submitted. The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting Proposals. In the event that all Proposals are rejected, the Authority reserves the right to re-solicit Proposals.

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

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

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

Documents and information submitted in response to this RFP shall become property of the Authority and generally shall be available to the general public as required by applicable law, including the New Jersey Open Public Meetings Act and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

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

## **6.0 QUESTIONS AND ANSWERS**

Firms will be permitted to ask questions regarding any aspect of this RFP at the Mandatory Pre-Proposal Conference. The Authority will also accept questions from firms regarding any aspect of this RFP via e-mail only until 5:00 p.m. Eastern Daylight Time on July 20, 2011. Questions should be directed via e-mail to:

**[rharrison@njeda.com](mailto:rharrison@njeda.com)**

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

## **7.0 SUBCONTRACTING AND STAFFING**

The Authority encourages each firm responding to this RFP that to the extent that there are opportunities for such firm to subcontract services under this procurement, the firm will make good faith efforts to subcontract work to qualified small businesses in accordance with the Set Aside Contracting and Subcontracting Program, N.J.A.C. 17:13-4 et seq., Executive Order No. 71 (McGreevey 2003), and Executive Order 151 (Corzine 2009).

The firm must identify any and all subconsultants in its Proposal . Regardless if whether a firm uses a qualified small business subconsultant or a subconsultant that is not a qualified small

business, the firm must use the subconsultant identified in the firm's Proposal to perform the services required, unless the firm requests the approval from the Authority for the substitution of a subconsultant who can also provide the services required, with such approval of the Authority to be in the Authority's sole decision.

Further, the Authority encourages responding firms to use, if and to the extent possible, golf course operations and maintenance staff currently working at Suneagles. The condition and reputation of Suneagles are based on the quality of the individuals currently working there, all of whom will otherwise lose their jobs when the Army vacates Fort Monmouth.

## **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 9.0 below must be included with the Proposal.

## **9.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL**

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

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

All of the above items must be addressed in the submission in the same order as stated above. Each firm's Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section 12 below. Proposals should be submitted on 8 ½ by 11 inch pages.

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

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

### **9.1.A Cover Letter**

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

#### 9.1.B References

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

#### 9.1.C Description of Firm's Prior Experience

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

1. Please provide a description of experience within the past ten (10) years related to:
  - i. Golf course management and operations as either owner or operator in New Jersey
  - ii. Golf course management and operations as either owner or operator outside New Jersey
  - iii. Experience operating military owned or former military golf courses
  - iv. Managing and operating banquet/restaurant facilities, including alcohol and food service
  - v. As a holder of an Alcoholic Beverage License
  - vi. Experience managing and operating military owned or former military banquet/restaurant facilities ;
  - vii. Golf course maintenance
  - viii. Financial Capability: Respondents must demonstrate financial capability through specific experience and acceptable financial statements, financing commitments and related documents, to successfully meet the requirements of this RFP.

#### 9.1.D Management Overview and Approach



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

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services (attached hereto as ATTACHMENT #1) will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

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

#### 9.1.E Organization Chart

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

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

#### 9.1.F Key Team Member List

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

#### 9.1.G Resumes of Key Team Members

A resume of each Key Team Member must be included.

#### 9.1.H Priority Hiring Consideration for Displaced Base Personnel

The selected consultant and any subconsultants thereof, shall give priority consideration to job applications of former military personnel and civilian employees who have or will be displaced as a result of the closure of Fort Monmouth.

## **9.2 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL**

The bidder must provide a complete Fee Schedule Form (attached hereto as Attachment #4) setting forth the amount in U.S. dollars (the “monthly fee”) that the Consultant shall pay the Authority monthly for the right and responsibility to manage, operate, and maintain Suneagles Golf Course, for the period of September 1, 2011 through August 30, 2012. The monthly fee shall be paid to the Authority on the first of each month, beginning October 2011 and ending September 2012, by certified bank check or money order. In determining the monthly fee, the bidder shall take into account all the revenue, costs, and all circumstances associated with managing, operating, and maintaining the Suneagles Golf Course.

## **10.0 CONFIDENTIALITY AGREEMENT**

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

## **11.0 STANDARD TERMS AND CONDITIONS & REQUIRED INSURANCE**

By submitting its Proposal, the firm agrees that if selected, it shall be bound by the Standard Terms and Conditions, attached hereto as ATTACHMENT #5 and that the firm will comply with the required insurance requirements as set forth in the Standard Terms and Conditions, attached hereto as ATTACHMENT #5.

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

## **12.0 COMPLIANCE WITH STATE LAW REQUIREMENTS**

### **12.1 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 it, 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 / 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/gettingregistered.htm#busentity>

Proposers may go to [www.nj.gov/njbgs](http://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/pdfforms/reg\\_a.pdf](http://www.state.nj.us/treasury/revenue/pdfforms/reg_a.pdf)

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

**12.2** Chapter 51, Executive Order No. 117 and Executive Order No. 7. In order to safeguard the integrity of State government, including the Authority, procurement by imposing restrictions to insulate the negotiation and award of State and Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance

thereof, the Legislature enacted P.L. 2005, c. 51 (codified at N.J.S.A. 19:44A-20.13 – 25)(“Chapter 51”), on March 22, 2005, effective retroactive October 15, 2004, superseding the terms of Executive Order No. 134. In addition, on September 24, 2008, Governor Corzine issued Executive Order No. 117, effective on November 15, 2008 (“EO 117”) setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Governor Christie issued Executive Order No. 7 on January 20, 2010 (“EO 7”), and effective the same day, setting forth additional limitations on the ability of Executive Branch agencies to contract with consultants who have made or solicited certain contributions. Pursuant to the requirements of Chapter 51, EO 117, and EO 7 the terms and conditions set forth in this section are material terms of this engagement:

## **I. Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **II. Breach of Terms of Chapter 51, EO 117 and EO 7 is a breach of this engagement:**

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

(a) make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7;

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

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

(d) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate 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;
- (f) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7; or
- (h) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7.

### **III. Certification and disclosure requirements:**

- (a) The State or the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county political party, or to a legislative leadership or municipal political party, committee during certain specified time periods.
- (b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the Consultant under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. ' 527 of the Internal Revenue Code that also meets the definition of a Acontinuing political committee@ within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of a proposal in response to the RFP are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.
- (c) Further, the Consultant is required, on a continuing basis, to report any contributions and solicitations Consultant makes during the term of the contract, and any extension(s) thereof, at the time any such contribution or solicitation is made.
- (d) Consultant=s failure to submit the required forms shall be cause for rejection of the Consultant's proposal in response to the RFP. The State Treasurer or his designee shall review the Disclosures submitted by the Consultant pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Consultant, prior to award, or during the term of the retention agreement. If the

State Treasurer determines that any contribution or action by the Consultant violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Consultant from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Consultant from award of such contract.

**Please refer to ATTACHMENT #2 for copies of the Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form and instructions. Failure to submit the attached Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form shall be cause for rejection of your firm's proposal.** The firm selected to provide services to the Authority as the Consultant of Record shall maintain compliance with Chapter 51, EO 117 and EO 7 during the term of their engagement.

**12.3 Ownership Disclosure.** The Ownership Disclosure addresses the requirements of N.J.S.A. 52:25-24.2, and for any contract it must be completed and submitted with the proposal. The contract is not completed unless and until the Ownership Disclosure is properly completed and accepted. The form can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Ownership Disclosure Form is attached hereto as ATTACHMENT #2

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

**12.5 Affirmative Action Supplement with Affirmative Action Employee Information Report.** Affirmative Action Supplement with Affirmative Action Employee Information Report addresses the requirements of N.J.S.A. 10:5-31 to -34 and N.J.A.C. 17:27.3.1 et seq., and for any contract must be completed and submitted with the proposal. The contract is not completed unless and until the form is properly completed and accepted. The forms can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>. A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto as ATTACHMENT #3.

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

## **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 an evaluation committee pursuant to the criteria specified below. The Authority reserves the right to request clarifying information subsequent to submission of the Proposals, if necessary.

**13.2** An evaluation committee will review and score each Proposal pursuant to the evaluation criteria specified below in Section 13.3.

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

- (1) Fee proposal;
- (2) Bidder's experience operating, maintaining, and managing golf courses and associated restaurant/banquet facilities
- (3) Bidder's knowledge of the New Jersey market, law and requirements relating to golf course operations and restaurant/banquet facility operations
- (4) Bidder's credentials and certifications
- (5) Bidder's understanding of the scope of work and project requirements;
- (6) Bidder's general overview and approach in meeting the requirements of this RFP;
- (7) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP as ATTACHMENT #1;
- (8) Bidder's experience in successfully completing projects of a similar scope and size to that required by this RFP;
- (9) Qualifications and experience of Key Team Members/subconsultants assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP;
- (10) Overall quality of response to RFP; and
- (11) Quality of oral interview, if any.

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

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

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

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



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

**ATTACHMENT #1  
SCOPE OF SERVICES**

**FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY  
PROFESSIONAL MANAGEMENT AND MAINTENANCE FOR  
FORT MONMOUTH SUNEAGLES GOLF COURSE AND  
ASSOCIATED BANQUET/RESTAURANT FACILITIES**

## **Scope of Services**

### **I. Assignment:**

It is the intention of the Authority that the golf course continues to be operated in a similar manner to that which it has been operated traditionally, with excellent services, responsiveness, and sensitivity to patrons with military and non-military backgrounds alike. Further, the Authority requires that the fee schedule that currently is used for greens fees, cart fees, memberships, and other such fees, for the 2011 season continue to be in effect through December 31, 2011. It is anticipated that the Authority would authorize an increase in fees of up to 20%, beginning January 1, 2012 for the 2012 season; and an additional increase of up to 10%, beginning January 1, 2013 for the 2013 season. It is the Authority's intention to protect the current patrons from exposure to undue fee increases that may be necessary in the long-run to maintain the fee schedule at or near market rates, until after the 2013 season.

The consultant will provide the Authority with a monthly written accounting of all revenues, costs, and related financial and non-financial data, for the month and year-to-date, with supporting details, in accordance with generally accepted accounting principles.

### **II. Specific Tasks:**

#### **1. Business Management and Operations Tasks**

##### **a. Pro Shop**

- operate pro shop on a schedule consistent with time of year and weather
- sell greens fees, merchandise, equipment
- schedule tee times, control starts and rate of play
- enforce golf course rules related to dress, behavior, and rate of play
- Attract private tournaments for play and luncheons/dinners (Gibbs Hall)
- Run Members Tournaments

##### **b. Memberships**

- sell memberships or respond to membership requests to include: Full; Senior; and Limited Memberships

##### **c. Cash Flows**

- oversee, manage, and account for all elements of revenue and expenses
- maintain auditable financial records of all transactions
- Create Annual Budget using quarterly data

#### **2. Maintenance Tasks**

- d. Perform all maintenance functions consistent with normal golf course operations, to include but not be limited to: mowing fairways, rough, and greens; maintaining sand traps, tee boxes, cart paths, piping and electrical systems; maintain golf carts; removing brush and obstructions
  - e. Perform cleaning and repairs to clubhouse, outbuildings, and all other facilities on the property, as needed for continued use and operation
  - f. Prepare for winterization of golf course, piping systems, buildings, golf carts, and all other facilities, equipment, and tools, to minimize weather damage and deterioration
  - g. Perform all treatments and sprayings to greens, fairways, tee boxes as the current season winds down, and in preparation for next year's season
  - h. Oversee, manage, and account for all elements of maintenance expenditures and costs; and maintain auditable financial records of all expenditures and costs
3. Gibbs Hall and Sal's 19th Hole
- a. Oversee operation of Gibbs Hall and Sal's 19th Hole in a manner consistent with similar such venues, to support golfers, visitors, parties, weddings, conferences to the satisfaction of attendees
  - b. Oversee, manage, and account for all elements of maintenance expenditures and costs; and maintain auditable financial records of all transactions
  - c. Perform all cleaning and maintenance and repair tasks to maintain quality and functionality of both venues, preparation for winter, and subsequent use in spring

### **III. TIMETABLE**

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

|   |                                      |
|---|--------------------------------------|
| <b>Approval of Appointment of Consultant of Record by Authority Board</b> | <b>On or about August 17, 2011</b>   |
| <b>Expiration of Gubernatorial Veto</b>                                   | <b>On or about September 6, 2011</b> |
| <b>Project Initiation Meeting</b>   | <b>On or about September 6, 2011</b> |
| <b>Project Start Date</b>   | <b>On or about September 6, 2011</b> |

**ATTACHMENT #2**

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

**AND**

**OWNERSHIP DISCLOSURE FORM**



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

| <b>For AGENCY USE ONLY</b>              |                      |
|---|----------------------|
| <b>General Information</b>              |                      |
| Solicitation, RFP or Contract No. _____ | Award Amount _____   |
| Description of Services _____           |                      |
| <b>Agency Contact Information</b>       |                      |
| Agency _____                            | Contact Person _____ |
| Phone Number _____                      | Agency Email _____   |

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

**Business Type**

|  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Professional Corporation      | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> 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 _____        |

Add a Contribution

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



#### Part 4: Certification

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

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

(CHECK ONE BOX A, B or C)

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

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

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

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Date \_\_\_\_\_

Title/Position \_\_\_\_\_

#### **Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> 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.

|                                    |
|------------------------------------|
| <b>Public Law 2005, Chapter 51</b> |
|------------------------------------|

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

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

### **Background Information**

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

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

### **Two-Year Certification Process**

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

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

### **Instructions for Completing the Forms**

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

#### **Part 1: VENDOR INFORMATION**

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

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

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

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

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

**Public Law 2005, Chapter 51**

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

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

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

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

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

**Part 3: DISCLOSURE OF CONTRIBUTIONS MADE**

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

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

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

**Date of Contribution** – Indicate the date of the contribution.

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

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

**Contributor Name** – Enter the full name of the contributor.

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

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

**Part 4: CERTIFICATION**

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

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

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

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

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

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

- **“Vendor”** means the contracting entity.
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.<sup>1</sup>
- **“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).

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

**Public Law 2005, Chapter 51**

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

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

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

**Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us) or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> 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>.

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

ATTACHMENT #3

AFFIRMATIVE ACTION  
SUPPLEMENT



**Affirmative Action Supplement**

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

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

**PLEASE CHECK APPROPRIATE BOX (ONE ONLY)**

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



## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

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

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

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

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

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

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

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

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

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

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

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

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

**Racial/Ethnic Groups will be defined:**

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

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

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

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

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

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

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

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

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

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

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

### TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

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

|                   |               |            |                               |
|-------------------|---------------|------------|-------------------------------|
| Official Use Only | DATE RECEIVED | INAUG DATE | ASSIGNED CERTIFICATION NUMBER |
|                   |               |            |                               |

**SECTION B - EMPLOYMENT DATA**

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

| JOB Categories                                       | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN  |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
|--|---|----------------|------------------|-------|----------|-----------------|-------|---------|-------|----------|-----------------|-------|---------|--|
|  | All Employees   |                |                  |       |          |                 |       | MALE    |       |          |                 |       |         |  |
|  | Total<br>(Cols. 2 & 3)  | COL. 2<br>MALE | COL. 3<br>FEMALE | Black | Hispanic | Amer.<br>Indian | Asian | Non Min | Black | Hispanic | Amer.<br>Indian | Asian | Non Min |  |
| Officials/Managers                                   |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Professionals  |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Technicians  |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Sales Workers  |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Office & Clerical                                    |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Craftworkers<br>(Skilled)                            |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Operatives<br>(Semi-Skilled)                         |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Laborers<br>(Unskilled)                              |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Service Workers                                      |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Total  |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Total employment<br>From previous<br>Report (if any) |   |                |                  |       |          |                 |       |         |       |          |                 |       |         |  |
| Temporary & Part<br>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?15. IF NO, DATE LAST  
REPORT SUBMITTED13. DATES OF PAYROLL PERIOD USED  
FROM:

TO:

☐ YES    ☐ NO

**SECTION C - SIGNATURE AND IDENTIFICATION**

|  |           |       |      |
|--|-----------|-------|------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE | DATE |
|  |           |       |      |

|                          |      |        |       |          |                       |
|--------------------------|------|--------|-------|----------|-----------------------|
| 17. ADDRESS NO. & STREET | CITY | COUNTY | STATE | ZIP CODE | PHONE, AREA CODE, NO. |
|                          |      |        |       |          |                       |

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

## ATTACHMENT #4

### FEE SCHEDULE

## SUNEAGLES FEE SCHEDULE TO FMERA

| MONTH     | PROPOSED FEE |
|-----------|--------------|
| October   |              |
| November  |              |
| December  |              |
| January   |              |
| February  |              |
| March     |              |
| April     |              |
| May       |              |
| June      |              |
| July      |              |
| August    |              |
| September |              |

**Bidder's Name:** \_\_\_\_\_

**Bidder's Address:** \_\_\_\_\_

**Bidder's FEIN:** \_\_\_\_\_

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

ATTACHMENT #5

STANDARD TERMS AND CONDITIONS

## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

**II. Applicability and incorporation of standard terms and conditions:**

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

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

### **III. Consultant's Status and Responsibilities:**

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

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

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

#### **D. Responsibilities of Consultant:**

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

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

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

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

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

**G. Indemnity/Liability to Third Parties:**

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



3. The Consultant further agrees that:

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

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

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

**J. No Waiver of Warranties or Remedies at Law or Equity:** Nothing in the Contract shall be construed to be a waiver by the Authority or any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an authorized officer of the Authority. Further, nothing in the Contract

shall be construed to be a waiver by the Authority of any remedy available to the Authority under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an authorized officer of the Authority.

- K. Publicity:** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by the Authority.

#### **IV. Contractual Relationship:**

- A. Assignment:** The Consultant shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of the Authority. Any assignment or transfer of the Consultant's rights under the Contract without the prior written consent of the Authority shall not relieve the Consultant of any duty; obligation or liability assumed by it under the Contract and shall be cause for termination of the contract award.

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

1. **Merger or Acquisition:** If, subsequent to the award of any contract, resulting from the RFP, the Consultant shall merge with or be acquired by another firm, for purposes of this Contract only, the documents set forth below must be submitted to the Authority for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award upon ten (10) days notice by the Authority to the Consultant. In such case, the provisions of VI.C. and VI. D shall apply. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.
  - a) Corporate resolutions prepared by the awarded Consultant and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.
  - b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, Chapter 271 Vendor Certification and Political Disclosure Form, Public Law 2006, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all updated information, including ownership disclosure, pursuant to the provisions contained herein.
  - c) The acquirer's or resulting entity's Federal Employer Identification Number.
  - d) Ownership Disclosure: Within thirty (30) days after any merger or acquisition, the Consultant must disclose the names and addresses of all of its owners and potential owners which hold or may acquire

10% or more of its stock or interest. The Consultant has the continuing obligation to notify the Authority of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Authority.

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

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

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

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

**A. Corporate Authority:**

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

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

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

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

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

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

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

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

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

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

**F. Business Registration:**

1. All New Jersey and out of State Corporations must obtain a Business Registration Certificate ("BRC") from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.
2. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every 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](http://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. Payments by Consultant:** The Consultant shall submit payments to the Authority no less frequently than every 30 days. Supporting information containing specific details and proof of revenues received, operating costs paid and completion of the tasks completed shall be provided. Payment will not be accepted until the Authority has approved payment. All compliance documentation must be provided with payments.

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

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

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



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

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

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

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

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

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

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

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

