

REQUEST FOR PROPOSALS
FOR
SHARED EMERGENCY SERVICES CONSULTANT

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

Date Issued: **March 11, 2008**

Responses due by 12:00 P.M. EST on April 11, 2008

REQUEST FOR PROPOSALS FOR SHARED EMERGENCY SERVICES CONSULTANT

1.0 PURPOSE AND INTENT

The anticipated closing of U.S. Army-Fort Monmouth (“Fort Monmouth”), located in Monmouth County, New Jersey will place upon the Boroughs of Eatontown, Oceanport, and Tinton Falls (“Host Communities”) an increased demand for police, fire, first aid and court services. It is the intent of the Fort Monmouth Economic Revitalization Planning Authority (the “Authority”) by means of this Request for Proposals (the “RFP”), to solicit proposals from qualified firms interested in performing the services described herein as a Shared Emergency Services Consultant (the “Consultant”) to the Authority.

The Authority will select one firm to serve as Consultant to the Authority in connection with the study of Shared Emergency Services for the Host Communities. Generally, the Consultant will be required to prepare a study examining the feasibility, cost savings, and implementation methods associated with Shared Emergency Services as described in this RFP.

The Consultant will be engaged for a term of up to a maximum of six (6) months year(s), commencing with the date of appointment which is expected to be on or about April 21, 2008. 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 P.L. 2006, c. 16 by the New Jersey State Legislature (the “State Legislature”) on April 28, 2006. In creating the Authority, the State Legislature declared that the economies, environment and quality of life of the Host Communities, of Monmouth County and the State of New Jersey (the “State”) depend on the efficient and proper revitalization of Fort Monmouth and that it is in the public interest to plan for the conversion and revitalization of Fort Monmouth that will enhance the creation of employment and other business opportunities for the benefit of the Host Communities, of Monmouth County and of the State.

The Authority is seeking a Consultant to study the feasibility of Shared Emergency Services for the Host Communities and methods of implementing such Shared Emergency Services by the Host Communities consistent with the Authority’s statutory purposes and the Scope of Services attached hereto as Attachment #1.

3.0 PROPOSAL SUBMISSION

Eight (8) copies of the proposal (one (1) unbound, original; six (6) copies; one (1) copy in PDF format on a CD) must be submitted marked “**Shared Emergency Services 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 April 11, 2008 at 12:00 p.m. Eastern Standard Time (EST).

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

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. If the Authority determines to hold oral interviews, those firms to be interviewed will be notified by the Authority.

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 in Section 4.0 below). Communications regarding this RFP in any manner (except as set forth 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

The Authority will accept questions regarding any aspect of this RFP via e-mail only until 5:00 p.m. EST on March 28, 2008 from all potential bidders. Questions should be directed via e-mail to:

Rick Harrison
Deputy Director
E-Mail Address: rick.harrison@fmerpa.state.nj.us

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP. **All RFP Addenda will be posted on the Authority's website (<http://www.nj.gov/fmerpa>).** It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this RFP.

5.0 SCOPE OF SERVICES

The Scope of Services ("SoS") to be provided by the Consultant pursuant to this RFP is attached hereto as Attachment #1. The Consultant will adhere to the timeline schedule that is provided at Attachment #1 - SoS unless otherwise directed, in writing, by the Authority.

6.0 SUBCONTRACTING

The Authority encourages each firm responding to this RFP to utilize subcontractors where appropriate. The Authority also 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. Regardless if whether a firm uses 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 substitution of a subcontractor who can also provide the services required, with such approval of the Authority to be in the Authority's sole discretion.

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 document listed in Section 8 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, including BRAC and Similar Experience
- D. Management Overview and Approach
- E. Organization Chart
- F. Project Staffing Plan
- G. Resumes of Key Team Members
- H. Potential Problems
- I. Timeline
- J. Deliverables
- K. Example Study
- L. Small Business Enterprise

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 9.0 below. The Technical Proposal should be submitted on 8 ½ by 11-inch pages.

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. The cover letter must include a statement that the consultant will be able to complete the project within the stipulated time and budget and be signed by a person authorized to obligate the firm to perform the work stated in the proposal.

7.1.B References

The bidder must provide at least three (3) client references with contact names, positions, address, telephone numbers, and a specific project(s) for each reference.

7.1.C Description of Firm's Prior Similar Experience

The bidder shall provide a description of those projects which demonstrate the firm's prior experience in performing the type of work stated in the Scope of Services (attached hereto as Attachment #1). The description of prior experience should include a demonstration of, but not limited to, the bidder's experience with municipal shared services feasibility studies (including, but not limited to, shared emergency services feasibility studies, cost savings analysis and successful implementation recommendations).

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, including subcontractor utilization arrangements, if applicable. 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 conducting data collection, interviews, and providing preliminary reports, providing final reports, and final oral presentations to the Authority.

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 Project Staffing Plan

The responding firm must provide a staffing plan as it pertains to the role of each Key Team Member, the number of staff needed, and the use of all subcontractors, if any. The staffing plan shall also include 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 and those that will be assigned to complete the Shared Emergency Services feasibility study must be included as part of the Technical Proposal. The resumes should specifically indicate the individual's experience with similar types of Shared Emergency Services feasibility studies as outlined in the Scope of Services (attached hereto as Attachment #1), years of professional experience, and any additional qualifications of the individual Key Team Members that are pertinent to this project engagement.

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.

7.1.I Timeline

The bidder shall include a timeline with key benchmarks and deliverables.

7.1.J Deliverables

The bidder shall provide a list of deliverables due in accordance with Attachment #1 – SoS.. All deliverables will be submitted to:

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

7.1.K Example Study

The bidder shall include an example of a similar study which the firm has previously completed for a past client.

7.1.L Small Business Enterprise

Please indicate if your firm is a Small Business Enterprise registered with the State of New Jersey Commerce Commission. If so, please provide certification or documentation of such registration. More information about how a firm can become registered as a small business enterprise can be found at: <http://www.nj.gov/njbusiness/contracting>.

7.2 INSTRUCTIONS FOR SUBMITTING A COST PROPOSAL

The bidder shall provide a complete fee schedule, which shall include the lump sum cost to complete each task and subtask listed in the Scope of Services (attached hereto as Attachment #1), the number of hours to complete each task and subtask listed in the Scope of Services and the firm fixed hourly rate for each Key Team Member performing such task or subtask. The bidder should also include a statement of any assumptions or exclusions underlying the bidder's Cost Proposal. The fee schedule should also include all reimbursable expenses for each task or subtask to be completed as part of this engagement. The bidder shall also provide a total lump sum fee based on the

sum of all tasks and subtasks to be performed. This total lump sum 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 #5 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 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 #2 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.

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 #3 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 #3.**

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 #2 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 #4.

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 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.

9.0 SELECTION PROCESS

9.1 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.

9.2 An evaluation committee will review and score each Technical Proposal pursuant to the criteria specified below in Section 8.3.

9.3 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

9.4 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.

9.5 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.

9.6 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 firms with the highest-ranked Proposals at compensation 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.

9.7 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

SCOPE OF SERVICES

A. General Methodology

The Consultant will address, at a minimum, each of the elements contained in the Scope of Services Tasks, set forth below. The Consultant should feel free to add additional issues, information and relevant analysis, as necessary. The Shared Emergency Services feasibility study should also examine cost savings associated with facility/staff redundancies.

B. Detailed Work Plan

The Consultant will prepare a detailed work plan of tasks and activities for each project component, including personnel assignments and sub-consultant assignments, if any, and the estimated time anticipated to complete each task.

C. Interviews and Field Visits

The Consultant will conduct on-site interviews, observation and field visits as necessary to meet all of the requirements included in the Scope of Services Tasks, set forth below.

Additionally, the Consultant will need to be available for at least two (2) and up to a maximum of six (6) public meetings to discuss the findings and issues related to the Emergency Shared Services feasibility study. One of these meetings will be conducted after the final report has been completed and is provided to the Authority. The Consultant will also be required, as the direction of Authority staff, to attend additional meetings with, including, but not limited to, Authority staff, Authority board members, state and local government officials and governing bodies.

D. Reporting

The Consultant will provide progress reports on the advancement of the Emergency Shared Services feasibility study to the Authority on a biweekly basis. At the completion of the study one (1) original, ten (10) copies and one (1) electronic copy will be submitted to the Authority.

TASK #1

COURT SERVICES

The Boroughs of Eatontown, Oceanport and Tinton Falls are all located in Monmouth County, New Jersey. These municipalities are contiguous and have a combined population of 37,890. Currently, the three (3) municipal court systems handle criminal and traffic court cases.

In connection with the anticipated closing of Fort Monmouth and the recently issued New Jersey Supreme Court “Statewide Municipal Court Security Policy Directive #15-06”, the Consultant shall conduct a feasibility study to evaluate the potential cost savings and opportunity for increased level of service associated with sharing and/or constructing new municipal court facilities, and/or combining municipal court operations.

Methodology

At a minimum, the Consultant will include each of the elements listed below:

- I. DESCRIBE
The existing level of service currently being provided by each study participant.
- II. DESCRIBE
 - A. The cost to each participant of providing the current service level.
 - B. The organization, staffing and methods of providing the current service level.
 - C. If the local unit does not currently provide the service, describe the costs to that unit if it were to provide the service.
- III. DESCRIBE
The options for modification of current individual service efforts, including the costs and benefits of implementing the changes.
- IV. DESCRIBE
 - A. Option (s) for joint or interlocal provision of the service.
 - B. Which local unit would act as agent or lead agency for the other participants. How the interlocal program would be organized and administered, including a table of organization.
 - C. Employee relations issues (Civil Service, contractual matters, reassignment of employees, early retirement incentives, etc.).
 - D. Monitoring and evaluation criteria.
 - E. Procedures for service modification and dispute resolution.
- V. DESCRIBE
 - A. The cost of providing the joint services, including implementation or transition costs, as well as first year operating budget.

- B. How the total costs would be allocated and paid between the lead agency and the participants. Address the disposition of current equipment or facilities used by participants to provide the service themselves.

VI. DESCRIBE

- A. The benefit resulting from provisions of the services on a joint or interlocal basis, i.e., decreased costs, increased level of service, etc.
- B. Steps and timelines for implementation and specific actions to be taken.

VII. DESCRIBE

- A. Has a feasibility study been performed within the last five (5) years for the proposed purpose? If yes:
 - 1. When was the study performed?
 - 2. What were the results and recommendations of such study?

VIII. The Consultant shall also include additional elements, information, processes and relevant analysis including, but not limited to, the following:

- a. A feasibility study of the pros and cons to determine cost effectiveness of shared facilities vs. shared services that include:
 - 1. Courtrooms and staff facilities equipped with the latest technologies such as video conferencing, wireless computer access and communication
 - 2. Support facilities for such functions as probation interview rooms where a Monmouth County probation officer would have the ability to interview clients but also do immediate drug and alcohol screening
 - 3. Separate facilities (rooms and offices) near the Courtroom for the prosecutor and public defender to interview clients and store files
 - 4. In the case of domestic violence matters, an area where victims can meet with members of advocacy groups to provide such victims with care as established by the Supreme Court Domestic Violence Task Force
 - 5. A separate room for short-term childcare (not involving court or municipal employees) to eliminate the disruption of children in the courtroom due to a parent such bringing children with them
 - 6. As a possible regional facility, the design of at least one courtroom suited to the needs of Superior Court to handle such potential things as Drug Court
 - 7. As a possible regional facility, the possible space for a division of the Monmouth County Prosecutor's office to handle immediate case screening for indictable offenses as well as acting on behalf of the State in Superior Court matters

8. As a possible regional facility, the possible uses involving Federal Judges and New Jersey Administrative Law Judges to conduct appeals/hearings via videoconferencing technologies
9. Proper facilities for the police regarding prisoner transport and detention
- b. Success of current “shared” facilities under Title 2B within the Monmouth Vicinage (e.g. Eatontown/Shrewsbury, Millstone/Roosevelt, Ocean Township/Loch Arbour, and Spring Lake Heights/Spring Lake)
- c. Identify which municipalities would benefit from consolidation
- d. Projected growth within the Monmouth Vicinage regarding population and case load, especial within the Municipalities identified (e.g. Eatontown, Shrewsbury, Tinton Falls, Oceanport, W. Long Branch, Little Silver, Rumson, and Fair Haven)
- e. Public Access (location, customer service, filings, clear signage, disabled persons accessibility, parking, and public transportation)
- f. Security (perimeter, coordination, access control, weapons screening, separate entrances (for judges, public, staff, and prisoners), courtroom security, office security, holding cells, emergency procedures (fire, bomb threat, natural disaster/weather emergency, alarm response, medical emergency HAZMAT/terror like incidents, hostage situation, civil disturbance/courtroom fight), security of collection and disbursement of court held funds
- g. Consolidation of operations and functions (Office Space, Records and Filings, and Conference rooms/Areas etc.)

TASK # 2

POLICE SERVICES

The Boroughs of Eatontown, Oceanport and Tinton Falls are all located in Monmouth County, New Jersey. These municipalities are contiguous and have a combined population of 37,890. On an annual basis the three (3) municipal police departments combined, handle calls for service, conduct criminal investigations and provide additional services to their respective communities.

In connection with the anticipated closing of Fort Monmouth and the increased demand for police services that will be placed on the three (3) municipalities, the Consultant shall conduct a feasibility study to evaluate the potential cost savings and increased level of service associated with:

1. Possible merger of municipal police departments or bureaus.
2. Consolidation of day-to-day police services.
3. Consolidation of dispatch services
4. Potential savings through the shared use of existing, expanded or new facilities.
5. Potential savings of sharing existing or new equipment

The Consultant shall interview the following municipal officials, employees and stakeholders in each municipality:

- Elected officials
- Municipal administrator/manager
- Police Chiefs
- Police staff
- Motor fleet service provider (if not provided by police staff)
- Stakeholders (TBD)

The Consultant shall compare, analyze and summarize at a minimum the following aspects of the three (3) municipal police department:

- Organizational structure
- Rank structure
- Staffing duties and responsibilities
- Dispatch process to include system equipment
- Current budget, projected budget
- Revenue and expense trends
- Overtime
- Labor salaries and benefits
- Labor agreements and contracts
- Staff schedules for patrol, criminal investigation and other services
- Procedures for patrol, criminal investigation and other services
- Traffic bureau
- Crime seen analysis
- Property & evidence
- Processing and transport of prisoners
- Records management system and equipment
- Facilities (options for current, expanded and new)
- Equipment (current)
- Equipment (projected replacement and additional needs)
- Training costs (current and projected)
- Future plans
- Review Federal, State, County and local laws that regulate the consolidation/sharing of police services
- Review current resources available from County and State

Methodology

At a minimum, the Consultant will include each of the elements listed below:

I. DESCRIBE

- The existing level of service currently being provided by each study participant.
- II. DESCRIBE
- A. The cost to each participant of providing the current service level.
 - B. The organization, staffing and methods of providing the current service level.
 - C. If the local unit does not currently provide the service, describe the costs to that unit if it were to provide the service.
- III. DESCRIBE
- The options for modification of current individual service efforts, including the costs and benefits of implementing the changes.
- IV. DESCRIBE
- A. Option(s) for joint or interlocal provision of the services.
 - B. Which local unit would act as agent or lead agency for the other participants. How the interlocal program would be organized and administered, including a table of organization
 - C. Employee relations issues (Civil Service, contractual matters, reassignment of employees, early retirement incentives, etc.).
 - D. Monitoring and evaluation criteria.
 - E. Procedures for service modification and dispute resolution.
- V. DESCRIBE
- A. The cost of providing the joint services, including implementation or transition costs, as well as the first year operating budget.
 - B. How the total costs would be allocated and paid between the lead agency and the participants. Address the disposition of current equipment or facilities used by participants to provide the service themselves.
- VI. DESCRIBE
- A. The benefit resulting from provisions of the service on a joint or interlocal basis, i.e., decreased costs, increased level of service, etc.
 - B. Steps and timelines for implementation and specific actions to be taken.
- VII. DESCRIBE
- A. Has a feasibility study been performed within the last five (5) years for the proposed purpose? If yes:
 - 1. When was the study performed?
 - 2. What were the results and recommendations of such study?

TASK #3

FIRE/FIRST AID/ EMERGENCY MANAGEMENT SERVICES

The Boroughs of Eatontown, Oceanport and Tinton Falls are all located in Monmouth County, New Jersey. These municipalities are contiguous and have a combined population of 37,890. Combined on an annual basis, the three (3) municipalities currently respond to fire service (“Fire”) calls, First Aid (“First Aid”) calls and Office of Emergency Management (“OEM”) service calls.

In connection with the anticipated closing of Fort Monmouth and the increased demand for Fire, First Aid and OEM services that will be placed on the three communities, the Consultant shall contract to conduct a feasibility study to evaluate the potential cost savings and increased level of service and efficiency for Fire, First Aid and OEM associated with:

1. Sharing of available personnel
2. Sharing and/or consolidation of equipment, facilities and apparatus (current, expanded and/or new)
3. Sharing and or consolidation of communication systems
4. Sharing and or consolidation of training

The Consultant shall compare, analyze and summarize individually and jointly, at a minimum, the following aspects of the three municipal Fire, First Aid and OEM departments:

- Current services
- Organizational structures
- Rank structures
- Manpower
 - Daytime coverage (indicate any deficiencies)
 - 24 hour coverage (indicate any deficiencies)
 - Member recruitment
 - Projected demands
- Current shared services/mutual aid/interlocal agreements
- Incident command structure
- Training
- Legal & insurance costs
- Facilities, equipment, apparatus
 - current and projected
 - expanded and new
- Challenges related to losing Fort Monmouth emergency services
- Personal protective equipment (“PPE”) and other safety equipment
- OSHA & NFPA staffing requirements
- Budgets (current and projected)
- Integration of Fire, First Aid, and OEM
- Shared services or consolidation plans
- Municipal fire risk analysis
- Regional fire risk analysis
- Regional Emergency Heliport
- County Resources (e.g. HAZMAT, dispatching, et al)

Methodology

At a minimum, the Consultant will include each of the elements listed below:

I. DESCRIBE

The existing level of service currently being provided by each study participant.

II. DESCRIBE

- A. The cost to each participant of providing the current service level.
- B. The organization, staffing and methods of providing the current service level.
- C. If the local unit does not currently provide the service, describe the costs to that unit if it were to provide the service.

III. DESCRIBE

The options for modification of current individual service efforts including the costs and benefits of implementing the changes.

IV. DESCRIBE

- A. Option (s) for joint or interlocal provision of the service.
- B. Which local unit would act as agent or lead agency for the other participants. How the interlocal program would be organized and administered, including a table of organization
- C. Employee relations issues (Civil Service, contractual matters, reassignment of employees, early retirement incentives, etc.).
- D. Monitoring and evaluation criteria.
- E. Procedures for service modification and dispute resolution.

V. DESCRIBE

- A. The cost of providing the joint services, including implementation or transition costs, as well as a first-year operating budget.
- B. How the total costs would be allocated and paid between the lead agency and the participants. Address the disposition of current equipment or facilities used by participants to provide the service themselves.

VI. DESCRIBE

- A. The benefit resulting from provisions of the service on a joint or interlocal basis, i.e., decreased costs, increased level of service, etc.
- B. Steps and timelines for implementation and specific actions to be taken.

VII. DESCRIBE

- A. Has a feasibility study been performed within the last five (5) years for the proposed purpose? If yes:
 1. When was the study performed?
 2. What were the results and recommendations of that study?

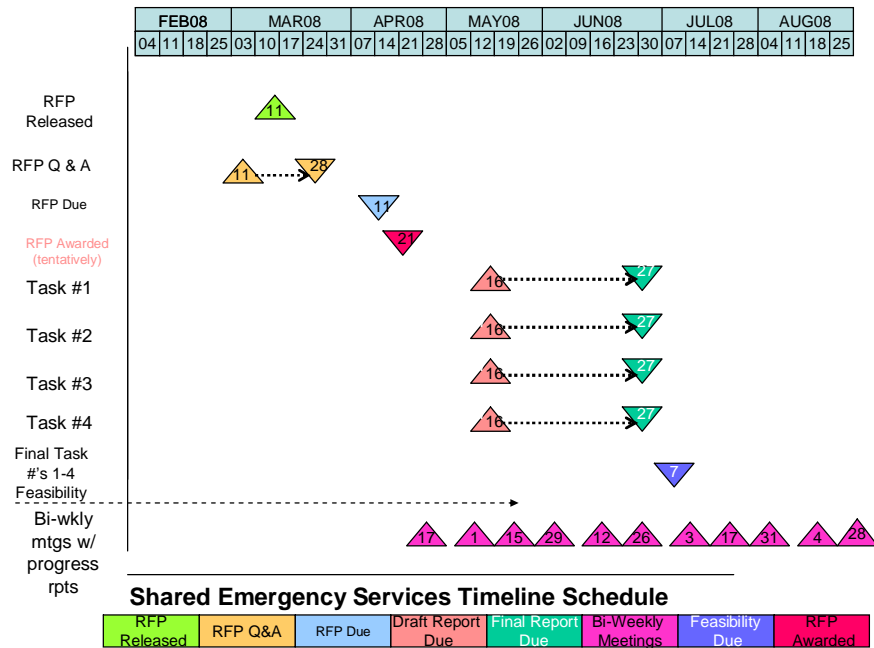
TASK #4

In connection with Tasks #1, #2 and #3 above, the Consultant shall include additional elements, information, processes and relevant analysis, including, but not limited to, the following:

- Analysis of current resources and operations/processes currently in place

- Include nearby towns (e.g. Shrewsbury, Rumson, Little Silver, etc.) in shared emergency services as part of Emergency Activities
- Study the impact of the loss of equipment and other resources (e.g. dual dispatching, HAZMAT, and specialized/technical rescue calls) owned and/or belonging to Fort Monmouth due to the closure of Fort Monmouth
- Emergency Services Functions (including, but not limited to, personnel resources) attended to that will no longer take place after the closing of Fort Monmouth.
- Explore the feasibility of creating a shared services and/or inter-local agreement between the Host Communities of Eatontown, Oceanport and Tinton Falls.
- Address the current Fort Monmouth Model and apply/compare it to Host Communities of Eatontown, Oceanport and Tinton Falls.
- Evaluate the economic pros and cons including, but not limited to, cost efficiency and effectiveness of services in place at the Host Communities of Eatontown, Oceanport and Tinton Falls with a comparison to a regional shared services approach.

Shared Emergency Services Timeline Schedule



Item	Date(s)
RFP Released	11 Mar 08
RFP Q&A	11 Mar-28 Mar 08
RFP Due to FMERPA	11 Apr 08
RFP Awarded (tentatively)	21 Apr 08
Task #1 Draft Report Due to FMERPA	16 May 08
Task #2 Draft Report Due to FMERPA	16 May 08
Task #3 Draft Report Due to FMERPA	16 May 08
Task #4 Draft Report Due to FMERPA	16 May 08
Task #1 Final Report Due to FMERPA	27 Jun 08
Task #2 Final Report Due to FMERPA	27 Jun 08
Task #3 Final Report Due to FMERPA	27 Jun 08
Task #4 Final Report Due to FMERPA	27 Jun 08
Final Feasibility Recommendation Due to FMERPA	07 Jul 08
Bi-Weekly Mtgs and others, as required w/ progress reports	17 Apr 08 1, 15, & 29 May 08 12 & 26 Jun 08 3, 17, & 31 Jul 08 14 & 28 Aug 08

ATTACHMENT #2

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.

Instructions**Contractor Certification and
Disclosure of Political Contributions****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.

Public Law 2005, Chapter 51
Formerly: **Executive Order
134**

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), completed by the agency, to:

EO 134 Review Unit
P.O. Box 039
33 West State Street, 4th 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.

Public Law 2005, Chapter 51

Formerly: **Executive Order**
134

Contractor Certification and Disclosure
of Political Contributions

Solicitation No.: _____ Bidder: _____

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
134Bidder: _____

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.

OWNERSHIP DISCLOSURE FORM				
DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 W. STATE ST., 9 TH FLOOR P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230			BID NUMBER BIDDER: _____ _____	
INSTRUCTIONS : 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.				
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
INSTRUCTIONS : 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 style="text-align: center;">If there are no owners with 10% or more interest in your firm, enter "None"</p>				
<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
COMPLETE ALL QUESTIONS BELOW				
			<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership Interests.)			_____	_____
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 or any pending proceedings specifically seeking or litigating the issue of suspension revocation? (If yes, attach a detailed explanation for each instance.)			_____	_____
CERTIFICATION : I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contacts 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.				
I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.				
Company Name: _____			_____ (Signature)	
Address: _____ _____ _____			_____ (Name)	
FEIN/SSN#: _____			_____ (Title)	
			Date _____	

ATTACHMENT #3

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 or 18 months prior to the date of dissemination of the Request for Proposal for Shared Emergency Services Consultant, issued _____, 2007 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 _____, 2008.

Firm Name: _____

By: _____

Name:

Title:

ATTACHMENT #4
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: 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.

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 are 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. Change of Circumstances: 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, 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 an invoice upon completion of the project. 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 of 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 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 employers liability coverage of \$500,000 per accident. The policy shall name as additional insureds 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 insureds the Authority and the State of New Jersey.
- 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 insureds 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
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 therefrom or

related thereto shall be governed by the applicable law, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

ATTACHMENT #5

COST PROPOSAL – FEE SCHEDULE FORM

ATTACHMENT #5

COST PROPOSAL –FEE SCHEDULE FORM (refer to Scope of Services)

TASKS W/ SUBTASKS	DIRECT LABOR COST	*LABOR CATEGORY(s)	*PRIME OR SUB ORGANIZATION (IF JOINT VENTURE)	TOTAL LABOR DOLLARS
TASK 1 Draft				
TASK 2 Draft				
TASK 3 Draft				
TASK 4 Draft				
TASK 1 Final				
TASK 2 Final				
TASK 3 Final				
TASK 4 Final				
Final Feasibility Recommendation				
Bi-weekly Meetings and Progress Reporting				
Other (explain)				
Total \$'s				
*Other Direct Cost:				
Travel				
Materials				
Other (explain)				
Total \$'s				
Grand Total \$'s				

* Provide all supporting/back-up documentation associated w/ Fee