



REQUEST FOR PROPOSALS

FOR

PROFESSIONAL MARKETING CONSULTANT SERVICES

Issued by the
FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: May 26, 2017

Responses due by 12:00 P.M. EST on June 23, 2017

PRE-PROPOSAL CONFERENCE

To be held on June 15, 2017 at 10:30 A.M.
at the Fort Monmouth Economic Revitalization Authority's (FMERA) office
located at 502 Brewer Avenue, Fort Monmouth, Oceanport, New Jersey

1.0 PURPOSE AND INTENT

The Fort Monmouth Economic Revitalization Authority (the “Authority” or “FMERA”), by means of this Request for Proposals (the “RFP”) for Professional Marketing Consultant (the “Consultant”) Services, is soliciting technical proposals and fee proposals from qualified bidders interested in performing the services described herein. The Authority will select one bidder to provide these services.

It is anticipated that FMERA will engage a consultant who can provide professional services in four areas: 1) the refinement of the FMERA brand; 2) placemaking; 3) media and publicity; and 4) lead/prospect sourcing. These services will promote and articulate the Authority’s mandate – the redevelopment of Fort Monmouth – and spotlight the Fort’s attributes to our stakeholders, prospects and other interested parties. The selected Consultant will also assist the Authority in expanding the reach and upgrading the content on FMERA’s website, www.fortmonmouthnj.com, and on social media platforms. Our intention is to increase and enhance our communication and interactions with our stakeholders, and further our marketing effort to interested parties.

As an Authority of the State of New Jersey, FMERA interacts with parties ranging from interested citizens and elected officials to entrepreneurs, developers, investors and real estate professionals. It is important that we have a brand that expresses our mission universally -- in an effective and friendly way. FMERA’s mission is to complete the redevelopment of Fort Monmouth efficiently and expeditiously while maximizing the creation of jobs and tax rateables and building a forward-looking community guided by the planning principles embodied in the Fort Monmouth Reuse & Redevelopment Plan (the “Reuse Plan”). The Reuse Plan envisions the redeveloped Fort as a green, live-work-play, transit-friendly community targeting technology sector uses.

In 2014 FMERA took the first step in refining its brand by engaging a consultant to create a new logo and tagline, and upgrade its website, marketing collateral, signage and letterhead.

To build upon the newly refined brand, and increase and enhance FMERA’s marketing effort, FMERA is now seeking professional marketing services as outlined in the scope of services set forth as ATTACHMENT #1 to this RFP (the “Scope of Services”).

Our total maximum not to exceed budget for the mandatory tasks identified in the Scope of Services is eighty thousand (\$80,000) dollars for the first year of the engagement. The Consultant will be engaged for a term of twelve (12) months commencing with the date of appointment which is expected to be on or about August 1, 2017, with up to four (4) one-year extension options which may be exercised at FMERA’s sole discretion. Additional tasks may be assigned to the Consultant after the first year and those tasks will be paid for on a time and materials basis.

Please note that as a state-level economic development organization, FMERA coordinates its branding and marketing initiatives with the New Jersey Economic Development Authority, the New Jersey Business Action Center, Choose New Jersey and the Executive Branch of state government. The content of any earned media efforts by the selected Consultant is subject to the final approval of FMERA staff. Further, the Consultant shall not issue news releases pertaining to

any aspect of the services being provided nor shall it use the names, logos or images of the State of New Jersey or FMERA, or any data or results arising from the performance of work under the contract to be awarded, as a part of any commercial advertising under the contract to FMERA without the prior, written consent of FMERA staff. All such requests shall be directed to FMERA through its Designated Representative, who shall coordinate such approvals to be granted, if any.

2.0 BACKGROUND

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

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

FMERA has acquired title to the 1,126 acre Fort from the U.S. Army and has begun to implement the Reuse Plan, which will ultimately result in the development of 1,585 new housing units and over 2.8 million square feet of commercial and other non-residential uses, at a total development cost of approximately \$1.5 billion. As of year-end 2016, approximately 500,000 sf of new and renovated buildings were occupied and 1,200 people were employed on the former Fort. Currently, about 57% of the Fort’s acreage is either sold, under contract, or in negotiations, so the bulk of the selected Consultant’s efforts will be focused on the balance of the property. FMERA anticipates completing redevelopment of the entire Fort by 2027.

3.0 SCOPE OF SERVICES

The scope of services is attached at **ATTACHMENT #1**.

4.0 PRE-PROPOSAL CONFERENCE

A **Pre-Proposal Conference** will be held at **10:30a.m.** on **June 15, 2017** at the Authority's office located at 502 Brewer Avenue, Fort Monmouth, Oceanport, New Jersey. Pre-registration of the bidder's attendance is requested, but not mandatory. For pre-registration, please contact Regina McGrade at rmcgrade@njeda.com or at (732) 720-6350.

5.0 PROPOSAL SUBMISSION

Three (3) copies of the proposal (one (1) unbound, original; one (1) bound copy; one (1) copy in PDF format on a CD or USB drive) must be submitted marked "Professional Marketing Consultant Services" and addressed to:

Bruce Steadman
Executive Director
Fort Monmouth Economic Revitalization Authority

Proposals must be received by June 23, 2017, at 12:00 P.M. Eastern Standard Time (EST). Bid opening will take place at the FMERA offices, 502 Brewer Avenue, Fort Monmouth, Oceanport, New Jersey at 12:30 P.M. EST on June 23, 2017.

Proposals may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757 by June 23, 2017 at 12:00 P.M. EST.

Hand delivered proposals must be received at the FMERA Staff Office, 502 Brewer Avenue, Fort Monmouth, Oceanport, New Jersey by June 23, 2017 at 12:00 P.M. EST.

For US mail delivery, please mail to FMERA, P.O, Box 267, Oceanport, NJ. All US mail deliveries must be received by 12:00 P.M. on June 23, 2017.

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

Proposals will be publicly opened and announced on June 23, 2017 at 12:30 P.M. at the Authority Office located at 502 Brewer Avenue, Fort Monmouth, Oceanport, New Jersey.

The Authority reserves the right to hold oral interviews with any or all of the bidders submitting proposals. The Authority expects to hold oral interviews, if any, on or about **June 29, 2017**. If held, each bidder being requested to attend oral interviews will be notified by the Authority on or about **June 26, 2017**.

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

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

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

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

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

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

Communications with representatives of the Authority by the proposer or the proposer's representatives concerning this RFP are **NOT** permitted during the term of the submission and evaluation process (except as set forth above in Section 4.0, an oral interview as set forth above in Section 5.0, and as set forth in Section 6.0 below). Communications regarding this RFP in any manner (except as set forth above in Section 4.0 and Section 5.0 and as set forth in Section 6.0 below) **will result in the immediate rejection** of the bidder's proposal.

6.0 QUESTIONS AND ANSWERS

Bidders will be permitted to ask questions regarding any aspect of this RFP at the Pre-Proposal Conference. The Authority will also accept questions from bidders regarding any aspect of this RFP via e-mail only until 5:00 p.m. Eastern Standard Time on **June 19, 2017**. Questions should be directed via e-mail to:

dnuse@njeda.com
cvalente@njeda.com

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

7.0 SUBCONTRACTING AND STAFFING

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

The bidder must state whether they propose to perform all services in-house or if they are proposing to joint-venture with another entity or subcontract a portion(s) of the work, and the identities and qualifications of their proposed joint-venture partner and/or subcontractor(s).

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

8.0 THE PROPOSAL

The proposal to be submitted by the bidder consists of a technical proposal and a fee proposal. The originals and copies of the technical proposal and fee proposal are to be submitted in separate sealed envelopes. Additionally, the requested supporting documents listed in Section 9.0 below must be included with the technical proposal.

9.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

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

- I. Cover Letter
- II. References
- III. Description of Bidder's Prior Experience and Qualifications
- IV. Management Overview and Approach
- V. Organization Chart
- VI. Key Team Member List
- VII. Resumes of Key Team Members
- VIII. Disclosure of Investment Activities in Iran form (see Section 12.7 of this RFP)

All of the above items must be addressed in the submission in the same order as stated above. Each bidder's technical proposal will be evaluated based upon the Evaluation Criteria enumerated in Section 13 below. Proposals should be submitted on 8 ½ by 11 inch pages.

9.1 A MORE DETAILED DESCRIPTION OF THE ITEMS REQUIRED IN THE TECHNICAL PROPOSAL FOLLOWS:

9.1.A Cover Letter

The bidder must include a cover letter which indicates the full name and address of the bidder 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 bidder for this engagement. The bidder must also indicate whether the bidder is operating as an individual proprietorship, partnership, corporation, limited liability company, or a joint venture. The cover letter should also indicate the state of incorporation or formation of the bidder and list all licenses obtained by the bidder enabling it to operate. The cover letter must also include identification of any and all sub-consultants of the bidder.

9.1.B References

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

9.1.C Description of Bidder's Prior Experience and Qualifications

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

Please provide a description of experience within the past ten (10) years related to:

1. Consultants should highlight their qualifications and experience (i.e., relevant case histories, including government and economic development organization experience with sufficient detail, information and/or access to online demos or examples).
2. Consultants should demonstrate their knowledge of best practices in marketing for economic development organizations and/or BRAC-related local redevelopment authorities, and indicate whether they or their clients have been the recipients of any awards, such as the International Economic Development Council's annual awards for economic development marketing.

9.1.D Management Overview and Approach

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

The responding bidder 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, including an outline of a proposed meeting schedule with FMERA staff and timeline for key milestones and completion of scope of work.

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

9.1.E Organization Chart

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

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

9.1.F Key Team Member List

The responding bidder must list each key team member and the percentage of time each key team member will spend on this engagement, based upon a forty (40) hour work week.

9.1.G Resumes of Key Team Members

A resume of each key team member must be included.

9.1.H Disclosure of Investment Activities in Iran

See Section 12.6 of this RFP for instructions on completing this form.

9.2 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL

The bidder shall provide a completed and signed fee proposal to be submitted in a separately sealed envelope. The bidder should also include a statement of any assumptions or exclusions underlying the bidder's fee proposal. A Fee Proposal template can be found in ATTACHMENT #4.

The fee proposal should include the following:

1. Breakdown of costs by production hours, tools and functionalities, including a not to exceed fee. The breakdown of costs should include "Fully Burdened Hourly Rates" for each position. A "Fully Burdened Hourly Rate" shall include all direct and indirect costs, including but not limited to: overhead, profit, travel, meals and administrative costs of the bidder. The Proposer's "*Fee Schedule*", must consider and include all costs, including travel and expenses, teleconferences, attendance at meetings, as needed, overnight delivery service (i.e. Federal Express, UPS Red, etc.), if applicable, etc.
2. Training (identify costs to train client staff).
3. Other charge areas (identify all other expenses, consulting fees, and/or future work, etc. to complete the project).
4. Fully Burdened Hourly Rates for each position to be charged for additional work outside of the Scope of Services, if any.

Each bidder is required to hold its prices through the selection process and the appointment of the consultant.

10.0 CONFIDENTIALITY AGREEMENT

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

11.0 STANDARD TERMS AND CONDITIONS & REQUIRED INSURANCE

By submitting its proposal, the bidder agrees that if selected, it shall be bound by the Standard Terms and Conditions, attached hereto as ATTACHMENT #2 and that the bidder will comply

with the required insurance requirements as set forth in the Standard Terms and Conditions, attached hereto as ATTACHMENT #2.

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

12.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

12.1 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE - Public Law 2001, chapter 134; Public Law 2004, chapter 57; and Public Law 2009, chapter 315:

Each entity responding to this RFP must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a “*Business Registration Certificate*” (“*BRC*”), prior to entering into a contract with the Authority. All New Jersey and out-of-State business organizations must obtain a “*BRC*”, prior to conducting business with the Authority. Bidders and any joint venture partners submitting a proposal are strongly encouraged to submit their *BRC(s)*, as well as the *BRC* for any named subcontractors with the proposal. The successful bidder is required to ensure that it, each joint venture partner and all subcontractors possess a valid *BRC* throughout the term of the contract and any extensions thereto.

No Authority can award a contract unless a valid *BRC* is obtained for each entity, as required by law. In the event the bidder, joint venture partners and / or any named subcontractors are unable to provide evidence of possessing a valid *BRC* prior to the award of a contract; the proposal may be deemed materially non-responsive

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful bidder must obtain and submit to the Authority, proof of a valid *BRC* registration for any subcontractor who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful bidder must provide written notice to all its intended subcontractors, if applicable, that they are required to submit a copy of their *BRC* to the Consultant. The Consultant shall maintain and submit to the Authority a list of subcontractors and their current addresses, updated as necessary, during the course of the contract performance. No subcontract shall be entered into with a subcontractor for work under the contract, unless the subcontractor first provides to the Consultant, proof of the subcontractor’s valid *BRC* registration.

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

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

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

INDIVIDUALS, who may be responding to this RFP, or who may perform work against the contract as a subcontractor must also possess a valid *BRC*. The individual must complete and sign form “NJ-REG-A” (Rev 12/06) and submit it to the Department of Treasury. Evidence of

registration with the Department of Treasury – Client Registration Bureau should be submitted with the bid proposal.

The “NJ-REG-A” form may be found at the Department of Treasury’s website:

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

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

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

I. Definitions:

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

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

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

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

- (1) in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;
 - (2) in the case of a general partnership: the partnership and any partner;
 - (3) in the case of a limited partnership: the limited partnership and any partner;
 - (4) in the case of a professional corporation: the professional corporation and any shareholder or officer;
 - (5) in the case of a limited liability company: the limited liability company and any member;
 - (6) in the case of a limited liability partnership: the limited liability partnership and any partner;
 - (7) in the case of a sole proprietorship: the proprietor; and
 - (8) in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;
- (ii) any subsidiaries directly or indirectly controlled by the business entity;
- (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and
- (iv) if a business entity is a natural person, that persons spouse or civil union partner, or child residing in the same household provided, however, that, unless a contribution made by such spouse, civil union partner, or child is to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of Chapter 51.
- (v) any labor union, labor organization, and any political committee formed by a labor union or labor organization if one of the purposes of the political committee is to make political contributions.

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

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

- (a) make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7;
- (b) knowingly conceal or misrepresent a contribution given or received;

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

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

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

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

(g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7; or

(h) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7.

III. Certification and disclosure requirements:

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

(b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the Consultant under the contract shall submit the Two-Year Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. ' 527 of the Internal Revenue Code that also meets the definition of a continuing political committee@ within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of a proposal in response to the RFP are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

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

(d) The Consultant's failure to submit the required forms will prevent the Authority from entering into a contract with the Consultant. The State Treasurer or his designee shall review the Certification and Disclosure submitted by the Consultant pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Consultant, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Consultant violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Consultant from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Consultant from award of such contract.

Please refer to #3 for copies of the Two-Year Vendor Certification and Disclosure of Political Contributions form and instructions. Failure to submit the attached Two-Year Vendor Certification and Disclosure of Political Contributions form may 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, EO 117 and EO 7 during the term of the Consultant's engagement.

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

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

12.5 Prevailing Wage Requirement. As required by the New Jersey State Building Service Contracts Act (N.J.S.A. 34:11-56.58 et seq.), each worker employed to provide services under this contract shall be paid not less than the prevailing wage rate for that particular trade, skill level and locality of the work being performed as determined by the Commissioner of the New Jersey Department of Labor and Workforce Development pursuant to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.). As required by law, the Consultant and its subcontractors must pay employees who provide services for the contract the established wage standard for the appropriate New Jersey county and classification of building service employee. Annual adjustments of the prevailing wage rates will be made during the term of this contract, and if it is found that any worker employed by the Consultant or any subcontractor covered by the contract, has been paid less than the required prevailing wage, the Authority may terminate the Consultant's or subcontractor's right to proceed with the work, and the Consultant shall be liable to the Authority for any excess costs occasioned by the termination. The Consultant and each subcontractor shall

keep an accurate record showing the name, classification, and actual hourly rate of wages and any benefits paid to each worker employed by it to perform services pursuant to the contract or any subcontract, and shall preserve those records for two years after the date of payment. The records shall be open at all reasonable hours to inspection by the Authority.

12.6 Disclosure of Investment Activities in Iran. Pursuant to N.J.S.A. 52:32-58, all proposals submitted in response to this RFP must include the bidder's certification that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the State of New Jersey Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities. A copy of the Disclosure of Investment Activities in Iran form included in ATTACHMENT #2 must be completed and submitted by each bidder with its proposal.

13.0 SELECTION PROCESS

13.1 All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be evaluated by an evaluation committee pursuant to the criteria specified below. The Authority reserves the right to request clarifying information subsequent to submission of the proposals, if necessary.

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

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

- (1) Bidder's fee proposal;
- (2) Bidder's qualifications and experience;
- (3) Bidder's knowledge of best practices in marketing for economic development organizations and/or BRAC-related local redevelopment authorities;
- (4) Bidder's understanding of the Scope of Services and project requirements;
- (5) Bidder's general overview and approach in meeting the requirements of this RFP;
- (6) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP as ATTACHMENT #1;
- (7) Bidder's experience in successfully completing projects of a similar scope and size to that required by this RFP;
- (8) Qualifications and experience of key team members/subconsultants assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP;
- (9) Overall quality of response to RFP; and
- (10) Quality of oral interview, if any.

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

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

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

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

13.8 Award of Contract

Award of Contract to the selected Consultant will be subject to FMERA and the selected Consultant signing and exchanging a contract for services.

14.0 Ownership and Use of Documents

All creative material, data, technical information, materials gathered, originated, developed or prepared in the performance of the contract, including, but not limited to, all logos, tag lines, web pages, reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) days' notice by the Authority. Regarding software computer programs and/or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Consultant or sub-contractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of the contract, the Consultant or sub-contractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

In the event the Consultant's proposal identifies bringing pre-existing intellectual property into a project, the background intellectual property ("Background Intellectual Property") owned by the Consultant on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Consultant. The contract, grants to the Authority, a non-exclusive, perpetual

royalty-free license to use any of the Consultant's Background Intellectual Property delivered to the Authority for the purposes contemplated by the contract and any extensions thereto.

ATTACHMENT #1 SCOPE OF SERVICES

Objective

The Authority is seeking a marketing consultant (the “Consultant”) to provide professional services in four areas: 1) the refinement of the FMERA brand; 2) placemaking; 3) media and publicity; and 4) lead/prospect sourcing. These services will promote and articulate the Authority’s mission – the redevelopment of Fort Monmouth – and spotlight the Fort’s attributes to our stakeholders, prospects and other interested parties. The selected Consultant will also assist the Authority in upgrading the content on FMERA’s website, www.fortmonmouthnj.com, and expanding our reach through social media. FMERA’s intention is to increase and enhance its communication and interactions with FMERA’s stakeholders, and further our marketing effort to interested parties.

Specifically, the Scope of Services encompasses the following:

1. **Refinement of the FMERA brand:** The selected Consultant will review FMERA’s logo, tagline and mission statement, and offer recommendations for updating/refining FMERA’s brand to best communicate FMERA’s economic development, job creation and redevelopment goals. The selected Consultant will also offer recommendations for incorporating FMERA’s brand into the iconic monuments and wayfinding signage to be installed on the Fort. These services are anticipated to represent approximately **ten (10%) percent** of the selected Consultant’s work.

2. **Media and Publicity:** The selected Consultant will perform the following tasks:
 - Review FMERA’s website and collateral materials, and provide recommended updates/edits/additions;
 - Review and critique FMERA’s social media presence and e-newsletter, and provide recommendations for expanding FMERA’s social media footprint;
 - Identify and pursue opportunities for earned media;
 - Identify opportunities for social media engagement;
 - Draft press releases, social media posts and ads;
 - Generate content for all of the above on a monthly basis; and
 - Train FMERA staff on social media best practices and use.

These services are anticipated to represent approximately **twenty-five (25%) percent** of the selected Consultant’s work.

3. **Placemaking:** The selected Consultant will help FMERA create a sense of place at the Fort and build a community founded on the Reuse Plan’s objectives of promoting a forward-looking, green, transit friendly, live-work-play environment, focused on the technology sector as its primary targeted industry. The selected Consultant will further this goal by planning and organizing events, creating/leading familiarization tours, and expanding FMERA’s and the Fort’s social media presence. The selected Consultant will plan separate and distinct tours for each of FMERA’s key stakeholder groups – real estate developers, tech users, and the general public -- and train FMERA staff to conduct them.

These services are anticipated to represent approximately **twenty-five (25%) percent** of the selected Consultant's work.

4. **Lead and Prospect Sourcing:** The selected Consultant will work closely with FMERA staff to generate interest in real estate development opportunities on the Fort, with an emphasis on FMERA's available properties and current and planned requests for proposals. The selected Consultant will identify potential prospects, review the prospect list with FMERA staff, contact approved prospects, and arrange/participate in meetings and tours. These services are anticipated to represent approximately **forty (40%) percent** of the selected Consultant's work.

The selected Consultant shall commence work within one week of executing a contract with FMERA.

Please note that as a state-level economic development organization, FMERA coordinates its branding and marketing initiatives with the New Jersey Economic Development Authority, the New Jersey Business Action Center, Choose New Jersey and the Executive Branch of state government. The content of any earned media efforts by the selected Consultant is subject to the final approval of FMERA staff. Further, the Consultant shall not issue news releases pertaining to any aspect of the services being provided nor shall it use the names, logos or images of the State of New Jersey or FMERA, or any data or results arising from the performance of work under the contract, as a part of any commercial advertising under the contract to FMERA without the prior, written consent of FMERA staff. All such requests shall be directed to FMERA through its Designated Representative, who shall coordinate such approvals to be granted, if any.

ATTACHMENT #2
STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions:

A. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Consultant is specifically instructed otherwise in the RFP or in any other amendment

thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

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

III. Consultant's Status and Responsibilities:

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

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

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

D. Responsibilities of Consultant:

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

2. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority of any rights under the Contract or of any cause of action arising out of the Consultant's performance of the Contract.

3. The acceptance of, approval of or payment for any of the services performed by the Consultant under the Contract shall not constitute a release or waiver of any claim the Corporation has or may have for latent defects or errors or other breaches or warranty or negligence.

4. Except for those subconsultants identified in the Consultant's response to the RFP, the Consultant shall not hire, employ or otherwise engage subcontractors to furnish the performance contemplated by the Contract, unless the prior written approval of the Authority is obtained by the Consultant.

5. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the Authority may have against the Consultant.

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

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

G. Indemnity/Liability to Third Parties:

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

2. The Consultant shall hold and save the Authority, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the Contract.

3. The Consultant further agrees that:

a) Any approval by the Authority of the work performed by the Consultant shall not operate to limit the obligations of the Consultant assumed in the Contract;

b) The Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants or employees for any claim which may arise out of its performance of the Contract; and

c) The provisions of this indemnification shall in no way limit the Consultant's obligations assumed in the Contract, nor shall they be construed to relieve the Consultant from any

liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

H. Availability of Records: The Authority has the right to request, and the Consultant agrees to furnish free of charge, all information and copies of all records and documents which the Authority requests. The Consultant shall allow the Authority to visit the office(s) of the Consultant periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Consultant pursuant to the Contract. The Contractor shall maintain all documentation related to subcontracts related to the contract for a period of five years from the date of final payment by FMERA to the Contractor. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Any failure by the Consultant to maintain or produce such records or to otherwise cooperate with the Authority may be, at the Authority's discretion, cause for termination of the contract award and/or suspension or debarment of the Consultant from the Authority.

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

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

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

IV. Contractual Relationship:

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

B. Mergers, Acquisitions and Dissolution:

1. Merger or Acquisition: If, subsequent to the award of any contract, resulting from the RFP, the Consultant shall merge with or be acquired by another firm, for purposes of this Contract only, the documents set forth below must be submitted to the Authority for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award upon ten (10) days' notice by the Authority to the Consultant. In such case, the provisions of VI.C. and VI. D shall apply. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.

a) Corporate resolutions prepared by the awarded Consultant and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.

b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, Political Disclosure Form, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all updated information, including ownership disclosure, pursuant to the provisions contained herein.

c) The acquirer's or resulting entity's Federal Employer Identification Number.

d) Ownership Disclosure: Within thirty (30) days after any merger or acquisition, the Consultant must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Consultant has the continuing obligation to notify the Authority of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Authority.

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

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

V. Mandatory Compliance with Law: The Consultant's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority. The list of laws, regulations and/or codes

cited herein is not intended to be an exhaustive list and is available for review at the State Library, 155 West State Street, Trenton, New Jersey 08625.

A. Corporate Authority:

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

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

1. The Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - i. Appropriate evidence that the consultant is operating under an existing Federally approved or sanctioned affirmative action program;
 - ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - iii. An employee information report (Form AA302) electronically provided by the NJ Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency, through the Division's website, to be completed by the consultant, in accordance with N.J.A.C. 17:27-4.
2. During the performance of this contract, the Consultant agrees as follows:
 - i. Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

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

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

iv. Consultant agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

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

4. The Consultant agrees to comply with the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.

5. The Consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

6. The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

7. The Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.

8. The Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

9. The Consultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

C. Americans with Disabilities Act: The Consultant shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C., Sec. 12101, et seq.

D. Bidders Warranty: By submitting a proposal in response to the RFP, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. The penalty for breach or violation of this provision may result in termination of the contract award without the Authority being liable for damages, costs and/or attorney fees or, in the Authority's discretion, a deduction from the Contract price or consideration the full amount or such commission, percentage, brokerage or contingent fee.

E. Standards Prohibiting Conflicts of Interest: The following prohibitions shall apply to all contracts made with the Authority.

1. No Consultant shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an officer or employee of the Authority from any State Bidder or Consultant shall be reported in writing forthwith by the vendor to the State Attorney General.

3. No Consultant may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Consultant to any officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority

or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.

4. No Consultant shall influence, or attempt to influence or cause to be influenced any officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said officer or employee.

5. No Consultant shall cause or influence, or attempt to cause or influence, any officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Consultant or any other person.

6. It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

7. No Consultant may, directly or indirectly, undertake any private business, representation, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Consultant to any present or prospective purchasers, bidders, and proposer arising from or in connection with acquisition, lease, or sale of any property or services by or to the Authority.

F. Business Registration:

1. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (“BRC”) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.

2. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder’s bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at www.state.nj.us/njbgs/services.html.

3. Before performing work under the Contract, all subcontractors of the Consultant must provide the Consultant proof of New Jersey business registration. The Consultant shall forward the business registration documents on to the Authority.

G. Set-Off for State Tax

1. Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services at the same time a taxpayer,

partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

2. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protestor subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (c. 52:32-35), shall be stayed.

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

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

B. For Cause:

1. Where a Consultant fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days' notice to the Consultant.

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

C. Upon a termination of the Contract award under this or any other paragraph herein, the Consultant shall be entitled to receive as full compensation for services rendered up to the date of termination for that portion of the fee which the services were actually and satisfactorily performed by it, as determined by the Authority, shall bear to the total services contemplated under the Contract, less payments previously made.

D. Upon termination of the Contract award, the Authority may acquire the services which are the subject of the Contract from another source and may charge the Consultant whose Contract award has been terminated the difference in price, and the said Consultant shall be liable for same.

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

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

Fort Monmouth Economic Revitalization Authority
Bruce Steadman, Executive Director
P.O. Box 267
Oceanport, NJ 07757

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

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

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

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

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

IX. Notices: All notices required under the Contract shall be in writing and shall be validly and sufficiently served by the Authority upon the Consultant, and vice versa, if addressed and

mailed by certified mail to the addressee set forth in the Contract. Notice to the Authority shall be mailed to the following address:

Mailing and Overnight Delivery Address:
Fort Monmouth Economic Revitalization Authority
P.O. Box 267
Oceanport, NJ 07757

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

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

**ATTACHMENT #3
REQUIRED FORMS**

**TWO-YEAR VENDOR CERTIFICATION AND
DISCLOSURE OF POLITICAL CONTRIBUTION**

AND

AFFIRMATIVE ACTION SUPPLEMENT

**ATTACHMENT #4
FEE SCHEDULE**

Task	Estimated Work Hours	Fully Burdened Hourly Rate	Maximum Not to Exceed Cost
Brand Refinement			
Media & Publicity			
Placemaking			
Lead & Prospect Sourcing			
Totals¹			

¹ Total cost not to exceed \$80,000 for the first contract year.

**Fully Burdened Hourly Rate for Each Position –
Work Outside the Scope, if any**

Position	Fully Burdened Hourly Rate

Bidder's Name: _____

Bidder's Address: _____

Bidder's FEIN: _____

By signing below, I certify that I am authorized to bind the Bidder to the proposed fees stated above.

By: _____

(Printed Name)

Date: _____