

**REQUEST FOR PROPOSALS**  
**FOR**  
**SANITARY SEWER SYSTEM EVALUATION CONSULTANT**

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

Date Issued: November 7, 2008

**Responses due by 12:00 P.M. EST on December 8, 2008**

**MANDATORY PRE-PROPOSAL CONFERENCE**  
**To be held on November 21, 2008 at 9:30 A.M.**  
**at the offices of the Fort Monmouth Economic Revitalization Planning**  
**Authority**  
**2-12 Corbett Way**  
**Eatontown, New Jersey 07724**

# **REQUEST FOR PROPOSALS FOR SANITARY SEWER SYSTEM EVALUATION CONSULTANT**

## **1.0 PURPOSE AND INTENT**

The Fort Monmouth Economic Revitalization Planning Authority (the “Authority”), by means of this Request for Proposals for Sanitary Sewer System Evaluation Consultant (the “RFP”) is soliciting proposals from qualified firms interested in performing the services described herein as a Sanitary Sewer System Evaluation Consultant (the “Consultant”) to perform a sanitary sewer system evaluation of Fort Monmouth, consisting of the Main Post and Charles Wood Area sanitary sewer systems. The Authority will select one firm to provide the sanitary sewer system evaluation.

The Consultant will be engaged for a term of up to a maximum of 180 calendar days, commencing with the date of appointment which is expected to be on or about January 6, 2009. The Authority reserves the right to extend the term of engagement for a period of six (6) months.

## **2.0 BACKGROUND**

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

The Authority is seeking a Consultant to conduct a sanitary sewer system evaluation of specific manholes, pump stations and pipes that may be reused in the redevelopment of the Fort Monmouth property, which consists of the Main Post and the Charles Wood Area. Specific activities to be performed by the Consultant include, but are not limited to: Manhole Inspections; CCTV Inspections; Pump Station Evaluation; and Flow Monitoring.

For background information on Fort Monmouth itself, see Attachment #2.

## **3.0 PROPOSAL SUBMISSION**

**Twelve (12) copies** of the proposal (one (1) unbound, original; ten (10) bound copies; one (1) copy in PDF format on a CD) must be submitted marked “**Sanitary Sewer System Evaluation Consultant**” and addressed to:

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

**Proposals must be received by December 8, 2008 at 12:00 p.m. Eastern Standard Time.**

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

**A Mandatory Pre-Proposal Conference** will be held at **9:30 a.m.** on **November 21, 2008** at the offices of the Authority at **2-12 Corbett Way, Eatontown, New Jersey.** 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 Kathryn Verrochi, Executive Assistant at [kathryn.verrochi@fmerpa.state.nj.us](mailto:kathryn.verrochi@fmerpa.state.nj.us) or at (732) 935-5966. Due to space limitations, please limit attendance of your firm's representatives at the Mandatory Pre-Proposal Conference to **no more than two (2) persons.**

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 the solicitation, whether by negligence or otherwise.

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

Responding firms may withdraw their proposals at anytime prior to the final 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). The proposal 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 the RFP. No special consideration shall be given after 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 Records Act, N.J.S.A. 47:1A-1 et seq.

The Authority reserves the right to hold oral interviews with any or all of the firms submitting a proposal. The Authority expects to hold oral interviews, if any, on or about December 15, 2008. If held, each firm being requested to attend oral interviews will be notified by the Authority on or about December 12, 2008.

Communications with representatives of the Authority concerning this RFP, by you or on your behalf, are **NOT** permitted during the term of the submission and selection process (except as set forth above regarding pre-registration and in Section 4.0 below). Communications regarding this RFP in any manner (except as set forth above regarding pre-registration and in Section 4.0 below) **will result in disqualification** from consideration of the firm seeking the appointment as Consultant pursuant to this RFP.

#### **4.0 QUESTIONS AND ANSWERS**

Potential bidders will be permitted to ask questions regarding any aspect of this RFP at the Mandatory Pre-Proposal Conference. The Authority will also accept questions regarding any aspect of this RFP via e-mail only until 5:00 p.m. EST on November 25, 2008, from all potential bidders. Questions should be directed via e-mail to:

**Rick Harrison, Deputy Director**  
**rick.harrison@fmerpa.state.nj.us**

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

#### **5.0 SCOPE OF SERVICES**

The Scope of Services to be provided by the Consultant pursuant to this RFP is attached hereto as Attachment #1.

#### **6.0 SUBCONTRACTING**

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

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

## 7.0 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.

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

## 7.1 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
- H. Potential Problems

All of the above items must be addressed in the Technical Proposal in the same order as stated above. Each firm's Technical Proposal will be based upon the evaluation criteria enumerated in Section 10.0 below. The Technical Proposal should be submitted on 8 ½ by 11 inch pages.

**All firms wishing to submit Proposals in response 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 3.0 above.**

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

### 7.1.A Cover Letter

The bidder must include a cover letter which indicates the full name and address of the firm and the branch office location (if any) that will perform the services described in this RFP. The bidder must indicate the name and contact information for the individual who will be the senior contact person for the responding firm for this engagement. The bidder must also indicate whether the firm is operating as an individual proprietorship, partnership, corporation or a joint

venture. The cover letter should also indicate the state of incorporation of the bidder and list all licenses obtained by the firm enabling it to operate. The cover letter must also include identification of any and all subcontractors of the bidder.

#### 7.1. B References

The bidder must provide at least three (3) client references with contact names and telephone numbers.

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

The bidder shall provide a description of those projects which demonstrate the firm's prior experience with sewer system evaluation projects of a similar size and scope as Fort Monmouth. The bidder shall also include in the description of such projects of a similar size and scope as Fort Monmouth the total value of the sewer system evaluation study performed for such projects. The description of prior experience should include a demonstration of, but not limited to, the bidder's experience with sewer system inflow and infiltration evaluations, manhole inspections, CCTV inspection of sewer pipes, and flow monitoring.

#### 7.1. 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.

#### 7.1. 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 in the Technical Proposal 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.

#### 7.1. 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.

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

A resume of each Key Team Member must be included as part of the Technical Proposal.

#### 7.1. H Potential Problems

The bidder should set forth a summary, to the extent possible, of any and all problems that bidder anticipates during the term of the engagement. For each problem identified, the bidder should provide its proposed solution.

## 7.2 **INSTRUCTIONS FOR SUBMITTING A COST PROPOSAL**

The bidder shall provide a complete fee schedule, which shall include the fixed fee per unit cost to complete each task and subtask listed in the Scope of Services (attached hereto as Attachment #1), The bidder should also include a statement of any assumptions or exclusions underlying the bidder’s Cost Proposal. The bidder shall also provide a total fixed fee based on the sum of all tasks and subtasks to be performed. This total fixed fee shall be the bidder’s firm fixed price to perform the services requested pursuant to the RFP. Please use the Fee Schedule Form attached hereto as Attachment #6 to present your firm’s proposed fees for this engagement. If the Fee Schedule does not contain a specific category applicable to your firm’s proposed fees, please append such additional information to the Fee Schedule Form.

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

## 8.0 **GARRISON SECURITY AND OTHER REQUIREMENTS**

### 8.1 Personnel Security Requirements

All team members requiring physical access to the Fort Monmouth property, as well as access to confidential documents, maps and drawings, must be United States citizens and will be required to pass a U.S. Army background check and possess government-issued photo identification. Team members requiring access to Fort Monmouth will be issued temporary passes for the term of the engagement for entry onto Fort Monmouth property. Team members will be required to into non-disclosure and confidentiality agreements pertaining to access of confidential documents, maps and drawings concerning Fort Monmouth.

## **8.2 Equipment and Vehicle Storage and Security Requirements**

All vehicles and equipment needed to perform the tasks set forth in the Scope of Services will be subject to security inspection each time they enter any portion of Fort Monmouth. Arrangements can be made to store vehicles and equipment at Fort Monmouth overnight to avoid the daily security inspections.

## **8.3 On-site Hours of Work**

On-site work will be limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. No on-site work will be permitted on Federal holidays. Any exception to the hours of work is subject to the approval of the U.S. Army Garrison at Fort Monmouth and requires a fourteen (14) day advance notice.

## **8.4 Availability of Water and Provisions for Dumping of Waste Resulting From Cleanout**

One water hydrant will be designated in both the Charles Wood Area and the Main Post of Fort Monmouth to make water available for cleaning equipment. Also, one manhole, located at the Main Post area of Fort Monmouth, will be specified for the decanting of water from waste collected during any clean-out activity. The Consultant will be responsible for any solid waste disposal, which results from any of the Consultant's activities in performing the tasks set forth in the Scope Services.

## **8.5 Property Damage Caused by the Consultant**

The Consultant is responsible to repair/restore in kind, any damage to property resulting from the Consultant's activities in performing the tasks required by this engagement, including, but not limited to: damage to pavement, turf, curbing and vegetation.

## **9.0 MISCELLANEOUS DOCUMENTS**

The following documents must be included with the Proposal in order for the Proposal to be considered responsive:

1. New Jersey Business Registration Certificate. A valid New Jersey Business Registration Certificate is required. If the firm is not already registered with the New Jersey



Division of Revenue, the form should be completed, online, at the Division of Revenue website at: <http://www.state.nj.us/treasury/revenue/index.html>.

2. Chapter 51. Pursuant to Public Law 2005, Chapter 51 (“Chapter 51”), State departments, agencies and authorities, such as the Authority, are precluded from awarding contracts exceeding \$17,500 to vendors who make certain political contributions on and after October 15, 2004, to avoid any appearance that the selection of Authority contractors is based on the contractors’ political contributions. Chapter 51 also requires the disclosure of all contributions to any political organization organized under 26 U.S.C. 527 that also meet the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Please refer to Attachment #3 which explains the requirements of Chapter 51. Failure to submit the attached certification form(s) and disclosure form(s) shall be cause for rejection of your firm’s proposal.** The firm selected to provide services to the Authority as the Consultant shall maintain compliance with Chapter 51 during the term of their engagement.

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

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

5. Public Law 2006, Chapter 16 Political Contributions Certification. Pursuant to Public Law 2006, Chapter 16 (“Chapter 16”), the Authority is precluded from entering into a contract having an anticipated value in excess of \$17,500, with a “business entity”, if, on or after September 1, 2004, or 18 months prior to the dissemination of a request for proposals, the business entity has made a contribution that is reportable by the recipient under P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.) to the candidate committee of any person serving as a member of the Authority when the contract is awarded or to the State, county or municipal committee of the political party to which any person serving as a member of the Authority belongs when the contract is awarded. **Please see Attachment #4 for the form of the Chapter 16 political contributions certification. Failure to submit the Chapter 16 political contributions certification shall be cause for rejection of your firm’s proposal.**

A business entity that has entered into a contract, having a value in excess of \$17,500, with the Authority, shall not make, during the duration of the contract, a contribution that is reportable by the recipient under P.L. 1973, c. 83 to the candidate committee of any person serving as a member of the Authority or to the State, county or municipal committee of the

political party to which any person serving as a member of the Authority belongs. **Please note: The selected firm will be required to submit a political contributions certification on an annual basis in substantially the same form as Attachment #4.**

For purposes of the Chapter 16 political contributions certification, a “business entity” has the same meaning as prescribed by section 5 of Public Law 2005, Chapter 51. Please see Attachment #3 for the definition of “business entity”.

6. Standard Terms and Conditions. By submitting a Proposal, the firm agrees that if selected, it shall be bound by the Standard Terms and Conditions attached hereto as Attachment #5.

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

7. Confidentiality Agreement. The firm appointed as Consultant will be required to enter into a confidentiality agreement with the Authority, the form of which will be provided to the firm to be appointed as Consultant 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 Consultant. The form of the confidentiality agreement is not subject to negotiation and no proposed comments or revisions will be entertained by the Authority.

## **10.0 SELECTION PROCESS**

**10.1** 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 proposal, if necessary.

**10.2** An evaluation committee will review and score each Technical Proposal pursuant to the criteria specified below in Section 10.3.

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

- (1) Bidder’s general overview and approach in meeting the requirements of this RFP;
- (2) Bidder’s detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP as Attachment #1;
- (3) Bidder’s experience in successfully completing projects of a similar scope and size to that required by this RFP;
- (4) Qualifications and experience of Key Team Members assigned to work with the Authority;
- (5) Overall quality of response to RFP; and.
- (6) Quality of oral interview, if any

**10.4** 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.

**10.5** Proposals will receive a final technical ranking based on the Technical Proposal's evaluation, except that, at its sole option, the Authority may conduct interviews, and such interviews, when employed, shall determine the final technical ranking, based on the evaluation criteria.

**10.6** Following the final technical ranking, the Cost Proposals will be opened and evaluated by Authority staff. Using the Cost Proposals as a guideline, the Authority shall negotiate engagement with the firm with the highest-ranked Technical Proposal, at a compensation level that the Authority determines to be fair and reasonable. Should the Authority be unable to negotiate a satisfactory engagement with any such firm, the Authority may select additional firms in order of their ranking and continue negotiations until an agreement is reached or, at its option, the Authority may reject any or all Proposals. The Authority reserves the right to negotiate and/or request best and final offers from the selected bidder, as the Authority may deem appropriate in its sole discretion.

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

## **ATTACHMENT #1 SCOPE OF SERVICES**

All services set forth below are to be performed by the Consultant at both the Main Post and Charles Wood Area sanitary sewer systems.

### **A. Manhole Inspections**

The identified manholes in the sanitary sewer system shall be inspected for general construction, condition and evidence of inflow, infiltration or surcharging. Manholes are identified by number. Other manholes encountered in the area to be inspected shall also be inspected and their location in the system identified. The interior of each manhole shall also be video recorded and documented similar to what is required for the CCTV inspection in Section B. below.

The Authority will provide the Consultant with the following:

- System drawings in hard copy and PDF Format.
- A list of manholes to be inspected.
- Assistance with locating manholes (on a as needed basis).

The Consultant will be responsible for performing the following tasks:

- Provide/develop an inspection form. (For an example, see Attachment #1 - Exhibit #1; the Consultant may use another type of form as long as it provides similar information).
- Measure depth of each manhole (rim to lowest invert).
- Confirm the size and number of connections.
- Perform video inspection of each manhole.

The Consultant shall provide a draft of the manhole inspection report for review and comment by the Authority thirty (30) days prior to submitting the final Report of Recommendations (as described in Section F. below).

The Consultant shall provide the Authority with the following deliverables (to be submitted as attachments to the final Report of Recommendations) in connection with the tasks performed as set forth in this Section A:

- Twelve (12) copies of manhole inspection reports typed and bound in alphanumerical order with a reference map showing manhole numbers and summary of conditions observed.
- Six (6) sets of videos in DVD format.

### **B. CCTV Inspection**

The Consultant shall perform pipeline internal inspections of the sanitary sewer system located at the Main Post and the Charles Wood Area of Fort Monmouth. Sewers to be inspected shall be cleaned sufficiently for televising and video recording. Specific fire hydrants will be identified for use in obtaining cleaning water at no charge to the Consultant. Videos shall be in color and

have a voice-over describing notable features as well as providing computer-generated inspection reports.

The Authority will provide the Consultant with the following:

- Assistance with locating manholes (on a as needed basis).
- Identify water hydrants for the Consultant's use (see RFP, Section 8.4).
- Identify manhole(s) for the Consultant's use when decanting liquid from vacuum truck(s) or temporary holding vessel(s) (see RFP, Section 8.4).

The Consultant will be responsible for performing the following tasks:

- Recording pipe conditions in accordance with the National Association of Pipeline Sewer Service Companies' (NASSCO) Pipeline Assessment and Certification Program (PCAP).
- Documenting the number and location of connections (laterals).
- Documenting of Material – (Spacing of Joints).
- Indicating and documenting pipe slope using an inclinometer.
- Cleaning the pipes sufficient for proper video inspection, and removal and disposal of solid waste. The Consultant shall make a maximum of five (5) passes with a jetting nozzle to remove debris before considering the pipeline unsuitable for video inspection. If the Consultant determines that a pipeline is unsuitable for video inspection, the Consultant shall inform the Authority and shall document the attempts made and the conditions, to the extent possible, causing the unsuitability of the pipeline for inspection.
- Documenting promptly all observed substantial infiltration and inflow and critical structural damage or blockages.
- Providing corrections to the sanitary sewer system drawings as encountered. The Consultant shall provide a legible sketch (8-1/2" x 11") of any revised configuration. (No surveying required).

The Consultant shall provide a draft of the CCTV inspection report for review and comment by the Authority thirty (30) days prior to submitting the final Report of Recommendations (as described in Section F. below).

The Consultant shall provide the Authority with the following deliverables (to be submitted as attachments to the final report of recommendations) in connection with the tasks performed as set forth in this Section B:

- Six (6) sets of videos in DVD format with voice over.
- Twelve (12) copies of bound computer-generated reports and one (1) PDF copy of the computer-generated reports.
- Summary sheet(s) of observed conditions.
- System map with manholes identified (inserted into the report).

### **C. Pump Station Evaluation**

The Consultant shall evaluate the twelve (12) pumping stations located throughout the sanitary sewer system. Eleven (11) of these pumping stations were previously evaluated in 1981 (the

“1981 Evaluation Reports”). The 1981 Evaluation Reports will be provided to the Consultant. The Consultant will be required to update the information contained in the 1981 Evaluation Reports and for providing a similar report for the one (1) pumping station (pumping station #2291) not covered by the 1981 Evaluation Reports. A sample copy of the 1981 Evaluation Reports is attached as Attachment #1 - Exhibit #2 to this Scope of Services. Additionally, the Consultant will be required to provide additional information on the pumping stations as set forth below. Each pumping station report shall be retyped in a similar format as the 1981 Evaluation Reports or, if the Consultant deems it appropriate, in a different format providing the same or similar information.

The Authority will provide the Consultant with the following:

- Arranging for access to the pumping stations.
- Providing copies of 1981 Evaluation Reports

In addition to the tasks set forth above, the Consultant will also be responsible for performing the following tasks:

- Inspecting the pumping stations and preparing reports of the pumping station conditions. This report shall briefly address various structural, mechanical and electrical systems and components of each pumping station. The Consultant shall provide photographs of the exterior (2 photos) and interior (3 photos) of each of the Twelve (12) pumping stations.
- Determining sewerage tributary to each pumping station (desktop task)
- Reports shall specifically address the following:
  - Electric Service including auxiliary source.
  - Existing By-Pass Connection
  - Features contrary to N.J.A.C. 7:14A-23.10, -23.11 and -23.12.
- Performing drawdown test of each pumping station to determine the actual pumping rate.

The Consultant shall provide a draft of the pumping station inspection report for review and comment by the Authority thirty (30) days prior to submitting the final Report of Recommendations (as described in Section F. below).

The Consultant shall provide the Authority with the following deliverables (to be submitted as attachments to the final report of recommendations) in connection with the tasks performed as set forth in this Section C:

- Twelve (12) copies of the pumping station reports with pumping station individual reports bound together and color photos and one (1) copy in PDF format
- Six (6) copies of all printed material used to develop the report.
- Map showing sewerage tributary to each pumping station (bound with report)

## **D. Flow Monitoring**

The Consultant shall flow monitor all locations concurrently for four (4) consecutive weeks. Additional weeks for flow monitoring may be authorized by the Authority, at the sole discretion

of the Authority, if necessary. The Consultant shall verify the suitability of the metering manhole or may select an alternative manhole or manholes, to provide the required flow monitoring.

The Consultant shall evaluate the sewage tributary to the monitoring manhole and determine the amount of inflow and infiltration in that portion of the sanitary sewer system.

The Authority will provide the Consultant with the following:

- Assistance with locating manholes (on an as needed basis).
- Providing a map identifying sub-systems to be monitored and metering locations.
- Providing Two Rivers Water Reclamation Authority meter readings for the same monitoring period.

In addition to the tasks set forth above, the Consultant will also be responsible for performing the following tasks:

- Verifying that the selected manholes are suitable for flow monitoring or selecting alternative location(s) for flow monitoring.
- Providing flow monitoring using dual parameter (velocity, depth) meters for minimum of four (4) weeks. Flow monitoring should occur, if possible, through a one (1) inch total daily accumulation rainfall. Extension of the flow monitoring period will be at the Authority's sole direction. All locations shall be flow monitored concurrently.
- Installing a rain gauge on site for continuous flow monitoring (separate from existing on-site instrument).
- Providing raw data (15 minute intervals maximum) tabulated, daily maximum and minimum flow rates, rain fall total per day and computation of total daily flow, average and peak. Flow rates shall also be shown graphically.

The Consultant shall provide a draft of the flow monitoring report for review and comment by the Authority thirty (30) days prior to submitting the final Report of Recommendations (as described in Section F. below).

The Consultant shall provide the Authority with the following deliverables (to be submitted as attachments to the final report of recommendations) in connection with the tasks performed as set forth in this Section D:

- Six (6) copies of raw data and summaries, bound.
- One (1) copy in electronic (PDF) format.

## **E. Project Management**

In addition to general project management and administrative activities, the Consultant shall identify a Project Manager who will be the contact person for this engagement. The Project Manager will be required to conduct a minimum of five (5) monthly job meetings to be held at the offices of the Authority. The Project Manager and the Consultant shall attend any and all meetings as directed by the Authority. The Project Manager will also be responsible for making two (2) status presentations, one at the mid-point of the engagement and one at the final stages of

the engagement, to the Authority at its regular monthly board meetings, typically held at 7:00 p.m. at a location in one of the surrounding communities.

## **F. Report of Recommendations**

The Consultant shall provide the Authority with a report with the Consultant's recommendations (the "Report of Recommendations") on mitigating, resolving or improving the sanitary sewer system located at the Main Post and Charles Wood Areas of Fort Monmouth. The final Report of Recommendations is also required to include the reports produced by the Consultant in connection with the tasks performed as described in Sections A through D above.

The Authority will provide the Consultant with the following:

- Providing the previous two (2) years of water use and sewer flow data from existing records.

The Consultant will be responsible for performing the following tasks:

- Providing a summary of video inspection observances (from each prior task, as applicable).
- Providing a summary of manhole observances (from each prior task, as applicable).
- Evaluating inflow and infiltration in each sub-system and providing a description of apparent and potential causes of inflow and infiltration in each sub-system.
- Providing a summary of proposed pipe and manhole improvement recommendations.
- Providing a summary of proposed pumping station improvement recommendations.
- Providing individual cost estimate for improvements to the sanitary sewer systems at each of the Main Post and the Charles Wood Area of Fort Monmouth, respectively (The Consultant shall exclude costs associated with potential environmental concerns and restrictions and any other exclusions shall be identified by the Consultant.).

The Consultant shall provide a draft of the Reports of Recommendations for review and comment by the Authority fourteen (14) days prior to submitting the final reports of recommendations.

The Consultant shall provide the Authority with the following deliverables (to be submitted with the final Report of Recommendations of the Consultant) in connection with the tasks performed as set forth in this Section F:

### **Deliverables**

- Twelve (12) copies of the report.
- One (1) copy of the report in electronic (PDF) format.



**G. TIMETABLE [REVISE]**

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 by Authority Board</b>	<b>On or about December 19, 2008</b>
<b>Project Initiation Meeting</b>	<b>On or about January 8, 2009</b>
<b>Expiration of Gubernatorial Veto</b>	<b>On or about January 6, 2009</b>
<b>Project Start Date</b>	<b>On or about January 12, 2009</b>
<b>Interim Report - Authority Board Meeting</b>	<b>April 15, 2009</b>
<b>Final Report - Authority Board Meeting</b>	<b>June 17, 2009</b>
<b>Final Report and project completion</b>	<b>June 15, 2009</b>

ATTACHMENT 1  
EXHIBIT 1

VISUAL INSPECTION OBSERVATIONS

MUNICIPALITY \_\_\_\_\_ DATE \_\_\_\_\_

MINI-SYSTEM & KEY MANHOLE NO. \_\_\_\_\_ INSPECTORS \_\_\_\_\_

KEY MANHOLE LOCATION \_\_\_\_\_ TIME \_\_\_\_\_ AM / PM

WEATHER: SUNNY-FAIR-CLOUDY-SNOW-RAIN-SHOWERS-COLD-COOL-WARM-HUMID-  
HOT

TEMPERATURE: \_\_\_\_\_ °F

MANHOLE INSPECTION

COVER: ACCESSIBLE \_\_\_\_\_ OR BURIED \_\_\_\_\_

TRAFFIC INTERFERENCE: HEAVY \_\_\_\_\_ OR LIGHT \_\_\_\_\_

REMARKS (SAFETY HAZARDS, ETC.) \_\_\_\_\_

COVER: SOLID \_\_\_\_\_ VENTILATED \_\_\_\_\_ LOCKED \_\_\_\_\_ BOLTED \_\_\_\_\_

REMARKS \_\_\_\_\_

FRAME: LOW \_\_\_\_\_ SHIFTED \_\_\_\_\_ CROOKED \_\_\_\_\_ LOOSE \_\_\_\_\_

REMARKS \_\_\_\_\_

STEPS: MISSING \_\_\_\_\_ BROKEN \_\_\_\_\_ WORN \_\_\_\_\_

REMARKS \_\_\_\_\_

CORBELL: PRECAST \_\_\_\_\_ BLOCK \_\_\_\_\_ BRICK \_\_\_\_\_ POOR JOINTS \_\_\_\_\_ LEAKING \_\_\_\_\_

REMARKS \_\_\_\_\_

BARREL: PRECAST \_\_\_\_\_ BLOCK \_\_\_\_\_ BRICK \_\_\_\_\_ POOR JOINTS \_\_\_\_\_ LEAKING \_\_\_\_\_

REMARKS \_\_\_\_\_

BENCH: POURED \_\_\_\_\_ BRICK \_\_\_\_\_ OTHER \_\_\_\_\_ POOR \_\_\_\_\_ MISSING \_\_\_\_\_ DIRTY \_\_\_\_\_

REMARKS \_\_\_\_\_

CHANNEL: POURED \_\_\_\_\_ BRICK \_\_\_\_\_ PIPE \_\_\_\_\_ POOR \_\_\_\_\_ MISSING \_\_\_\_\_ DIRTY \_\_\_\_\_

REMARKS \_\_\_\_\_

PIPE SIZE \_\_\_\_\_" ACP \_\_\_\_\_ CLAY \_\_\_\_\_ CAST IRON \_\_\_\_\_ OTHER \_\_\_\_\_

REMARKS \_\_\_\_\_

DEPOSITIONS: DEBRIS \_\_\_\_\_ SLUDGE \_\_\_\_\_ SAND \_\_\_\_\_ GREASE \_\_\_\_\_ OTHER \_\_\_\_\_

REMARKS \_\_\_\_\_

HEIGHT OF SURCHARGE ABOVE INVERT: \_\_\_\_\_

OTHER REMARKS \_\_\_\_\_

**ATTACHMENT 1  
EXHIBIT 2  
EXAMPLE OF 1981 EVALUATION REPORT**

FORT MONMOUTH, N.J.  
INFILTRATION/INFLOW/EXFILTRATION ANALYSIS

TABLE 4

PUMP STATION SYSTEM TEST RESULTS						
PUMP STATION NO.	WET WELL DIMENSION	DISPLACEMENT DEPTH (FT.)	AVG. DRAW DOWN TIME MIN.-SEC.	AVG. WET WELL FILL UP TIME	PUMPING RATE GPM	
170D	40" dia.	0.5	(1) 0 - 17.5		112	
210		Station Not Accessible				
257	8' x 12"	0.5	(1) 0 - 36 (1) 0 - 37 (2) 0 - 29		598 582 743	
T-400	8' x 10	0.5	(1) 2 - 16 (1) 1 - 32 (2) 1 - 34		132 195 191	
491	8.1 x 10	1.0	(1) 1 - 36 (1) 1 - 35 (2) 1 - 17		379 383 472	
752	4 x 9	1.0	(1) 0 - 35 (1) 0 - 35 (2) 0 - 29		462 462 557	
949	4 x 9	1.0	(1) 0 - 42 (1) 0 - 42 (2) 0 - 38	1 - 21	385 385 425	
979	4 x 9.75	1.0	(1) 1 - 51 (1) 1 - 48 (2) 0 - 35		158 162 500	

( ) Indicates number of pumps being tested simultaneously

FORT MONMOUTH, N.J.  
INFILTRATION/INFLOW/EXFILTRATION ANALYSIS

TABLE 4 (Cont'd)

PUMP STATION SYSTEM TEST RESULTS

PUMP STATION NO.	WET WELL DIMENSION	DISPLACEMENT DEPTH (FT.)	AVG. DRAW		AVG. WET WELL FILL UP TIME	PUMPING RATE GPM
			DOWN TIME MIN.-SEC.	MIN.-SEC.		
1221	8 x 20	0.5	(1) 0 - 54			702
			(1) 0 - 32			1159
			(1) 0 - 26		16 - 0	1418
			(2) 0 - 25			1469
			(2) 0 - 24			1529
			(2) 0 - 20		18 - 0	1828
2018	45" dia.	0.5	(3) 0 - 19			1923
			(1) 0 - 40			68
			(1) 0 - 42		1 - 32	59
Gibbs Hall	46" dia.	0.5	(2) 0 - 14			177
			(1) 0 - 49			53
			(1) 2 - 14			19
2043	4 x 8	1.0	(2) 0 - 32			81
			(1) 1 - 06			218
			(1) 1 - 47			134
2603	4 x 10	1.0	(2) 0 - 58			248
			(1) 0 - 29			619
			(1) 0 - 28			641
			(2) 0 - 25			718

( ) Indicates number of pumps being tested simultaneously

FORT MONMOUTH, N.J.  
INFILTRATION/INFLOW/EXFILTRATION ANALYSIS  
PUMPING STATIONS CONDITION

Pump Station No. 210

Location: In field between buildings 209 and 210, off of Oceanport Avenue and the station area.

Year Built: 1975

Type: "Package Plant" with wet well below grade containing submersible pumps and motors.

Power Source: 3 phase 20A circuit breaker located in panel LP 1 inside building 210. All equipment is 220 volts.

Pumping Equipment:	Pump 1	Pump 2
Manufacturer:	Weil	Weil
Type:	4" SE	4" SE
Oper. Char. (gpm/tdh-ft):	55 @ 15'	55 @ 15'
Size (in.):		
Rated RPM:	1750 RPM	1750 RPM
Serial No.:	N/A	N/A

Motors:

Manufacturer:	Weil	Weil
Type:	Submersible	Submersible
Rated RPM:	1750	1750
H.P.:	1	1
Volts:	208 V	208 V
Amps:	N/A	N/A
Serial No.:	N/A	N/A

Starters: Located in building 210 but information not available

FORT MONMOUTH, N.J.  
INFILTRATION/INFLOW/EXFILTRATION ANALYSIS  
PUMPING STATIONS CONDITIONS

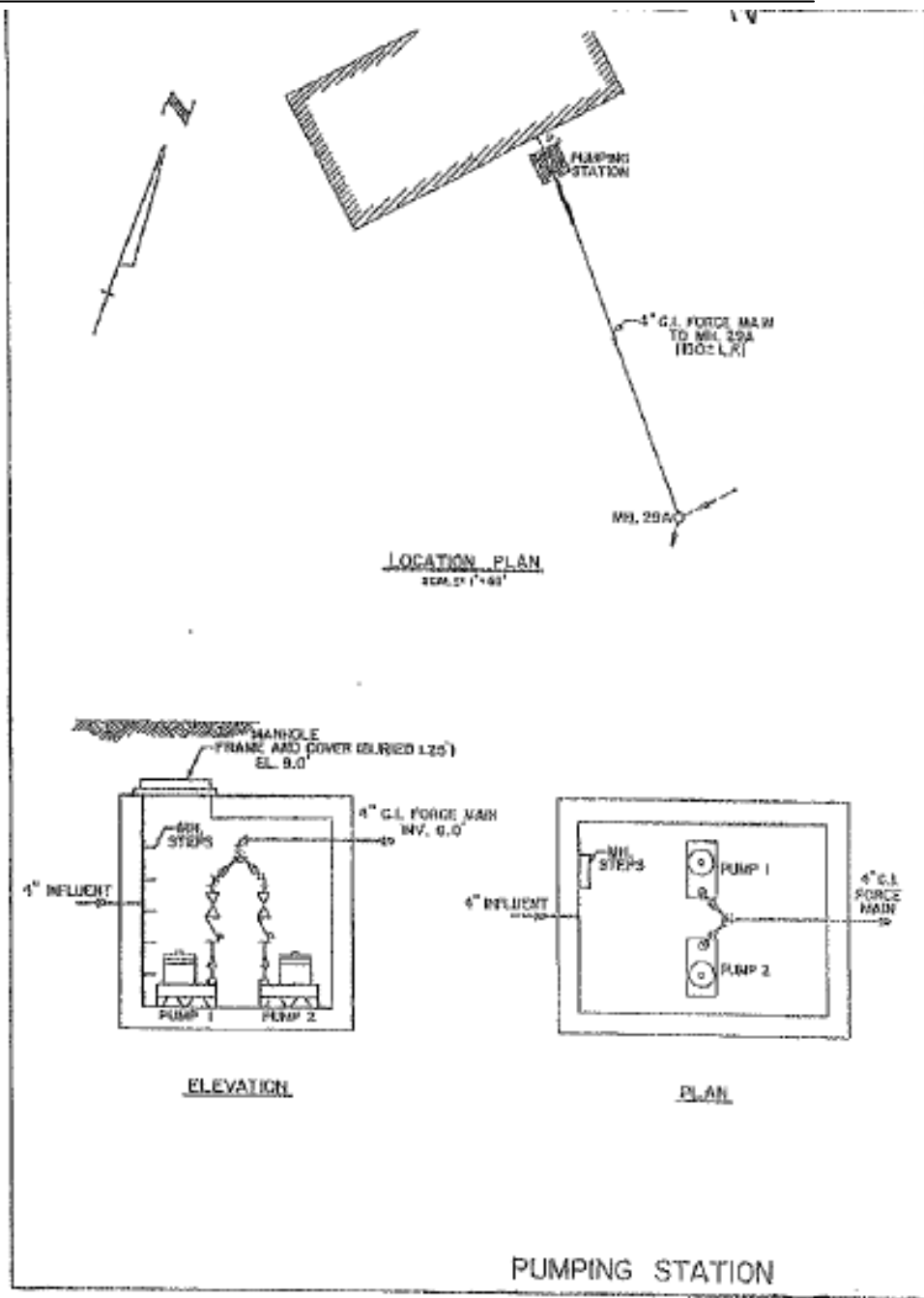
Pump Station No. 210

Controls: Wet well on/off controlled by Weil Series 8320 Mercury Type float switches.

Misc. Equipment: Alarm bell, warning light and noise silencer.

Force Main  
Size, length): Approximately 160 feet in length, made of 4" cast iron.

Condition of  
Station: Station consists of a 6' x 8' wet well with two submersible pumps. General conditions inside the station could not be checked due to inaccessibility. Covering to pump station consists of a three and a half foot diameter iron plate. This plate was originally covered over by several feet of earth.



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## ATTACHMENT #2

### BACKGROUND INFORMATION ON FORT MONMOUTH

- A. List of manholes and sewer sections to be inspected
- B. Master Plan General Sanitary – Sewer Map Fort Monmouth Drawing # 18-02-01 Dated 1 November 1985 – Sheet 6 of 15 - THIS MAP IS CONFIDENTIAL AND WILL BE AVAILABLE FOR VIEWING AT THE BIDDER'S CONFERENCE AND AT THE FMERPA OFFICES, 2-12 CORBETT WAY, EATONTOWN, NEW JERSEY, DURING NORMAL BUSINESS HOURS, MONDAY-FRIDAY FROM 8:30 AM – 4:30 PM
- C. Master Plan General Sanitary – Sewer Map Fort Monmouth Drawing # 18-02-01 Dated 1 November 1985 – Sheet 5 of 12 - THIS MAP IS CONFIDENTIAL AND WILL BE AVAILABLE FOR VIEWING AT THE BIDDER'S CONFERENCE AND AT THE FMERPA OFFICES, 2-12 CORBETT WAY, EATONTOWN, NEW JERSEY, DURING NORMAL BUSINESS HOURS, MONDAY-FRIDAY FROM 8:30 AM – 4:30 PM
- D. Map identifying sub-systems to be monitored and suggested monitoring locations - THIS MAP IS CONFIDENTIAL AND WILL BE AVAILABLE FOR VIEWING AT THE BIDDER'S CONFERENCE AND AT THE FMERPA OFFICES, 2-12 CORBETT WAY, EATONTOWN, NEW JERSEY, DURING NORMAL BUSINESS HOURS, MONDAY-FRIDAY FROM 8:30 AM – 4:30 PM



## ATTACHMENT #2 A

### FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION

#### **Charles Wood Area**

##### *Sheet 5 (125 structures)*

Structure to Structure	Diameter (inches)	Material	Length (feet)	Comments
23B - 23C	4	UNK	200	
SLS (Wet Well) - 2F	5	CI	200	
2F - 2G	6	CI	70	
37 - 37A	6	AC	140	
37B - 37B-1	6	UNK	240	
21A - 23B	6	UNK	300	
23B - 23	6	UNK	150	
23 - 23A	6	UNK	110	
19 - 18	8	UNK	55	
18 - 17	8	UNK	175	
17 - 16	8	UNK	185	Structure 16 is covered
16 - 15	8	UNK	160	
15 - 14	8	UNK	310	Structure 14 is covered
14 - 13	8	UNK	300	
13 - 12	8	UNK	170	
12 - 12A	8	UNK	90	12A has conc. Cover
12A - 12B	8	UNK	105	12B is inacc.
12B - 12C	8	UNK	100	12C is covered
12C - 12D	8	UNK	45	12D is covered
12 - 11	8	UNK	100	
11 - 10	8	UNK	330	
10 - 9	8	UNK	150	
SLS BLDG No 2043 - 5H	8	UNK	180	
5H - 5J	8	UNK	250	
5J - 5K	8	UNK	170	
5J - 5L	8	UNK	285	
5L - 5M	8	UNK	220	
SLS BLDG No 2043 - 5B	8	UNK	260	
5B - 5C	8	UNK	190	
5C - 5D	8	UNK	205	
5D - 5E	8	UNK	200	
5E - 5F	8	UNK	250	
5F - 5G	8	UNK	70	
45C - 45B	8	UNK	75	
45B - 45A	8	AC	190	
45A - 45	8	AC	215	
45 - 44	8	UNK	80	
44 - 44A	8	UNK	195	
44A - 44B	8	UNK	250	
44B - 44C	8	UNK	180	
44 - 43	8	UNK	215	
43 - 42	8	UNK	280	
42 - 41	8	AC	280	
41 - 40	8	AC	270	
31 - 31A	8	UNK	215	
32 - 32A	8	UNK	220	
32A - 32B	8	UNK	100	
33 - 33A	8	UNK	100	
33A - 33B	8	UNK	50	
33B - 33C	8	AC	100	
33C - 33D	8	UNK	120	
33A - 33E	8	UNK	70	
33E - 33F	8	AC	100	
33F - 33G	8	UNK	100	
33 - 34	8	UNK	110	
34 - 34A	8	UNK	140	

**FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION**

<b>Structure to Structure</b>	<b>Diameter (inches)</b>	<b>Material</b>	<b>Length (feet)</b>	<b>Comments</b>
34A - 34B	8	UNK	60	
23B - 23C	4	UNK	200	
37 - 37B	8	AC	130	
37B - 37C	8	UNK	120	
38 - 39	8	AC	300	
39 - 39A	8	UNK	90	
36 - 36A	8	UNK	120	
38 - 38A	8	UNK	60	
38A - 38B	8	AC	260	
38B - 38C	8	AC	230	
9 - 20	8	UNK	180	
20 - 21	8	UNK	420	
21 - 21A	8	UNK	355	
21 - 22	8	UNK	195	
22 - 22A	8	UNK	50	
22 - 23	8	UNK	400	
23 - 24	8	UNK	340	
1 - 1A	10	UNK	30	
1A - 6	10	AC	410	
6 - Hope Rd MH	10	UNK	180	Not in charge of Hope Rd. MH
Hope Rd MH - 5	10	Plastic	630	
36 - 37	10	UNK	340	
35 - 38	10	UNK	120	elbow with acid neutralizing tank
9 - 8	12	UNK	240	
40 - 8	12	UNK	400	
8 - 1	15	UNK	25	
1 - 2A	15	UNK	40	
2A - 2	15	UNK	40	
2 - 3	15	UNK	230	
3 - 4	15	UNK	330	
4 - 5	15	UNK	310	
8 - 25	15	AC	310	25 is covered
25 - 26	15	AC	280	
26 - 26A	15	UNK	40	
26 - 27	15	AC	220	
27 - 28	15	UNK	350	
28 - 29	15	UNK	370	29 is covered
29 - 30	15	UNK	330	
30 - 31	15	UNK	180	
31 - 32	15	UNK	100	32 is covered
32 - 33	15	UNK	70	
29 - 35	15	UNK	100	
35 - 36	15	UNK	60	
5 - 6	18	UNK	265	
6 - 7	18	UNK	160	
7 - 8	18	UNK	375	
8 - 9	18	UNK	285	
9 - 10	18	UNK	365	
10 - 11	18	UNK	365	
11 - 12	18	UNK	310	
12 - 13	18	UNK	410	
13 - 14	18	UNK	400	
14 - 15	18	UNK	333	
15 - 16	18	UNK	410	
16 - 17	18	UNK	310	
17 - 18	18	UNK	90	
18 - 19	18	UNK	65	
19 - 20	18	UNK	100	

**FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION**

Structure to Structure	Diameter (inches)	Material	Length (feet)	Comments
20 - 21	18	UNK	235	
21 - 22	18	UNK	135	
23B - 23C	4	UNK	200	
22 - 23	18	UNK	290	
23 - 24	18	UNK	150	
24 - 25	18	UNK	90	
		<b>TOTAL</b>	<b>24,208</b>	

<b>Charles Wood Area - Summary</b>	
Diameter (inches)	Length (feet)
4"	200
5"	200
6"	1,010
8"	11,720
10"	1,710
12"	640
15"	3,385
18"	<u>5,343</u>
<b>TOTAL</b>	<b>24,208</b>

FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION

**Main Post**

*Sheet 6 (288 structures)*

Structure to Structure	Diameter (inches)	Material	Length (feet)	Comments
119C - LH119C	5	UNK	50	
9 - 9A	6	UNK	160	
9A - 9C	6	UNK	150	
9A - 9B	6	UNK	50	9B is covered
9B - 9D	6	UNK	170	
9D - 9E	6	UNK	70	9E is covered
9E - 9F	6	UNK	100	
15 - 15A	6	UNK	370	
15A - 15A-1	6	UNK	200	
15A-1 - 15A-2	6	UNK	100	
15A-2 - 15B	6	UNK	100	
19C - 19D	6	AC	100	
22 - 22A	6	UNK	300	
24 - 24A	6	UNK	410	
38 - 38A	6	UNK	190	
72A - 72B	6	UNK	200	
SLS BLDG No. 979 - 81 A	6	UNK	200	
86 - 86A	6	UNK	310	
90 - 90A	6	UNK	50	
90A - 90B	6	UNK	240	
93 - 93A	6	CI	250	
118 - 118C	6	UNK	300	
119A - 119B	6	UNK	100	
119B - 119C	6	UNK	100	
127 - 127A	6	UNK	250	
142 - 143	6	CI	210	
155-1 - 155-1A	6	UNK	120	
155-1A - 155-1B	6	UNK	170	
162 - 162A	6	UNK	350	
164 - 164A	6	UNK	350	
166 - 166A	6	UNK	340	
170 - 170B	6	UNK	50	
170B - 170C	6	UNK	200	
171B - 171C	6	UNK	110	
173 - 173A	6	UNK	140	
175 - 175A	6	UNK	150	
13 - 13A	8	UNK	100	
13A - 14	8	UNK	130	
14 - 15	8	UNK	350	
19 - 19A	8	UNK	100	
19A - 19B	8	UNK	70	
19B - 19E	8	UNK	300	
19E - 19F	8	UNK	100	
19B - 19G	8	UNK	100	
19G - 19C	8	UNK	80	
19 - 20	8	UNK	200	
20 - 20A	8	UNK	170	
20A - 20B	8	UNK	160	
20B - 20C	8	UNK	270	
26 - 26A	8	UNK	400	
26A - 26B	8	UNK	230	
26B - 26C	8	UNK	120	
26C - 26D	8	UNK	70	
26C - 26E	8	UNK	110	
26 - 27	8	UNK	320	
27 - 28	8	UNK	260	

FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION

Structure to Structure	Diameter (inches)	Material	Length (feet)	Comments
28 - 29	8	UNK	150	
29 - 29A	8	UNK	210	
29A - 29B	8	UNK	200	
18 - 18-1	8	UNK	60	
18-1 - 30	8	UNK	50	
30 -31	8	UNK	50	
31 - 32	8	UNK	130	
32 - 33	8	UNK	190	
33 - 34	8	UNK	80	
34 -34A	8	UNK	400	
34A - 34B	8	UNK	390	
34 - 35	8	UNK	100	
35 - 35-1	8	UNK	400	
35-1 - 36	8	UNK	90	
36 - 37	8	UNK	320	
37 - 38	8	UNK	360	
38 - 38B	8	UNK	350	
42 - 43	8	UNK	410	
44 - 45	8	UNK	130	
45 - 46	8	UNK	190	
46 - 46A	8	UNK	180	46A is covered
46 - 47	8	UNK	300	
47 - 47A	8	UNK	240	
47A - 47B	8	UNK	140	
47 - 48	8	UNK	145	
48 - 49	8	UNK	190	
62 - 62A	8	UNK	120	
62A - 62B	8	UNK	470	
62 - 62C	8	UNK	480	
61 - 61C	8	UNK	225	
61C - 61A	8	UNK	280	
61A - 61B	8	UNK	230	
57 - 56	8	UNK	175	
56 - 55	8	UNK	175	
55 - 54	8	UNK	70	
55 - 55A	8	UNK	50	
55A - 55B	8	UNK	130	
55B - 55C	8	UNK	150	
55D - 55E	8	UNK	230	
53A - 53B	8	UNK	240	
53D - Lift Station	8	UNK	40	
72 - 72A	8	UNK	140	
74 - 75	8	UNK	150	
78 - 78A	8	UNK	40	
78A - 78B	8	UNK	200	
78 - 78C	8	UNK	200	
80 - 81-1	8	UNK	110	
81-1 - 81	8	UNK	400	
81 - 82	8	UNK	240	
82 - 83	8	CI	240	
80 - 81-2	8	UNK	80	
81-2 - 84	8	UNK	240	
84 - 85	8	UNK	270	
85 - 85A	8	UNK	360	
85 - 86	8	UNK	300	
87 - 87A	8	UNK	230	
87A - 87B	8	UNK	150	
87B - 87C	8	UNK	200	

FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION

Structure to Structure	Diameter (inches)	Material	Length (feet)	Comments
95 - 95A	8	UNK	170	
95A - 95B	8	UNK	80	
95B - 95C	8	UNK	50	
95C - 95D	8	UNK	50	
95D - 95E	8	UNK	320	
95E - 95F	8	UNK	130	
95 - 96	8	UNK	200	
96 - 96A	8	UNK	280	
105 - 118	8	UNK	370	
70 - 70A	8	UNK	100	
70A - 70B	8	CI	150	
119 - 119A	8	UNK	150	
120 - 120B	8	UNK	230	
128 - 128A	8	UNK	160	
130 - 131	8	UNK	300	
132 - 132A	8	UNK	150	
134 - 134A	8	UNK	130	
134 - 135	8	UNK	240	128A is covered
136 - 136A	8	UNK	150	
139 - 139A	8	UNK	200	133 is covered
139 - 140	8	UNK	170	134 is covered
140 - 140A	8	UNK	200	
140 - 141	8	UNK	200	
138 - 142	8	UNK	360	136 is covered
142 - 142A	8	UNK	390	
142A - 142B	8	UNK	390	137 is covered
157 - 157A	8	UNK	350	
157A - 157B	8	UNK	250	
157B - 157C	8	UNK	280	
157 - 157D	8	UNK	140	
159 - 159A	8	UNK	160	
160 - 160A	8	UNK	70	
161 - 162	8	UNK	160	
162 - 163	8	UNK	200	
163 - 164	8	UNK	150	
164 - 165	8	UNK	220	
165 - 166	8	UNK	140	
166 - 167	8	UNK	190	
170 - 170A	8	UNK	280	
171 - 171A	8	UNK	150	
171 - 171B	8	UNK	100	
171 - 172	8	UNK	140	
172 - 173	8	UNK	170	
173 - 173B	8	UNK	140	
173B - 173C	8	UNK	110	
173 - 174	8	UNK	200	
174 - 175	8	UNK	210	
175 - 175B	8	UNK	80	
175B - 175C	8	UNK	100	
18 - 21	10	UNK	370	
21 - 22	10	UNK	250	
22 - 23	10	UNK	250	
23 - 24	10	UNK	220	
24 - 25	10	UNK	180	
25 - 26	10	UNK	80	
57 - 53	10	UNK	100	
53 - 52	10	UNK	60	
51 - PH T-400	10	UNK	60	

**FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION**

<b>Structure to Structure</b>	<b>Diameter (inches)</b>	<b>Material</b>	<b>Length (feet)</b>	<b>Comments</b>
51 - 50	10	UNK	350	
50 - 50A	10	UNK	50	
50 - 43	10	UNK	150	
53 - 53A	10	UNK	120	
53A - 53C	10	UNK	50	
SPH BLDG No 949 - 77	10	UNK	90	
77 - 77C	10	UNK	70	
77 - 78	10	UNK	50	
78 - 79	10	UNK	100	
79 - 80	10	UNK	80	
128 - 129	10	UNK	300	
129 - 130	10	UNK	300	
132 - 133	10	UNK	350	
133 - 134	10	UNK	410	
132 - 136	10	UNK	200	
136 - 137	10	UNK	310	
137 - 138	10	UNK	300	
138 - 139	10	UNK	200	
170 - 171	10	UNK	210	
63 - 62	12	UNK	70	
62 - 61	12	UNK	160	
61 - 60	12	UNK	100	
60 - 59	12	UNK	150	
69 - 70	12	UNK	330	
70 - 71	12	UNK	350	
71 - 72	12	UNK	370	
72 - 73	12	UNK	140	
73 - 73A	12	UNK	200	
89 - 90	12	UNK	140	
90 - 90-1	12	UNK	90	
90-1 - 91	12	UNK	250	
91 - 92	12	UNK	340	
92 - 92A	12	UNK	130	
92A - 92B	12	UNK	180	
92B - 92C	12	UNK	140	
92C - 92-1A	12	UNK	80	
92 - 92D	12	UNK	70	
92D - 92E	12	UNK	50	
92E - 92-1A	12	UNK	250	
92-1A - 93	12	UNK	50	
93 - 94	12	UNK	50	
94 - 95	12	UNK	150	
104 - 105	12	UNK	180	
Overflow Chamber - 125	12	UNK	80	
125 - 126	12	UNK	120	
126 - 127	12	UNK	160	
127 - 128	12	UNK	220	
128 - 132	12	UNK	350	
127 - 144	12	CI	100	139 is covered
144 - 145	12	CI	240	
161 - 168	12	UNK	250	
168 - 169	12	UNK	250	
169 - 169A	12	UNK	260	
169 - 170	12	UNK	260	
15 - 19	14	UNK	170	
15 - 18	14	UNK	60	
15 - 16	14	UNK	30	
16 - 16-1	14	CI	70	16-1 is covered

**FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION**

<b>Structure to Structure</b>	<b>Diameter (inches)</b>	<b>Material</b>	<b>Length (feet)</b>	<b>Comments</b>
16-1 - PH257	14	UNK	50	
87 - 88	14	CI	370	
88 - 89	14	CI	100	
87 - 103	14	CI	300	
103 - 104	14	UNK	150	
59 - 58	15	UNK	200	
58 - 57	15	UNK	150	
155-1 - 156	15	UNK	120	
156 - 157	15	UNK	150	
157 - 158	15	UNK	210	
158 - 159	15	UNK	200	
159 - 160	15	UNK	220	
160 - 161	15	UNK	300	
SPH BLDG No. T -752 - 87	16	UNK	70	
59 - 64	18	UNK	250	
64 - 65	18	UNK	270	
65 - 66	18	UNK	340	
66 - 67	18	UNK	100	
67 - 68	18	UNK	150	
68 - 69	18	UNK	220	
MH - Outfall	18	CI	70	
149 - 151	18	UNK	240	
151 - 152	18	UNK	200	
152 - 153	18	UNK	160	
153 - 154	18	UNK	220	
154 - 155	18	UNK	150	
155 - 155-1	18	UNK	90	
69 - 119	20	UNK	250	
119 - 120	20	UNK	190	
120 - 120A	20	UNK	140	
120A - 121	20	UNK	50	
121 - 122A	20	UNK	50	
122A - 122	20	UNK	50	
122 - 122B	20	UNK	200	
122 - 123	20	UNK	100	
123 - 124	20	UNK	80	
124 - Overflow Chamber	20	UNK	210	
Overflow - MH	20	UNK	20	
563 - 564	27	RCP	100	
564 - 565	27	RCP	293	
565 - 566	27	RCP	329	
566 - 567	27	RCP	346	
567 - 568	27	RCP	215	
568 - 569	27	RCP	288	
569 - 570	27	RCP	304	
570 - 571	27	RCP	304	
571 - 572	27	RCP	353	
572 - Meter	27	RCP	360	
Meter -TRWRA Interceptor	27	RCP	37	
Border - 1B	27	UNK	60	
1B - 2B	27	UNK	320	
2B - 3B	27	UNK	290	
3B - 4B	27	UNK	320	
		<b>TOTAL</b>	<b>53,939</b>	



FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION

<b>Main Post - Summary</b>	
<b>Diameter (inches)</b>	<b>Length (feet)</b>
5"	50
6"	6,660
8"	25,020
10"	5,260
12"	6,310
14"	1,300
15"	1,550
16"	70
18"	2,460
20"	1,340
27"	<u>3,919</u>
<b>TOTAL</b>	<b>53,939</b>

FORT MONMOUTH SANITARY SEWER SYSTEM INVENTORY OF STRUCTURES AND PIPES FOR EVALUATION

<b>Fort Monmouth - Both Facilities Combined (Main Post and Charles Wood)</b>		
<u>Line Size</u>	<u>Total (lf)</u>	<u>Manholes</u>
4"	200	413 UN
5"	250	
6"	7,670	
8"	36,740	
10"	6,970	
12"	6,950	
14"	1,300	
15"	4,935	
16"	70	
18"	7,803	
20"	1,340	
27"	<u>3,919</u>	
<b>TOTAL</b>	<b>78,147</b>	

<b>Charles Wood Area</b>		
<u>Line Size</u>	<u>Total (lf)</u>	<u>Manholes</u>
4"	200	125 UN
5"	200	
6"	1,010	
8"	11,720	
10"	1,710	
12"	640	
15"	3,385	
18"	<u>5,343</u>	
<b>TOTAL</b>	<b>24,208</b>	

<b>Main Post</b>		
<u>Line Size</u>	<u>Total (lf)</u>	<u>Manholes</u>
5"	50	288 UN
6"	6,660	
8"	25,020	
10"	5,260	
12"	6,310	
14"	1,300	
15"	1,550	
16"	70	
18"	2,460	
20"	1,340	
27"	<u>3,919</u>	
<b>TOTAL</b>	<b>53,939</b>	

ATTACHMENT #3

PUBLIC LAW 2005, CHAPTER 51  
DISCLOSURE AND CERTIFICATION FORMS

## Instructions

### Instructions for Completing "Contractor Certification and Disclosure of Political Contributions" Forms

#### Who Should Sign and Submit Certification and Disclosure Forms

Public Law 2005, Chapter 51 requires submission of a Certification and Disclosure form from each Bidder with which the State intends to contract, as well as other related individuals or entities, depending upon the Bidder's organizational structure. The following provides a summary of the most common requirements:

#### Where the Bidder is a corporation or other business organization:

Submit separate Certification and Disclosure forms for each of the following:

- The Bidder, certified by an officer or other authorized representative; AND
- All "Principals" of the Bidder's Business Entity; namely, any individual or entity owning or controlling more than 10% of the Bidder's Business Entity; AND
- Any subsidiary controlled by the Bidder's Business Entity; AND
- Any Political Organization (as defined above, under "Business Entity") controlled by the Bidder's Business Entity.

#### Ownership Disclosure Forms

In order to determine whether all required "Principals" of the Bidder have submitted the necessary forms, the Bidder must submit a copy of an Ownership Disclosure form. This disclosure is required by statute – see N.J.S.A. 52:25-24.2. Generally, the contracting agency will provide the appropriate form to use for this purpose. Otherwise, please use the Ownership Disclosure form available at the Division of Purchase and Property's website, at: <http://www.state.nj.us/treasury/purchase/forms/pbodf.pdf>.

**ONE FORM** may be used to submit compliance documentation on behalf of the Bidder and as a Principal (more than 10% owner) of the Bidder, as long as appropriate representatives have signed both in the space provided for signature on behalf of the company, as an officer or other authorized representative, and in the space provided for individual signature.

#### Where the Bidder is an individual (including a sole proprietor), not a corporation or other business organization:

Unless separate Certification and Disclosure forms are submitted, one Certification and Disclosure will be deemed to encompass all of the following persons or organizations:

- The Bidder; AND
- Any spouse or children of legal age, residing in the same household; AND
- Any Political Organization (as defined above) controlled by the Bidder's Business Entity.

**Examples**

**Scenario One:** *Two individuals each own 50% of the Bidder: **Three signatures** are required – one on behalf of the Bidder and one by each individual owner of more than 10% of the Bidder. NOTE: If one of the Principals (owners) signs on behalf of the Bidder, that Principal may also sign **the same form**, in his or her individual capacity. However, the other Principal must sign and submit a **separate** Certification and Disclosure form. Accordingly, either two or three separate Certification and Disclosure forms will be submitted.*

**Scenario Two:** *An individual owns 100% of a Bidder: **Two signatures** are required: the individual owner can submit one Certification and Disclosure form, provided he or she has **signed** in the space provided for signature on behalf of the Bidder (“ARROW #2”> “Certification on behalf of a company or organization”) **and** in the space provided for individual signature (“ARROW #3”> “Certification by an individual...”).*

**Scenario Three:** *Four individuals and one corporation each own 20% of the Bidder: **six signatures** are required – one by each individual and corporate owner of more than 10% of the Bidder, and one on behalf of the Bidder. NOTE: As in Scenario One, above, if one of the Principals (owners) signs on behalf of the Bidder, that Principal may also sign **the same form**, in his or her individual capacity.*

**Scenario Four:** *The Bidder is an individual, conducting business in his or her own name, or as a sole proprietorship: certification and disclosure by the Bidder applies to that person’s spouse and/or legal age child living in the same household, unless separate certification and disclosure forms are submitted.*

Additional scenarios are the subject of some of the Questions and Answers posted on the Division of Purchase and Property’s website. Please refer to that site, at <http://www.state.nj.us/treasury/purchase/execorder134.htm> for additional information, or to submit questions regarding the completion of Political Contribution Compliance (EO 134) forms.

**Continuing Disclosure Obligation**

Pursuant to Public Law 2005, Chapter 51, all business entities which have been awarded a State contract on or after October 15, 2004, in an amount in excess of \$17,500, have a continuing obligation to disclose all Contributions made during the term of such contract.

Such disclosures are to be submitted by the business entity to the Agency or Agencies which awarded the applicable contract(s). The disclosures are to be made using the standard Certification and Disclosure form, which may be downloaded from the Division of Purchase and Property’s website.

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Public Law 2005, Chapter 51

Formerly:



## Instructions

### Contractor Certification and Disclosure of Political Contributions

#### Agency Submission of Forms

The agency should submit the completed and signed Contractor Political Contribution Compliance (EO 134) and Ownership Disclosure forms, with an Executive Summary of Transaction form (available online at: [http://www.state.nj.us/treasury/purchase/forms/eo134/dpp\\_134\\_esp.pdf](http://www.state.nj.us/treasury/purchase/forms/eo134/dpp_134_esp.pdf)), **completed by the agency**, to:

EO 134 Review Unit  
P.O. Box 039  
33 West State Street, 4<sup>th</sup> Floor  
Trenton, New Jersey 08625

The agency should keep the original forms in its file, and submit copies to the EO 134 Review Unit.

#### Questions & Answers

Questions regarding the interpretation or application of **Public Law 2005, Chapter 51** (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134) (2004)) may be submitted electronically through the website of the Department of the Treasury, Division of Purchase and Property, <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to questions are posted at the website, as are additional reference materials and forms.

#### Definitions:

**“Chapter 51”** -- means Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).

**“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. It also 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; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) 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 (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

**“Contribution”** – means a contribution reportable by the recipient under the “New Jersey Campaign Contributions and Expenditures Reporting Act,” P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. Contributions made prior to January 1, 2005 in an amount in excess of \$400 during a reporting period are deemed “reportable” under these laws. As of January 1, 2005, contributions in excess of \$300 are deemed “reportable.”

References to **“Bidder”** include, but are not limited to, all entities which contemplate entering into a contractual relationship with the State, including vendors, potential vendors, contractors, consultants, sellers.

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Public Law 2005, Chapter 51

Formerly:

Executive Order  
**134**

Contractor Certification and Disclosure  
of Political Contributions

Solicitation No.: \_\_\_\_\_ Bidder: \_\_\_\_\_

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The Bidder (Vendor) should complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, **to the using agency, department or the Purchase Bureau**. Instructions for completing this form are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

**Part I: Certification**

I hereby certify as follows:

1. On or after October 15, 2004, the below-named person or entity has not 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 Bidder, pursuant to the terms of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).
  - a) **Within the 18 months immediately preceding the Solicitation (exclusive of any contributions made prior to October 15, 2004), 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
    - (ii) Any State or county political party committee.
  - b) **During the term of office of the current Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
    - (i) Any candidate committee and/or election fund of the governor; or
    - (ii) Any State or county 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 (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to**
    - (i) Any candidate committee and/or election fund of the Governor; or
    - (ii) Any State or County political party committee of the political party nominating the successful gubernatorial candidate in the last gubernatorial election.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.



Public Law 2005, Chapter 51

Formerly:

Executive Order  
**134**

Bidder: \_\_\_\_\_

**Part II: Disclosure**

Following is the required disclosure of all Contributions made from October 15, 2004, through the date of signing of this Certification and Disclosure to: (i) any entity designated and organized as a "political organization" under 26 U.S.C.A. § 527 that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1 or (ii) any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor; and any State or county political party committee. Such an entity is identified in the following chart as a "Committee."

**#1**

Name and Address of Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Currency, Check, Loan, In Kind	Donor
Indicate "none" if no Contributions were made. Attach additional pages if necessary.				

**Certification on behalf of a COMPANY or organization:**

I certify as an officer or authorized representative of the Company or Organization identified below 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.

**#2**

Name of Company or Organization: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

(check one) (A)  The Company or Organization is the Bidder, or (B)  The Company or Organization is a Principal (more than 10% ownership or control) of the Bidder, a Subsidiary controlled by the Bidder, or a Political Organization (eg, PAC) controlled by the Bidder.

**Certification by an individual – for use by the individual Bidder, or as a Principal (more than 10% ownership or control) of the Bidder, or as the spouse or child of the Bidder:**

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.

**#3**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: A person may certify BOTH as an officer or authorized representative of the Bidder, AND in his or her individual capacity, as a Principal of the Bidder.**



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Public Law 2005, Chapter 51

Contractor Certification and Disclosure  
of Political Contributions

Formerly:



Solicitation No.: \_\_\_\_\_ Bidder: \_\_\_\_\_

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The Bidder (Vendor) should complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the using agency, department or the Purchase Bureau. Instructions for completing this form are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

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    - (i) Any candidate committee and/or election fund of the Governor; or
    - (ii) Any State or County political party committee of the political party nominating the successful gubernatorial candidate in the last gubernatorial election.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof.

<b>OWNERSHIP DISCLOSURE FORM</b>																								
DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 W. STATE ST., 9 <sup>TH</sup> FLOOR P.O. BOX 330 TRENTON, NEW JERSEY 08625-0230			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>BID NUMBER</b></td> </tr> <tr> <td style="padding: 2px;">                     BIDDER: _____                      _____                 </td> </tr> </table>		<b>BID NUMBER</b>	BIDDER: _____ _____																		
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BIDDER: _____ _____																								
<p><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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%; text-align: left;">NAME</th> <th style="width: 25%; text-align: left;">HOME ADDRESS</th> <th style="width: 15%; text-align: left;">DATE OF BIRTH</th> <th style="width: 20%; text-align: left;">OFFICE HELD</th> <th style="width: 20%; text-align: left;">OWNERSHIP INTEREST (Shares Owned or % of Partnership)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)															
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<p><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 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.</p> <p style="text-align: center;"><b>If there are no owners with 10% or more interest in your firm, enter "None"</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%; text-align: left;">NAME</th> <th style="width: 25%; text-align: left;">HOME ADDRESS</th> <th style="width: 15%; text-align: left;">DATE OF BIRTH</th> <th style="width: 20%; text-align: left;">OFFICE HELD</th> <th style="width: 20%; text-align: left;">OWNERSHIP INTEREST (Shares Owned or % of Partnership)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)															
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	YES	NO																						
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2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	___	___																						
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)	___	___																						
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)	___	___																						
5. 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 revocation? (If yes, attach a detailed explanation for each instance.)	___	___																						
<p><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 answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements 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.</p> <p>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.</p>																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Company Name: _____</td> <td style="width: 40%; text-align: right;">_____ (Signature)</td> </tr> <tr> <td>Address: _____</td> <td style="text-align: right;">PRINT OR TYPE: _____ (Name)</td> </tr> <tr> <td>FEIN/SSN#: _____</td> <td style="text-align: right;">PRINT OR TYPE: _____ (Title)</td> </tr> <tr> <td></td> <td style="text-align: right;">Date _____</td> </tr> </table>					Company Name: _____	_____ (Signature)	Address: _____	PRINT OR TYPE: _____ (Name)	FEIN/SSN#: _____	PRINT OR TYPE: _____ (Title)		Date _____												
Company Name: _____	_____ (Signature)																							
Address: _____	PRINT OR TYPE: _____ (Name)																							
FEIN/SSN#: _____	PRINT OR TYPE: _____ (Title)																							
	Date _____																							

ATTACHMENT #4

FORM OF PUBLIC LAW 2006, CHAPTER 16 POLITICAL CONTRIBUTIONS  
CERTIFICATION

**PUBLIC LAW 2006, CHAPTER 16 POLITICAL CONTRIBUTIONS CERTIFICATION**

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 200\_.

Firm Name: \_\_\_\_\_

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

Name:

Title:

**ATTACHMENT #5**  
**STANDARD TERMS AND CONDITIONS**

## STANDARD TERMS AND CONDITIONS

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

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

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

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

“Contract” means a mutually binding legal relationship obligating the Contractor 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 Contractor, 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 Contractor.

“Contractor” 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 Proposal” or “RFP” means a request for offers or proposals to provide the sought after 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 Contractor 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 Contractor's terms and conditions conflict with the Authority's, the Authority's Standard Terms and Conditions will prevail, unless the Contractor is notified in writing of the Authority's acceptance of the Contractor's terms and conditions.

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

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

**B. Contractor's Certification as to its Representations:** The Contractor 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 Contractor 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 Contractor'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 Contractor's enforcement of its rights under the Contract including any and all claims at law or equity.

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

#### **D. Responsibilities of Contractor:**

1. The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Contractor under the Contract.
2. The Contractor 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 Contractor's performance of the Contract.

3. The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the Corporation has or may have for latent defects or errors or other breaches or warranty or negligence.
4. Except for those subcontractors identified in the Contractor's response to the RFP, the Contractor shall not hire, employ or otherwise engage subcontractors to furnish the performance contemplated by the Contract, unless the prior written approval of the Authority is obtained by the Contractor.
5. The Contractor's obligations under this clause are in addition to the Contractor'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 Contractor.

**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 Contractor 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 Contractor, 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 Contractor 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 Contractor further agrees that:



- a) Any approval by the Authority of the work performed by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;
- b) The Authority assumes no obligation to indemnify or save harmless the Contractor, 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 Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor 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 Contractor agrees to furnish free of charge, all information and copies of all records and documents which the Authority requests. The Contractor shall allow the Authority to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contractor pursuant to the Contract. Any failure by the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor's rights under the Contract without the prior written consent of the Authority shall not relieve the Contractor 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 Contractor shall merge with or be acquired by another firm, the Authority may terminate the contract award upon ten (10) days notice to the Contractor. In such case, the provisions of VI.C. And D shall apply.
2. **Dissolution:** If, during the term of the Contract, the Contractor'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 D. shall apply. If the Contractor 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 Contractor shall promptly provide notice to the Authority of all information related to its merger, acquisition and/or dissolution.

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

1. The Contractor 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 Contractor 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 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.
2. The Contractor 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, sex, affectional or sexual orientation.
3. The Contractor 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 Contractor's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 applicable Federal Law and applicable Federal Court decisions.
8. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall be reported in writing forthwith by the vendor to the State Attorney General.
  3. No Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

**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 Contractor are no longer desired by the Authority, the Authority may terminate the contract award upon no less than thirty (30) days notice to the Contractor. In the event of such a termination of the contract award, the Contractor shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.
- B. For Cause:**
  1. Where a Contractor fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days notice to the Contractor.
  2. The Authority's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Contractor to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred contractor or a contractor 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 Contractor 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 Contractor whose contract award has been terminated the difference in price, and the said Contractor shall be liable for same.

**VII. Contractor Compensation:** The Contractor shall submit invoices no more frequently than every 30 days. Supporting information containing specific details and proof of completion of the tasks and specific units completed shall be provided. Payment will not be made until the Authority has approved payment. Payment of the Contractor is subject to the availability and receipt of funds from the United States Department of Defense, Office of Economic Adjustment and is a material term and condition of this Contract. The Contract is subject to termination for convenience by the Authority, without penalty to the Authority, if funds from the United States Department of Defense, Office of Economic Adjustment are not available and/or received by the Authority at any time during the duration of the Contract.

**VIII. Insurance:** The Consultant shall maintain, at its own cost and expense, the following insurance coverages/policies insuring the Consultant, its employees and agents. In each policy, the Consultant shall have incorporated a provision requiring written notice to the Authority at least thirty (30) days prior to the cancellation, non-renewal or material change of any insurance required under the Contract. Any and all deductibles shall be paid by the Consultant. The Consultant shall provide the renewal date of each policy and shall provide proof of renewal of each policy to the Authority. The types and minimum amounts of insurance required are as follows:

- A. Professional Liability Insurance (Errors & Omissions), with all coverage retroactive to the Consultant's date of appointment by the Authority, covering any and all bodily injury and property damage arising from the services performed under the Contract in an amount not less than \$1,000,000 per occurrence. Such coverage must be maintained for a period of five (5) years after the date of final payment by the Authority hereunder or if coverage is not commercially available for such period of time, then for such shorter period of time as such insurance is commercially available.
- B. Worker's Compensation Insurance and Employers Liability Insurance in accordance with the laws of the State of New Jersey and any other jurisdiction required to protect employees of the Consultant while engaged in the performance of services under the Contract. The coverage shall be statutory with an employer's liability coverage of \$1,000,000 for bodily injury, each occurrence, \$1,000,000 for disease for each employee, and \$1,000,000 for disease, aggregate limit. The policy shall name as additional insured's the Authority and the State of New Jersey.
- C. Commercial General Liability Insurance, including any and all bodily injury and property damage arising out of or in connection with the services performed under the Contract. The policy shall include coverage for contractual liability and shall be in an amount not less than \$1,000,000 per claim; for bodily injury and shall be

in an amount not less than \$500,000 per occurrence, \$1,000,000 aggregate; and for property damage and shall be in an amount not less than \$500,000 per occurrence. The policy shall name as additional insured's the Authority and the State of New Jersey. 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.

- D.** Comprehensive Automobile Liability Insurance, including coverage for all owned and non-owned and hired vehicles, covering bodily injury and property damage. Such coverage shall be in the amount of \$1,000,000 combined single limit. The policy shall name as additional insured's the Authority and the State of New Jersey.

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

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

**X. Claims:** All claims against the Authority by the Contractor concerning interpretation of the Contract, Contractor 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.



Fort Monmouth Economic Revitalization Planning Authority  
Fee Schedule

**A. MANHOLE INSPECTIONS**

**A.1 Main Post**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
MH Inspection	288 un	\$ _____/un	\$ _____

**A.2 Camp Charles Wood**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
MH Inspection	125 un	\$ _____/un	\$ _____

Main Post and Camp Charles Wood Subtotal \$ \_\_\_\_\_

FIRM ASSIGNED \_\_\_\_\_

**B. CCTV INSPECTION**

**B.1 Main Post**

<u>Sewer Size</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
6"	6,710 lf	\$ _____/lf	\$ _____
8"	25,020 lf	\$ _____/lf	\$ _____
10"	5,260 lf	\$ _____/lf	\$ _____
12"	6,310 lf	\$ _____/lf	\$ _____
14"	1,300 lf	\$ _____/lf	\$ _____
15"	1,550 lf	\$ _____/lf	\$ _____
16"	70 lf	\$ _____/lf	\$ _____
18"	2,460 lf	\$ _____/lf	\$ _____
20"	1,340 lf	\$ _____/lf	\$ _____
27"	3,919 lf	\$ _____/lf	\$ _____

Main Post Subtotal \$ \_\_\_\_\_

**B.2 Camp Charles Wood**

<u>Sewer Size</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
6"	1,410 lf	\$ _____/lf	\$ _____
8"	11,520 lf	\$ _____/lf	\$ _____
10"	1,710 lf	\$ _____/lf	\$ _____
12"	640 lf	\$ _____/lf	\$ _____
15"	3,385 lf	\$ _____/lf	\$ _____

18"	5,143 lf	\$ _____/lf	\$ _____
Camp Charles Wood Subtotal			\$ _____
Main Post and Camp Charles Wood Subtotal			\$ _____
FIRM ASSIGNED _____			

**C. PUMP STATION EVALUATIONS**

FIXED FEE	\$ _____
FIRM ASSIGNED _____	

**D. FLOW MONITORING**

**D.1 Main Post**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
Flow Meter (4 weeks)	8 un	\$ _____/un	\$ _____

**D.2 Camp Charles Wood**

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Subtotal</u>
Flow Meter (4 weeks)	5 un	\$ _____/un	\$ _____

**D.3 Additional Flow Monitoring**

Additional Cost All Meters Extension(s) Per One (1) Week	\$ _____
Main Post and Camp Charles Wood Subtotal	\$ _____
FIRM ASSIGNED _____	

**E. PROJECT ADMINISTRATION/MANAGEMENT**

FIXED FEE	\$ _____
FIRM ASSIGNED _____	

**F. FINAL REPORT OF RECOMMENDATIONS**

FIXED FEE \$ \_\_\_\_\_

FIRM ASSIGNED \_\_\_\_\_

**TOTAL PROJECT COST** \$ \_\_\_\_\_

**WRITE TOTAL PROJECT COST IN WORDS:**  
\_\_\_\_\_