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**REQUEST FOR PROPOSALS**

**FOR**

**Independent Auditing Services**

Issued by the

**FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY**

Date Issued: September 28, 2018

**Responses due by 12:00 P.M. EDT on October 29, 2018**

## **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 Independent Auditing Services (the “Independent Auditor”) is soliciting Technical Proposals and Fee Proposals from qualified independent auditing firms of certified public accountants to conduct an audit of the financial statements of the Authority for the fiscal years December 31, 2018, 2019 and 2020. The independent auditing services are required to satisfy the requirements of Executive Order No. 122 (McGreevey 2004) and Executive Order No 37 (Corzine 2006). As stated in Executive Order 122 (McGreevey 2004), public authorities, agencies and commissions of the State of New Jersey, such as the Authority, oversee billions of dollars in public funds. An independent auditing process is fundamental to the ability of these entities to oversee such funds, to set appropriate financial policies, to ensure that management maintains effective internal controls and to ensure that financial statements are free from material misstatements.

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

The Independent Auditor will be engaged for the fiscal years December 31, 2018, 2019 and 2020. The Authority reserves the right to extend the term of engagement for two (2) one (1) year extension options.

For a comprehensive overview of the Fort Monmouth Economic Revitalization Authority’s financial position, operations and accomplishments, proposers should refer to the Authority’s 2017 Comprehensive Annual Report at:

<https://www.fortmonmouthnj.com/public-information/annual-reports-audits/>

## **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 economics, 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.52:271-1 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 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 2017, approximately 500,000 sf of new and renovated buildings were occupied, and 1,500 people were employed on the former Fort. Currently, about 70% of the Fort’s acreage is either sold, under contract, or in negotiations. FMERA anticipates completing redevelopment of the entire Fort by 2027.

### **3.0 SCOPE OF SERVICES**

The Scope of Services is **ATTACHMENT #1**.

### **4.0 PROPOSAL SUBMISSION**

**Three (3) copies** of the Proposal (one (1) unbound original; one (1) bound copy; and one (1) copy in PDF format on a CD or USB) must be submitted marked “Proposal for Independent Auditing Services - Fort Monmouth Economic Revitalization Authority” and addressed to:

Bruce Steadman  
Executive Director  
Fort Monmouth Economic Revitalization Authority

**Proposals must be received by October 29, 2018 at 12:00 P.M. Eastern Standard Time (EST).**

**Proposals may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757 at FMERA Offices: 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ 07757 by October 29, 2018 at 12:00 P.M.**

**Hand delivered proposals must be received at the FMERA Staff Office, 502 Brewer Avenue, Oceanport, NJ by October 29, 2018 at 12:00 P.M.**

**For US mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ. All US mail deliveries must be received by October 29, 2018 at 12:00 P.M.**

**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 October 29, 2018 at 12:30 P.M. at the Authority Office located at 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ 07757.**

The Authority reserves the right to hold oral interviews with any, or all of the firms submitting Proposals. The Authority expects to hold oral interviews, if any, on or about November 14, 2018. If held, each firm being requested to attend oral interviews will be notified by the Authority on or about November 9, 2018.

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 firms submitting Proposals. In the event that all Proposals are rejected, the Authority reserves the right to re-solicit proposals.

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

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

The responding firm assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after the proposals are opened because of a 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 bidder or your bidder's representatives concerning this RFP are **NOT** permitted during the term of the submission and evaluation process (except in an oral interview as set forth above in Section 4.0, and as set forth in Section 5.0 below). Communications regarding this RFP in any manner (except as set forth above in Section 4.0 and as set forth in Section 5.0 below) will result in the immediate rejection of your firm's Proposal.



## **5.0 QUESTIONS AND ANSWERS**

The Authority will accept questions from firms regarding any aspect of this RFP via e-mail only until 5:00p.m. Eastern Daylight Time on October 17, 2018. Questions should be directed via e-mail to:

[jlepore@njeda.com](mailto:jlepore@njeda.com)

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

## **6.0 SUBCONTRACTING PROHIBITED**

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

## **7.0 ASSIGNMENT PROHIBITED**

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

## **8.0 SUBSTITUTION OF STAFF**

If it becomes necessary for the Independent Auditing Firm to substitute any management, supervisory or key personnel, the Authority shall be notified, and the firm shall identify the substitute personnel and the work to be performed. The firm must provide detailed justification documenting the necessity for the substitution. The substitution must have qualifications and experience equal to or better than the individual originally proposed or currently assigned.

## **9.0 THE PROPOSAL**

The Proposal to be submitted by your firm consists of the Technical Proposal and the Fee Proposal. The original and copies of the Fee Proposal are to be submitted in a separate sealed envelope. Additionally, the requested supporting documents listed in Section 10.0 below must be included with the Technical Proposal.

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

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

- I. Cover Letter
- II. References
- III. Description of Firm'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 14.5 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 14 below. Proposals should be submitted on 8 ½ by 11-inch pages.

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

**10.1.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 firm 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 firm enabling it to operate.

**10.1.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.

**10.1.C Description of Firm's Prior Experience and Qualifications**

Through a response to the specific requests below, the responding firm 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.

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

Each case study should indicate:

- a. basic background information regarding the engagement
- b. the name and address of the audit client
- c. dates and locations of the engagement
- d. the means and methods utilized to conduct the audit

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

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

#### **10.1.D Management Overview and Approach**

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

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

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

#### **10.1.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. 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.



### **10.1.F Key Team Member List**

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

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

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

### **10.1.G Resumes of Key Team Members**

A resume of each Key Team Member should be included.

### **10.1.H Disclosure of Investment Activities in Iran**

See Section 14.5 of the RFP for instructions on completing this form.

## **11.0 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. The fee proposal should also include all reimbursable expenses for each task or subtask to be completed as part of this engagement. Please use the Fee Schedule Form attached hereto as **ATTACHMENT #4** to present your firm's proposed fees for this engagement.

Each firm is required to hold its prices firm through the selection process and the appointment of the Independent Auditor by the Authority. In addition, the Authority requires that prices remain firm throughout the initial three (3)-year term of the contract, and pricing may be adjusted for one



or both extension years, based on a percentage price escalator contained in the proposer's Fee Schedule.

## **12.0 STANDARD TERMS AND CONDITIONS**

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

## **13.0 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 firm. The form of the confidentiality agreement is not subject to negotiation and no proposed comments or revisions will be entertained by the Authority. In connection with performing the services required under this RFP, the Independent Auditor and its employees, may receive, review and become aware of proprietary, personnel, commercial, marketing and financial information of the Authority, its employees, members, borrowers or business associates, that is confidential and/or proprietary in nature ("Confidential Information"). The Independent Auditor agrees that the use and handling of Confidential Information by the Independent Auditor and its employees shall be done in a responsible manner and solely for furtherance of the services under this RFP. Other than to its employees who have a need to know Confidential Information in connection with performance of the services under this RFP, the Independent Auditor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Independent Auditor shall be responsible to assure that its employees do not disclose any Confidential Information without the prior written consent of the Authority. The Independent Auditor shall inform each of its employees that receives any Confidential Information of the requirements of this section and shall require each such employee to comply with such requirements.

## **14.0 COMPLIANCE WITH STATE LAW REQUIREMENTS**

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

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

No Authority can award a contract unless a valid *BRC* is obtained for each entity, as required by law. In the event the Proposer and or joint venture partners 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.

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

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

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

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

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

[http://www.state.nj.us/treasury/revenue/pdf/forms/reg\\_a.pdf](http://www.state.nj.us/treasury/revenue/pdf/forms/reg_a.pdf)

The consultant providing goods or performing services under this contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "*Sales and Use Tax Act*", P.L. 1966, c. 30 (N.J.S.A. 54:328-1 et seq.) on all their sales of tangible personal property delivered into the State.

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

#### **I. Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

- (a) make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7;
- (b) knowingly conceal or misrepresent a contribution given or received;
- (c) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (d) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
- (e) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7, to the extent EO 7 is applicable to the proposing firm and as required by law;
- (f) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7, 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 Independent Auditor under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of a proposal to the RFP are available for review on the Division of Purchase and Property website at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

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

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

**Please refer to ATTACHMENT #3 for copies of the Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form and instructions. Failure to submit the attached Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form may be cause for rejection of your firm’s proposal.** The firm selected to provide services to the Authority as the Independent Auditor shall maintain compliance with Chapter 51, EO 117 and EO 7 during the engagement.

**14.3** 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.

**14.4** 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 must 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 Division of Purchase and Property website: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

A copy of the Affirmative Action Supplement with Affirmative Action Employee Information Report is attached hereto as **ATTACHMENT #3**.

**14.5** 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. The attached Disclosure of Investment Activities in Iran form included in **ATTACHMENT #3** must to completed and submitted by each bidder with its Proposal.

## **15.0 SELECTION PROCESS**

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

**15.2** The Auditor Evaluation Committee will review and score each Technical Proposal pursuant to the criteria specified below in Section 15.3.

**15.3** The criteria used to evaluate each firm's Technical Proposal shall include, but not be limited to expertise, capacity, experience and personnel and may include the following evaluation criteria categories:

1. Bidder's experience, certifications and licenses in providing Auditing Services for State of New Jersey Agencies and Authorities.
2. Bidder's experience with Economic Development Conveyance (EDC), Base Realignment and Closure (BRAC) and military interaction.
3. Bidder's quality of relevant service to the governmental entities in previous transactions.
4. Bidder's familiarity with Federal laws, rules and regulations relevant to governmental audits.
5. Bidder's experience in successfully completing governmental audits of a similar size and scope required by the Scope of Services, as evidenced in the narratives submitted.
6. Bidder's detailed approach and plans to perform the services required by the Scope of Services.
7. Bidder's understanding of the Scope of Services and project requirements.
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. Quality and completeness of response to this RFP.



**15.4** 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.

**15.5** Proposals will receive a ranking based on an evaluation of each, except that, at its sole option, the Audit Evaluation Committee may conduct interviews, and such interviews, when employed, shall determine final ranking, based on the evaluation criteria.

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

**15.7** Notwithstanding anything to the contrary herein, the Authority has no obligation to make an award 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.

**15.8** 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.

**ATTACHMENT 1**

**Scope of Services**

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## **I. General Objectives**

- a) The Authority requires an audit of its financial records and financial statements each fiscal year. The objective of the audit is to express an opinion as to the fair presentation of the balance sheet and related statements of revenues, expenditures and changes in net assets and statement of cash flows for the Authority. Although the Authority will be responsible for the initial preparation of the financial statements, the selected Independent Auditor will be required to provide assistance with the year-end accruals and adjusting entries, and the accompanying notes to the financial statements.
- b) An entrance conference or engagement meeting will be held with Authority staff and the Independent Auditor will be required to meet with and report directly to the Audit Committee in accordance with Executive Order No. 122 (McGreevey 2004) to discuss the audit, progress status and related accounting policy issues. In accordance with Executive Order 122, at least twice each year, the Audit Committee shall hold a private meeting with the Independent Auditor. One of these meetings shall be held prior to commencement of the audit and the other upon issuance of the final audit report. Limited meetings, if any are so deemed necessary by the Audit Committee, may be held during the term of the contract and any extensions thereto. The responsible partner must attend such meetings with the Audit Committee.
- c) Upon completion of the audit and prior to the submittal of the final audit report, or at any other time so designated by Authority staff or deemed necessary by the Independent Auditor, the Independent Auditor will meet with Authority staff to discuss the audit findings.
- d) The Independent Auditor shall be considered to have completed all work required only upon acceptance of the final audit report by the Authority board.

## **II. Scope of Audit**

- a) The following functions are to be audited, at a minimum: (1) recording of journal transactions; (2) postings to the general ledger; (3) preparation of the financial statements.
- b) The Independent Auditor must provide a management letter for each fiscal year. The letter should deal with substantive issues and provide constructive management comments, if any.

## **III. Completion Dates**

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

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

- f) As part of its responsibilities, the Independent Auditor shall submit to the Authority for distribution to the Members of the Authority, twenty (20) copies of the final, bound reports.

#### **IV. Form and Content of Audit Report**

The audit report shall contain, but not be limited to, the following parts:

- a) Table of Contents
- b) Independent Auditors' Report
- c) Management Discussion and Analysis (Unaudited)
- d) Financial Statements
  - 1. Statements of Net Position
  - 2. Statements of Revenues, Expenses, and Changes in Net Position
  - 3. Statements of Cash Flows
  - 4. Notes to Financial Statements
- e) Supporting Schedules – As required

#### **V. Consultation on Report Findings and Recommendations**

Upon completion of the work required, the Independent Auditor shall be available for attendance at board meetings, hearings, reviews, conferences, etc., as may be necessary to present, testify on or to discuss the final audit report.

#### **VI. Ownership of Materials**

Ownership of all data, material and documentation (excluding audit work papers) originated and prepared for the Authority pursuant to this engagement shall belong exclusively to the Authority.

#### **VII. Audit Work Papers**

The Independent Auditor shall, at any time during the course of the audit, and at the conclusion thereof, make available to the Authority for inspection and review, the working papers developed during the audit including the following:

- a) The facts gathered and documents obtained
- b) Computations and analyses performed
- c) Other pertinent data and working papers related to the audit

Audit working papers will be indexed in a logical manner and show evidence that each working paper or group of working papers has been subjected to appropriate supervisory review. Working papers will be clearly titled, dated, and show the name of the auditor preparing the working paper. The working papers will be retained for a period of three (3) years and are subject to review by the Authority. The Independent Auditor will retain ownership of the audit work papers.

#### **VIII. Accounting Records**

The Independent Auditor is required to maintain accounting records and other evidence pertaining to the costs incurred during the engagement and to make the records available to the Authority at all reasonable times during the engagement and for three (3) full years from the date of the final payment to the Independent Auditor by the Authority.

**IX. Billing/Invoicing**

- a) 40% Upon completion of interim
- b) 40% Upon completion of 1<sup>st</sup> month year-end fieldwork
- c) 20% Upon completion of deliverables as set forth in the Scope of Services

**X. Additional Services/Work**

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

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**ATTACHMENT #2**  
**STANDARD TERMS AND CONDITIONS**

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## 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 proposal in response to the RFP to provide the Authority services specified in the RFP.

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

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

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

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

**A.** These Standard Terms and Conditions are automatically incorporated into the Contract unless the Contract Manager 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 Contract Manager's terms and conditions conflict with the Authority's, the Authority's Standard Terms and Conditions will prevail, unless the Contract Manager is notified in writing of the Authority's acceptance of the Contract Manager's terms and conditions.

### III. **Contract Manager's Status and Responsibilities:**

- A. **Contract Manager's Status:** The Contract Manager's status shall be that of an independent Contract Manager and not that of an employee of the State or the Authority.
- B. **Contract Manager's Certification as to its Representations:** The Contract Manager 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 Contract Manager 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 Contract Manager'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 Contract Manager's enforcement of its rights under the Contract including any and all claims at law or equity.
- C. **Contract Manager's Performance:** The Contract Manager agrees to perform in a good, skillful and timely manner all services set forth in the Contract. The Contract Manager has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Contract Manager's ability to be awarded or to perform its obligations under the Contract.
- D. **Responsibilities of Contract Manager:**
  - 1. The Contract Manager is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Contract Manager under the Contract.
  - 2. The Contract Manager 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 Contract Manager's performance of the Contract.
  - 3. The acceptance of, approval of or payment for any of the services performed by the Contract Manager 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 Contract Manager's response to the RFP, the Contract Manager 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 Contract Manager.
5. The Contract Manager's obligations under this clause are in addition to the Contract Manager'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 Contract Manager.

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**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 Contract Manager 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 Contract Manager, 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 Contract Manager 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 Contract Manager further agrees that:
  - a) Any approval by the Authority of the work performed by the Contract Manager shall not operate to limit the obligations of the Contract Manager assumed in the Contract;
  - b) The Authority assumes no obligation to indemnify or save harmless the Contract Manager, 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 Contract Manager's obligations assumed in the Contract, nor shall they be construed to relieve the Contract Manager 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 Contract Manager agrees to furnish free of charge, all information and copies of all records and documents which the Authority requests. The Contract Manager shall allow the Authority to visit the office(s) of the Contract Manager periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contract Manager pursuant to the Contract. Any failure by the Contract Manager 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 Contract Manager from the Authority. The Contract Manager 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 Contract Manager. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**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 Contract Manager 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 Contract Manager 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 Contract Manager, 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 Contract Manager 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 Contract Manager 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 Contract Manager's rights under the Contract without the prior written consent of the Authority shall not relieve the Contract Manager 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 Contract Manager 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 Contract Manager. 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 Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager'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 Contract Manager 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 Contract Manager shall promptly provide notice to the Authority of all information related to its merger, acquisition and/or dissolution.

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

1. The Contract Manager 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 contractor (i.e. Contract Manager) 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 Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.
2. During the performance of this contract, the contractor (i.e. Contract Manager) agrees as follows:
  - i. Contractor (i.e. the Contract Manager) or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that 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 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;

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

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

iv. Contractor (i.e. the Contract Manger) or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

3. The Contract Manager 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 Contract Manager's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contract Manager and each subcontractor agree 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.
5. The Contract Manager and each subcontractor agree 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.
6. The Contract Manager and each subcontractor agree 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.

7. The Contract Manager and each subcontractor agree 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.
8. The Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager shall be reported in writing forthwith by the vendor to the State Attorney General.

3. No Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager 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 Contract Manager or any other person.
6. It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

**F. Business Registration:**

1. All New Jersey and out of State Corporations must obtain a Business Registration Certificate (“BRC”) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.
2. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every 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](http://www.state.nj.us/njbgs/services.html).
3. Before performing work under the Contract, all subcontractors of the Contract Manager must provide the Contract Manager proof of New Jersey

business registration. The Contract Manager shall forward the business registration documents on to the Authority.

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

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

**VII. Contract Manager Compensation:** The Contract Manager 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.



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

Fort Monmouth Economic Revitalization Authority  
Bruce Steadman, Executive Director

The insurance to be provided by the Contract Manager 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 Contract Manager, and vice versa, if addressed and mailed by certified mail to the addressee set forth in the Contract. Notice to the Authority shall be mailed to the following address:

Overnight Delivery Address:  
Fort Monmouth Economic Revitalization Authority  
100 Barton Avenue  
Oceanport, New Jersey 07757

US Postal Service:  
P.O. Box 267  
Oceanport, NJ 07757

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

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

**AND**

**AFFIRMATIVE ACTION SUPPLEMENT**

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**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION #:** \_\_\_\_\_

**VENDOR/BIDDER:** \_\_\_\_\_

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

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

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

**CHECK THE APPROPRIATE BOX**

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

**OR**

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

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

**ENTITY NAME:** \_\_\_\_\_

**RELATIONSHIP TO VENDOR/BIDDER:** \_\_\_\_\_

**DESCRIPTION OF ACTIVITIES:** \_\_\_\_\_

**DURATION OF ENGAGEMENT:** \_\_\_\_\_

**ANTICIPATED CESSATION DATE:** \_\_\_\_\_

**VENDOR/BIDDER CONTACT NAME:** \_\_\_\_\_

**VENDOR/BIDDER CONTACT PHONE No.:** \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, 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 that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

## INFORMATION AND INSTRUCTIONS

### For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

#### Background Information

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

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

#### Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

#### Instructions for Completing the Form

**NOTE:** Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

#### Part 1: BUSINESS ENTITY INFORMATION

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

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

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

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

**Business Type** - Check the appropriate box that represents the vendor's type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)



**Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

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

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

**Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.



## Public Law 2005, Chapter 51 and Executive Order 117 (2008)

### State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

### **USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117**

- **“Business Entity/Vendor”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s civil union partner and any child residing with that person. <sup>1</sup>
- **“Officer”** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

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

**USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117**

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



State of New Jersey  
Department of the Treasury

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

**FOR STATE AGENCY USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholder of a PC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All Equity partners of a Partnership**

**All Equity members of a LLC**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>**



**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____	
Address of Recipient _____	
Date of Contribution _____ Amount of Contribution _____	
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>	
<input type="button" value="Remove Contribution"/>	
<input type="button" value="Add a Contribution"/>	

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification**

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

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

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

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov), or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

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

<b>Official Use Only</b>	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

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

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					***** FEMALE*****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
<b>TOTAL</b>														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?  1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO.   DAY   YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>

**SECTION C - SIGNATURE AND IDENTIFICATION**

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



**ATTACHMENT #4**  
**FEE SCHEDULE**

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**Independent Auditing Services  
Fee Schedule**

<b>Fort Monmouth Economic Revitalization Authority Calendar Years 2018, 2019, &amp; 2020</b>			
<b>Task</b>	<b>Hourly Rate<sup>1</sup></b>	<b>Level of Employee</b>	<b>Estimated Reimbursable Expense Per Meeting</b>
Other			

<b>Fort Monmouth Economic Revitalization Authority 1<sup>st</sup> Extension – Calendar Year 2021</b>			
<b>Task</b>	<b>Hourly Rate</b>	<b>Level of Employee</b>	<b>Estimated Reimbursable Expense Per Meeting</b>
Other			

<b>Fort Monmouth Economic Revitalization Authority 2<sup>nd</sup> Extension – Calendar Year 2022</b>			
<b>Task</b>	<b>Hourly Rate</b>	<b>Level of Employee</b>	<b>Estimated Reimbursable Expense Per Meeting</b>
Other			

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: \_\_\_\_\_

<sup>1</sup> Includes all direct labor costs and all overhead associated with each type of personnel

**ATTACHMENT #5**  
**EVALUATION SCORE SHEET**

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## Independent Auditing Services Scoresheet

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

Evaluator #: \_\_\_\_\_

Technical Proposal Requirements	Weight in Points	Points Scored
<b>1. Description of Firm's Experience</b>	<b>60</b>	
a. Bidder's experience, certifications and licenses in providing Auditing Services State of New Jersey Agencies and Authorities.	10	
b. Bidder's experience with Economic Development Conveyance (EDC), Base Realignment and Closure (BRAC) and military interaction.	10	
c. Bidder's quality of relevant service to the governmental entities in previous transactions.	10	
d. Bidder's familiarity with Federal laws, rules and regulations relevant to governmental audits.	10	
e. Bidder's experience in successfully completing governmental audits of a similar size and scope required by the Scope of Services, as evidenced in the narratives submitted.	10	
f. Quality and completeness of response to the RFP.	10	
<b>SUB-TOTAL</b>		
<b>2. Management Overview and Approach</b>	<b>40</b>	
a. Detailed approach and plans to perform the services required by the Scope of Services.	15	
b. Understanding of the Scope of Services and project requirements	10	
<b>3. Key Team Member List &amp; Resumes</b> 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	15	
<b>SUB-TOTAL</b>		
<b>TOTAL TECHNICAL</b>		