



REQUEST FOR PROPOSALS

FOR

PROPERTY AND FACILITY MAINTENANCE SERVICES

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: June 9, 2023

Responses due by 12:00 P.M. on July 10, 2023

1.0 PURPOSE AND INTENT

The Fort Monmouth Economic Revitalization Authority (the “Authority” or “FMERA”), a state authority created pursuant to P.L. 2010, c.10 (N.J.S.A. 52:27I-18 et seq.), is responsible for the comprehensive redevelopment of Fort Monmouth. In furtherance of its mission, FMERA, by means of this Request for Proposals (the “RFP”) is soliciting Technical Proposals and Fee Proposals from qualified Firms interested in performing property and facility maintenance services described herein. These services shall utilize in-house staff and subcontractors to perform routine tasks identified in this RFP as well as other tasks as determined by FMERA to be needed during the term of the contract including procurement and management of subcontractors and/or subconsultants. The services will be performed for various properties and facilities owned, operated, leased and/or managed by the Authority. The Authority may seek to separately contract for the services provided pursuant to the terms of this RFP and nothing within this RFP shall be deemed to provide the successful Firm with an exclusive right to the Authority’s property and facility maintenance services.

During the first two weeks after the Notice of Intent to Award, the Authority and the successful Firm will agree in writing upon what services will be provided through subcontractors and what services will be provided through the successful Firm’s in-house staff. The successful Firm will also provide an updated transition and staffing plan within three (3) weeks of the date of the Notice of Intent to Award. The Authority reserves the right, in its sole discretion, to approve the transition and staffing plan.

In the event the services contracted under this RFP are scheduled to end either by contract expiration or by termination by the Authority (at the Authority’s sole discretion), or during a bid challenge period, it will be incumbent upon the successful Firm to continue the services, if requested by the Authority, until a replacement Firm can be completely operational. The successful Firm will be compensated for these services at the rates in effect when this transitional period clause is invoked by the Authority. In addition, the successful Firm agrees to provide phase-in/phase-out services for a period of not more than thirty (30) days at the rates in effect at the time. Continuity for all services required under the contract(s) must be maintained during this period unless the Authority advises otherwise.

The Authority reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Authority, price and other factors considered.

Time is critical with respect to the contract. The successful Firm must be ready, willing, and able to gear up and begin performing the work required by this RFP within thirty (30) days of the award. The successful Firm, as part of its proposal, is to submit a detailed and convincing gear up plan as to how the successful Firm will begin services within thirty (30) days of the award.

The successful Firm will be engaged for a term of twelve (12) months commencing with the date of appointment, which is expected to be on or about September 1, 2023. The Authority reserves the right to extend the term of the engagement for up to an additional four (4), twelve (12) month terms. At the time of the extension, the Authority may, at its sole discretion, elect not to extend the contract.

Properties and facilities will be maintained at various levels of care depending on whether they are:

1. Planned for reuse
2. Covered under historic preservation covenant
3. Planned for demolition
4. Occupied by tenants and/or the Authority
5. Actively marketed for sale or lease

1.1 General Definitions

The following definitions will be part of any contract awarded or order placed as a result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Authority.

Authority – Fort Monmouth Economic Revitalization Authority.

Best and Final Offer or BAFO – Pricing submitted by a Proposer upon invitation by the Authority after Proposal opening, with or without prior discussion or negotiation.

Bid or Proposal – Proposer’s timely response to the RFP including, but not limited to, the technical Proposal, fully completed Fee Schedule, and any licenses, forms, certifications, or other documentation required by the RFP.

Business Day – Any weekday, excluding Saturdays, Sundays, Authority legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Contract – The Contract for Services, this RFP, any Addendum to this RFP, and the Bidder’s Proposal submitted in response to this RFP, as accepted by the Authority.

Contract Manager – Individual responsible for the overall management and administration of the contract and Firm relationship.

Disabled Veterans’ Business Set-Aside Contract – means a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from disabled veterans’ businesses, or a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Evaluation Committee – A committee established, or Authority staff member assigned by the requesting department, to review and evaluate Proposals submitted in response to this RFP and to recommend a contract award to the CEO and/or the Board of Directors.

Fully-Loaded Monthly Fee - all direct and indirect costs to accomplish the Scope of Services (**Attachment #1**) including, but not limited to: FICA, workers’ compensation, SUI, overhead, fee or profit, clerical/administrative support, car insurance, certifications or licenses, managerial support, database equipment/fees, and all documents, forms, and reproductions thereof. Time spent in traveling to and from the work site or employee's normal workstation will not be reimbursed by the Authority. Materials and supplies should not be included.

Firm – The Bidder/Proposer awarded a contract resulting from this RFP.

May – Denotes that which is permissible, not mandatory.

Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Proposal as non-responsive

Proposer - An individual or business entity submitting a Proposal in response to this RFP.

Project – The undertaking or services that are the subject of this RFP.

Shall – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

State – The State of New Jersey.

Subcontractor and/or Subconsultant – An entity having an arrangement with the successful Firm, whereby the successful Firm uses the products and/or services of that entity to fulfill some of its obligations under its Authority contract, while retaining full responsibility for the performance of all of its (the Firm's) obligations under the contract, including payment to the Subcontractor and/or Subconsultant. The Subcontractor and/or Subconsultant has no legal relationship with the Authority, only with the Firm.

Will – Denotes that which is permissible or recommended, not mandatory.

2.0 BACKGROUND

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

The economies, environment, and quality of life of the host municipalities, Monmouth County, and the State will benefit from the efficient, coordinated, and comprehensive redevelopment and revitalization of Fort Monmouth. The Fort Monmouth Economic Revitalization Planning Authority was established pursuant to P.L.2006, c.16 (C.52:27I-1 et seq.) to plan for the comprehensive conversion and revitalization of Fort Monmouth, so as to encourage enlightened land use and to create employment and other business opportunities for the benefit of the host municipalities, of that county and the entire State. On September 4, 2008, the Fort Monmouth Economic Revitalization Planning Authority submitted a comprehensive conversion and revitalization plan for Fort Monmouth, known as the Fort Monmouth Reuse and Redevelopment Plan, (“Reuse 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 acquired the 1,127-acre Fort from the U.S. Army for the Phase 1 properties on May 29, 2014 and the Phase 2 properties on November 17, 2016 and has begun to implement the Reuse Plan, which currently provides for the development of 1,585 new housing units and an estimated 4.8 million square feet of commercial and other non-residential uses, at a total development cost of approximately \$1.5 to \$2 billion. To-date, FMERA has sold 33 parcels, and another 6 parcels are under contract or have Board-approved contracts. Currently, about 86% of the Fort’s acreage is either sold, under contract, or in negotiations.

3.0 SCOPE OF SERVICES

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

4.0 TOURS

Walk-through tours will commence on June 14, 2023 at 10:00 A.M. Tours will be available Monday through Thursday. The last day to request a walk-through tour of the Property is June 30, 2023 at 4:00 P.M. Please schedule a walk-through tour by contacting Regina McGrade at rmcgrade@njeda.com or 732-720-6350.

5.0 PROPOSAL SUBMISSION

Three (3) copies of the Proposal (one (1) unbound, original; one (1) bound copies; one (1) copy in PDF format on a CD or USB drive) must be submitted marked “Property and Facilities Maintenance Services” and addressed to:

**Kara Kopach
Executive Director
Fort Monmouth Economic Revitalization Authority**

Proposals must be received by July 10, 2023 at 12:00 P.M. Eastern Daylight Time (EDT).

Proposals may be delivered via an overnight service (FedEx or UPS) to the FMERA Office: 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ 07757 by July 10, 2023 at 12:00 P.M. (EDT).

Hand delivered proposals must be received at the FMERA Office, 502 Brewer Avenue, Oceanport, NJ by July 10, 2023 at 12:00 P.M. (EDT).

For US mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ. All US mail deliveries must be received by July 10, 2023 at 12:00 P.M. (EDT).

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 July 10, 2023 at 12:30 P.M. (EDT) at the FMERA 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 Proposers submitting Proposals. The Authority expects to hold oral interviews, if any, on or about July 24, 2023. If held, each Proposer being requested to attend oral interviews will be notified by the Authority on or about July 17, 2023.

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

Responding Proposers 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 Proposer(s). Proposals may thereafter be resubmitted, but only up to the final filing date and time.

The responding Proposer 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 Proposer’s failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the Proposer represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

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

Communications with representatives of the Authority by the Proposer or the Proposer's representatives concerning this RFP are **NOT** permitted during the term of the submission and evaluation process (except as set forth above in **Section 5.0**, and **Section 6.0**), Communications regarding this RFP in any manner (except as set forth above in **Section 5.0** and **Section 6.0**) will result in the immediate rejection of your Proposal.

6.0 QUESTIONS AND ANSWERS

The Authority will accept questions from potential Proposers regarding any aspect of this RFP via e-mail only until 4:00 p.m. Eastern Standard Time on June 30, 2023. Questions should be directed via e-mail to:

rmcgrade@njeda.com

All answers to questions posed will be posted on the Authority website at www.fortmonmouthnj.com and/or through an Addendum (if any) to this RFP made available to all potential Proposers at the Authority website. Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer's Proposal.

There are no designated dates for release of Addenda. Therefore, all interested Proposers should check the Authority's website on a daily basis from time of RFP issuance through the Proposal submission opening. It is the sole responsibility of the potential Proposers submitting a Proposal to be knowledgeable of all Addenda related to this procurement.

7.0 CONFLICT OF INTEREST

Proposer must indicate and detail any conflict of interest that exists with either their personnel or any subcontracting and/or subconsultant personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority's account, regarding these requisite services.

If such a Conflict of Interest exists with any vendor personnel or any Subcontracting and/or Subconsulting personnel being utilized for these services, the Firm must disclose such possible conflicts in the Proposal. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed.

8.0 THE PROPOSAL

The Proposal to be submitted by the Proposer consists of a Technical Proposal and a 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.

9.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

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

- I. Cover Letter
- II. References
- III. Description of Proposer's Prior Experience and Qualifications

- IV. Management Overview and Approach
- V. Organization Chart
- VI. Resumes of Key Team Members
- VII. Disclosure of Investment Activities in Iran form
- VIII. Disclosure of Investment Activities in Russia and Belarus form

All of the above items must be addressed in the submission in the same order as stated above. Each Proposer's technical proposal will be evaluated based upon the Evaluation Criteria specified in **Section 15.3** below using the Evaluation Score Sheet attached hereto as **ATTACHMENT #7**. Proposals should be submitted on 8 ½ by 11-inch pages.

9.1 Contents of Proposal – Open Public Records Act

The Authority, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1.1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the common law right to know. Subsequent to the Proposal submission opening, all information submitted by a Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Proposer. When the RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a conditional Notice of Award is issued.

10.0 DETAILED DESCRIPTION OF THE ITEMS REQUIRED IN THE TECHNICAL PROPOSAL FOLLOWS:

10.1 Cover Letter

The Proposer must include a cover letter which indicates the full name and address of the firm and the branch office location (if any) that will perform the services described in this RFP. The Proposer must indicate the name and contact information for the individual who will be the senior contact person for the responding Firm for this engagement i.e. Contract Manager. The Proposer must also indicate whether the firm is operating as an individual proprietorship, partnership, corporation, or limited liability company. The cover letter should also indicate the state of incorporation or formation of the Proposer and list all licenses obtained by the firm enabling it to operate. The cover letter must also include identification of any and all subcontractors and/or subconsultants of the Proposer.

10.2 References

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

10.3 Description of Firm's Prior Experience

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

1. Proposals must provide a description of experience within the past ten (10) years related to:
 - a. Property & Facility Maintenance Services provided in the State of New Jersey to Agencies or Authorities
 - b. Property & Facility Maintenance Services associated with military and former military installations
 - c. Any other experience the Proposer feels is relevant to Project

2. Proposals must demonstrate that the Proposer has a high level of experience in all of the areas of service covered by this RFP including, but not limited to:
 - a. A proven track record, staff resources and experience to be able to provide Property and Facility Maintenance services.
 - b. Experience utilizing a Property Maintenance and Accounting Database System.
 - c. Experience procuring, managing, and supervising subcontractors and/or subconsultants related to property and facility maintenance.
 - d. Specific experience in building operations and maintenance disciplines.
 - e. The Proposer must indicate whether it has the in-house staffing capability to meet the staffing needs required by this RFP or whether it plans to hire additional staff. The Proposer should provide evidence that its staff, resources and experience with property and facility management will enable it to effectively perform and deliver the services required of the resulting contract(s). This is to be evidenced by the qualifications and any necessary certifications of the proposed staff assigned to perform the work against the resulting contract(s), as indicated by the staff resumes, job descriptions, and staffing plan submitted with the Proposal.
3. Experience drafting Scope of Services for bidding subcontractor and/or subconsultant facility, property management and construction related projects. As well as a brief narrative describing the methodology for hiring subcontractors and/or subconsultants in alignment with the requirements of this RFP.

No subcontractors and/or subconsultants or vendors should be hired by the successful Firm for the services required under this RFP until the Authority has approved the successful Firm's staffing plan and a notice to proceed has been issued.

10.4 Management Overview and Approach

The Proposer 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 Proposer 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 Proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved.

The responding Proposer 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.

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 Proposer's ability to complete the engagement. The Proposer's response to this section should aim to demonstrate to the Authority that its detailed plans and proposed approach to completing the Scope of Services are realistic, attainable, and appropriate, ensuring the successful completion of the engagement and provision of the requested services as per this RFP.

10.5 Organization Chart

The organization chart must include all Key Team Members, their labor category and titles for this engagement. For the purposes of this engagement, a "Key Team Member" is a member 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.

Note: If the Proposal submission includes a “Key Team Member” that is a Subcontractor(s) and/or Subconsultant(s)”, the “Organization Chart” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s).

The organization chart should also list the names and position of employees who would be assigned to provide all the referenced services to the Authority and should also outline the hours the Proposer estimates each Key Member or staff member will be assigned to be on-site, each week as applicable. As part of the proposal submission, the Proposer should provide a detail of its plan to provide a qualified and trained replacement(s) to provide the requisite services during the term of the contract term and any extensions thereto, to ensure uninterrupted performance of the services, in the event of vacation, illness or personal emergency of the successful Firm’s staff assigned to perform the work. This submittal can be as simple as identifying back-up/alternate staff for key positions identified in the proposing Firm’s organization chart.

The organization chart should contain an outline of annual vacation, sick, administrative leave time for each staff member.

The Proposer must consider and include these costs when preparing its Fee Proposals as no additional fees will be paid for replacement staff.

10.6 Resumes of Key Team Members

A resume of each Key Team Member must be included. Proof of current license and certification shall be included for personnel who will be directly supervising the work or performing the work independently.

10.7 Disclosure of Investment Activities in Iran

See **Section 14.6** of this RFP for instructions on completing this form.

10.8 Disclosure of Investment Activities in Russia and Belarus

See **Section 14.6** of this RFP for instructions on completing this form.

11.0 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL

The Proposer must submit a completed and signed fee proposal to be submitted in a separately sealed envelope. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations, except to add additional lines in a category heading, if applicable. Any additional or supplemental versions of the Authority-supplied Fee Schedule will not be accepted and may result in the Proposer’s Proposal being deemed non-responsive.

Each proposing firm must submit the Fee Schedule, attached hereto as **ATTACHMENT # 4**, with its Proposal.

The monthly rates listed as part of the Fee Proposal must include all direct and indirect costs including, but not limited to: FICA, workers’ compensation, SUI, overhead, fee or profit, clerical/administrative support, car insurance, certifications or licenses, managerial support, database equipment/fees, and all documents, forms, and reproductions thereof. Time spent in traveling to and from the work site or employee's normal workstation will not be reimbursed by the Authority.

The Authority shall provide furnished office space, office supplies, utilities for the office space, and use of two Authority owned vehicles. The office space may be relocated or downsized at the discretion of the Authority.

Annual salary increases for in-house staff must be included as part of the annual escalation line item on each respective Fee Proposal. Except for annual escalation, and annual prevailing wage increase (if any), and collective bargaining (Union) increases, no additional fees will be charged to the Authority for these services.

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

Evaluation and review of the Fee Proposal will be limited to the following:

- Property and Facility Management Fees based on fixed monthly rates;
- Annual escalation, if any.
- Subcontractor/Subconsultant General & Administrative Fee

12.0 CONFIDENTIALITY AGREEMENT

The selected Firm will be required to enter into a confidentiality agreement with the Authority, attached hereto as **ATTACHMENT #8**. The executed confidentiality agreement must be returned to the Authority prior to the commencement of performance by the selected Firm and all sub-Firms. The form of the confidentiality agreement is not subject to negotiation and no proposed comments or revisions will be entertained by the Authority.

13.0 STANDARD TERMS AND CONDITIONS & REQUIRED INSURANCE

By submitting its proposal, the Firm agrees that if selected, it shall be bound by the Standard Terms and Conditions, attached hereto as **ATTACHMENT #2** and that the Firm will comply with the required insurance requirements as set forth in the Standard Terms and Conditions, attached hereto as **ATTACHMENT #2**.

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

14.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

All compliance documentation not deemed “Mandatory Form With Bid Proposal”, are required prior to contract award; however, it is preferred and encouraged that Proposers submit ALL compliance documentation with the Bid Proposal, if possible. A Proposer who fails to submit requested information within seven (7) Business Days of a written request by the Authority will be deemed non-responsive and will preclude the award of a contract to said Proposer.

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. Firms and any partners submitting a proposal are strongly encouraged to submit their *BRC(s)*, as well as the *BRC* for any named subcontractor and/or subconsultant with the proposal. The successful Firm is required to ensure that it, each partner and all subcontractors and/or subconsultant possess a valid *BRC* throughout the term of the contract and any extensions thereto.

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

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Firm must obtain and submit to the Authority, proof of a valid *BRC* registration for any subcontractor and/or subconsultant who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful Firm must provide written notice to all its intended subcontractors and/or subconsultants, if applicable, that they are required to submit a copy of their *BRC* to the Authority. The Contract Manager shall maintain and submit to the Authority a list of subcontractors and/or subconsultants and their current addresses, updated as necessary, during the course of the contract performance. No subcontract and/or subconsultant shall be entered into with a subcontractor and/or subconsultant for work under this contract, unless the subcontractor and/or subconsultant first provides to the Contract Manager, proof of the subcontractor's and/or subconsultant's valid *BRC* registration. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

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 to register with the Division of Revenue or to obtain a copy of an existing *BRC*.

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

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

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

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

14.2 Chapter 51/Executive Order No. 117

New Jersey law insulates the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. L. 2005, c. 51, as amended by the Elections Transparency Act, L. 2023, c.30, codified at N.J.S.A. 19:44A-20.13 to -20.25 ("Chapter 51").

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51, rev. P.L. 2023, c.30), a "Fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-

20.23. The decision of the Division of Purchase and Property as to what constitutes a fair and open process shall be final.

A “Continuing Political Committee” means any political organization (a)(organized under section 527 of the Internal Revenue Code; and (b) consisting of 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 \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or 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 to be a continuing political committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8(b)(8). A Continuing Political Committee does not include a “political party committee,” a “legislative leadership committee,” or an “independent expenditure committee,” as defined in N.J.S.A. 19:44A-3.

For Contracts Awarded Pursuant to a Fair and Open Process

The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building, from any Business Entity, 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 in the last four years, to a Continuing Political Committee that is determined by the Treasurer to be a conflict of interest.

In addition, it shall be a breach of the terms of the contract for the business entity to:

1. Make or solicit a contribution in violation of the statute;
2. Knowingly conceal or misrepresent a contribution given or received;
3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. 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 Lieutenant Governor;
5. 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 the Legislation;
6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Vendor Certification and Disclosure of Political Contributions for a Fair and Open Process Form, certifying either that no contributions to a Continuing Political Committee have been made by the Business Entity in the prior four years or reporting all contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity to a Continuing Political Committee in the prior four years. The required form and instructions, available for review on the Division’s website at:

<http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51, rev. P.L. 2023, c.30), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor Municipal Political Party Committee or Legislative Leadership Committee, during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

1. Make or solicit a contribution in violation of the statute;
2. Knowingly conceal or misrepresent a contribution given or received;
3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. 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 Lieutenant Governor;
5. 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 the Legislation;
6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Vendor Certification and Disclosure of Political Contributions for a Non-Fair and Open Process Form, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial or lieutenant gubernatorial candidate, Municipal Political Party Committee or Legislative Leadership Committee have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>

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 should be completed and submitted with the proposal. The contract cannot be awarded unless and until the form is properly completed and accepted. The forms can be downloaded from the Department of the Treasury website under the heading Vendor Forms: <https://www.state.nj.us/treasury/purchase/forms.shtml>

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

14.5 Prevailing Wage Requirement

The successful Firm and any subcontractor and/or subconsultant shall comply with the Prevailing Wage requirements set forth in N.J.S.A. 52:27I-31. In accordance with the Public Works Contractor Registration Act (N.J.S.A 34:11-56.26) and as required by law, the successful Firm and its subcontractors and/or subconsultants must pay employees who provide services for the contract the established wage standard for the appropriate New Jersey County and classification of building service employee or subcontractor and/or subconsultant. Annual adjustments of the prevailing wage rates will be made during the term of this contract, and if it is found that any worker employed by the successful Firm or any subcontractor and/or subconsultant covered by the contract, has been paid less than the required prevailing wage, the Authority may terminate the Firm's or subcontractor's and/or subconsultant right to proceed with the work, and the Firm shall be liable to the Authority for any excess costs occasioned by the termination. The Firm and each subcontractor and/or subconsultant shall be an accurate record showing the name, classification, and actual hourly rate of wages and any benefits paid to each worker employed by it to perform services pursuant to the contract or any subcontract, and/or subconsultant shall preserve those records for two years after the date of payment. The records shall be open for inspection by the Authority at all reasonable hours.

14.6 Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-58, all proposals submitted in response to this RFP must include the Proposer's certification that neither the Proposer, 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 Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities. A copy of the Disclosure of Investment Activities in Iran form included in **ATTACHMENT #3** must be completed and submitted by each Firm with its proposal.

14.7 Disclosure of Investment Activities in Russia and Belarus Form (should be fully completed, Signed, and Submitted prior to Contract Award)

The certification of non-involvement is required to comply with P.L. 2022, c.3, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia. See **ATTACHMENT #3**.

Under the new law, "engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. The full text of the new law is available on the Legislature's webpage at: https://www.njleg.state.nj.us/Bills/2022/A3500/3090_I1.HTM

A Proposer's failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a general partner. Failure to comply may preclude the award of a contract.

14.8 Certified Payroll Records

N.J.A.C. 12:60-5.1 of the New Jersey Prevailing Wage Act and N.J.S.A. 34:11-56.25 *et seq.* requires that certified payroll records must be submitted to the public body, by all Contractors and Subcontractors and/or Subconsultant, for each employee on the project within ten (10) days of the payment of wages. The public body shall receive, file, and make these records available for inspection during normal business hours.

14.9 Certification for EO No. 271 – COVID-19 Vaccine

On October 20, 2021, Governor Phil Murphy signed Executive Order No. 271, available at: <https://www.state.nj.us/infobank/eo/056murphy/pdf/EO-271.pdf> which requires new and potential state contractors to demonstrate that all of their employees who enter, work at, or provide services in any State location are fully vaccinated or otherwise undergo weekly testing.

Prior to an award of contract, a Proposer must complete and sign the Certification for EO No. 271 – COVID-19 VACCINE form, to certify that it shall comply with Governor Murphy’s EO No. 271 if awarded a Contract. Please **ATTACHMENT #3** for Certification form.

If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) Business Days of a request by the Authority, or the Authority may deem the Proposal non-responsive.

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 an Evaluation Committee pursuant to the criteria specified below using the Evaluation Score Sheet attached hereto as **ATTACHMENT #7**. The Authority reserves the right to request clarifying information subsequent to submission of the Proposals, if necessary.

15.2 An evaluation committee will review and score each Proposal pursuant to the evaluation criteria specified below in **Section 15.3** using the Evaluation Score Sheet attached hereto as **ATTACHMENT #7**.

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

- 1) Fee Proposal
- 2) Proposer’s experience providing Property and Facility Services for State of New Jersey Agencies and Authorities;
- 3) Proposer’s experience providing Property and Facility Maintenance Services associated with military and former military installations;
- 4) Proposer’s proven track record, staff resources and experience to be able to provide Property and Facility Maintenance services;
- 5) Proposer’s experience procuring, managing and supervising subcontractors related to property and facility maintenance and building operations;
- 6) Qualifications and experience of Key Team Members/subcontractors and/or subconsultants assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP; and
- 7) Overall quality of response to RFP including organization of materials, format, detailed approach and work plan.

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

15.6 Proposals will receive a technical score based on an evaluation of each proposal, except that, at its sole option, the Authority may conduct interviews, and such interviews, when employed, shall determine the final technical ranking, based on the evaluation criteria specified above in **Section 15.3** using the Evaluation Score Sheet attached hereto as **ATTACHMENT #7**.

Following the final technical ranking, the Cost Proposals will be opened and evaluated by Authority staff. The Authority, at its option, may reject any or all Proposals. The Authority reserves the right to request Best and Final Offer (BAFO) from the one or multiple Proposers, as the Authority may deem appropriate in its sole discretion. The invitation to submit will establish the time and place for submission of the BAFO.

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

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

16.0 Award of Contract

Award of Contract to the selected Firm will be subject to approval by the governing body of the Authority.

**ATTACHMENT #1
SCOPE OF SERVICES**

Scope of Services
Property and Facility Management Services

1.1 PROPERTY AND FACILITY MANAGEMENT SERVICES – OVERVIEW

The successful Firm will be required to provide all the services described in this RFP and all other services, including procuring, managing, and supervising all necessary subcontractors and/or subconsultants required by the Authority for the following properties:

- 1) Authority’s Headquarters, located at 502 Brewer Ave/Caren Franzini Way Oceanport NJ (including adjacent parking Lot)
- 2) All other Buildings on the Fort, as shown in **ATTACHMENT #5**, still owned by the Authority at various levels of care whether they are: (1) planned for reuse; (2) covered under historic preservation covenant; (3) planned for demolition, (4) occupied by tenants and/or the Authority; (5) actively marketed for sale.

The successful Firm should be able to adjust its services based on the changing needs of the Authority – i.e., as properties are sold or designations change. The successful Firm must provide effective and timely accomplishment of the following services and functions:

- 1) Property/Facility Management
- 2) Operation and Maintenance of Building System.
- 3) General Maintenance
- 4) Pest Control
- 5) Landscaping/Ground Maintenance¹
- 6) Snow Removal/De-Icing
- 7) Site Wide Utilities/Infrastructure
- 8) Equipment Maintenance
- 9) HVAC Service & Maintenance
- 10) Plumbing
- 11) Excavation
- 12) Pump Station Maintenance

1.1.1 Property/Facility Management

The successful Firm must provide in its proposal a detailed description of the services to provide the property/facility management functions outlined in this RFP. This service is defined as providing required services as requested by FMERA in order to maintain the buildings, inclusive of equipment, grounds, roadways, sidewalks and parking lots, in a condition defined by the FMERA. The Property/Facility Management Services will include:

- a. The successful Firm will be fully responsible for operational maintenance of the Authority’s headquarters, including facilities, parking lots, and roadways in an efficient, economical, and satisfactory manner.
- b. The successful Firm will provide all the supervision, administrative, operational, and technical functions necessary for the effective and timely accomplishment of contract requirements. FMERA must approve the successful Firm’s operational procedures. FMERA may, but is under no obligation to, inspect the property, roadways, sidewalks, parking lots, and buildings included in this Scope of Services and may audit the successful Firm’s activities to ensure compliance with the contract.

¹ Certain properties that are under contract will not require landscaping/ground maintenance. Please attend a tour for more information.

- c. FMERA will compensate or provide the successful Firm for all additional supplies, materials, tools, and equipment necessary to accomplish the property/facility management functions outlined in this RFP. The successful firm must keep a detailed inventory of all the tools and equipment purchased for use at FMERA locations. All tools and equipment currently onsite and those purchased during the contract will be the property of the FMERA. Supplies and equipment shall not be subject to a cost markup of any kind.
- d. The successful Firm will develop and implement a system to receive, record, respond, and track all service calls, trouble calls, or other operational problems. All paper and electronic records will be kept by the successful Firm and made available to FMERA and will become the property of FMERA. The firm will be required to develop and implement a report template, in a format acceptable to FMERA, listing details of each service request, preventive maintenance and other requested work shall be included as part of the monthly report per section (f) below.
- e. The successful Firm is responsible for estimating, planning, scheduling, budgeting, accounting, and reporting all costs and manpower associated with contract activities, including the successful Firm's procurement functions as directed by the FMERA.
- f. The successful Firm will develop and maintain a level of record keeping sufficient to accomplish the above functions and provide comprehensive, timely and accurate reports to the FMERA for review and/or approval on a monthly basis, as requested.
- g. It is necessary that various data be reported to FMERA on a monthly basis. The successful Firm will be responsible for developing a monthly report template, in a format acceptable to FMERA. The successful Firm will submit this monthly report to FMERA. The written monthly report will include all activities, with an executive summary, covering all preventative maintenance activities, financial information, and utility information for each calendar month not later than the 12th Calendar Day of the following month. The accounting and reporting procedures and systems will be in accordance with generally accepted accounting principles and/or Building Owners and Managers Association conventions, or as directed by FMERA.
- h. The successful Firm must provide experienced personnel for management of the property and facilities subject to this RFP. The Contract Manager will be responsible for directing and supervising work being performed by the successful Firm, its employees, subcontractor(s), and/or subconsultant(s) and its agents. The Contract Manager or an alternate designee will be available on call 24 hours per day, seven days per week, to report to the sites required. The successful Firm will provide a response time of no more than one (1) hour after receipt of an emergency call.
- i. The successful Firm must outline in its Proposal how it will handle emergency calls, the names of qualified personnel for response, and the method of transmission (i.e., cell phones, answering service, etc.) and will provide names and all access numbers to FMERA within five (5) days of the date of the notice of award. The successful Firm is required to maintain the facility during all emergency situations. The FMERA Executive Director, in conjunction with the Director of Facilities and Infrastructure, with guidance from the successful Firm, will make the determination when it would be unsafe for the successful Firm's employees to continue on-site operations.
- j. The Contract Manager will have complete authority to act for the successful Firm during the term of the contract and will be authorized by the successful Firm to perform emergency repairs, accept inspection reports, notices of deduction, and all other correspondence on behalf of the successful Firm.

- k. The Contract Manager must possess experience in supervision, operation, and maintenance programs in buildings of the approximate size and characteristics of the buildings at Fort Monmouth. The successful Firm will be responsible to ensure that the property, facilities, roadways, sidewalks, and parking lots are all maintained to ensure the safety of all tenants, visitors, contractors, subcontractors and/or subconsultants, and invitees accessing the site.
- l. In the event of any emergency repairs or replacements, whether after hours or not, the reason/cause and anticipated cost must be reported to FMERA immediately. This is not to imply that work should not begin prior to notification of the FMERA if it will increase the damage to the building or property. Any major repair, or replacement whether an emergency or not, where the anticipated cost will be more than \$2,500, requires the successful firm to provide a written description explaining what happened, and what needed to be done within five (5) days of the incident. Pictures of the damaged equipment or building area must be taken prior to the work commencing which will be used to document the action taken to our insurance provider.
- m. The successful Firm will include in its Proposal for Property/Facility Management a staffing schedule identifying the number of employees, subcontractor and/or subconsultant employees needed to enable the successful Firm to ensure the property is properly, adequately, safely, and economically manage, operate, maintain and account for FMERA's operational needs. If awarded the contract(s), the successful Firm, through workload analysis, will advise FMERA when additional staffing/hours are deemed necessary and FMERA, in its sole discretion, will consider implementation of the request.
- n. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees and subcontractors and/or subconsultants are the responsibility of the successful Firm, which is in all respects the employer or contractor of such employees and subcontractors and/or subconsultants.
- o. FMERA will have the right, in its sole discretion, to request the dismissal or reassignment of any employee or subcontractor and/or subconsultants. Upon dismissal of any employee working for the firm, FMERA shall have a chance at its sole discretion to review the resume and meet with any new employee the successful firm plans on hiring who will be stationed at Fort Monmouth. At a minimum, the successful Firm will ensure that all employees stationed at FMERA prior to commencement of services meet the compliance requirements of this RFP.
- p. The successful Firm will provide name, telephone number, cell phone number, and e-mail address for the Firm's Contract Manager and Key Members.
- q. The successful Firm is expected and required to manage and supervise all subcontractors and/or subconsultants to a high quality of service and in accordance with the requirements set forth in **ATTACHMENT #6**. For all work procured and undertaken on behalf of FMERA under this RFP, the firm must provide copies of all completed and signed subcontractor and/or subconsultant procurement and compliance forms, complete bid documents, including the scope, copies of all bids received and executed contracts. These documents will remain on file with the successful Firm and FMERA. The successful Firm shall provide electronic copies of all required documentation to FMERA.
- r. The successful Firm is expected to complete all required reports, on a timely basis.
- s. The Contract Manager, as part of the proposed fee, will assist FMERA with events held at the site including, but not limited to: setting up and breaking down conference rooms, moving tables and chairs, microphone set-up and removal, and assisting caterers, on an as-needed basis.

- t. The Contract Manager will notify FMERA of any major equipment or systems not operating, or that become non-operational at any time. The successful Firm will not delay in proceeding to repair malfunctioning equipment or systems.
- u. Any major equipment failure, repair or other property damage that is estimated to be in excess of \$2,500, all paperwork/quotes for such repair/replacement should be submitted to FMERA immediately for an investigation of the possibility of an insurance claim.

1.1.2 Operation and Maintenance of Building Systems

The successful Firm will be responsible for maintaining records of all maintenance for mechanical, electrical and other building related systems. The successful Firm will be responsible for developing a monthly report template, in a format acceptable to FMERA. The firm will provide that monthly status report to FMERA detailing all mechanical, electrical and other building system maintenance activities occurring each month, as well as, planned activities for the following month.

The Scope of Services outlined below generally describes the required services for the operation of building systems and maintenance services. However, additional services may be required in addition to those outlined in this RFP. It is the responsibility of the Proposers to review the Scope of Services and identify in its Proposal any additional services which may be required to complete the Scope of Services. The equipment and systems will be operated, maintained and repaired in accordance with manufacturers' recommended timeframes and will include all mechanical, electrical, plumbing and utility systems installed at the Authority's Headquarters, including but not limited to:

- 1) Air-conditioning equipment and systems
- 2) Air-handling/distribution equipment and systems and controls
- 3) Domestic water equipment and systems
- 4) Electrical equipment, lighting and switchgear systems and controls
- 5) Fire protection equipment and systems
- 6) Heating equipment, systems and controls
- 7) HVAC system controls and monitoring equipment
- 8) Sanitary sewage equipment and systems
- 9) Storm drainage equipment and systems
- 10) Roofing, roof flashing, and roof drains and related systems
- 11) Interior and exterior window, door, and curtain wall systems
- 12) All plumbing and exterior sprinkler systems
- 13) Emergency services and generators
- 14) Repair and Maintenance of all other equipment at the site

Please note that similar maintenance may be required at other Buildings located within Fort Monmouth as directed, however, a majority of these systems are offline in vacant Buildings and such maintenance shall only be required at FMERA's request.

- a. The successful Firm will provide all supervision, labor, materials, supplies, repair parts, tools, and equipment, and will plan, schedule, coordinate and ensure the effective and economical operation, maintenance, and repair of the building systems and equipment as specified in this RFP. All purchases and subcontracts will be procured in accordance with **ATTACHMENT #6**.
- b. All mechanical, electrical, plumbing and utility systems will be operated and maintained at an acceptable level, and according to manufacturers' recommendations throughout the contract term. An "acceptable level" of maintenance is defined as the level of maintenance which will preserve the equipment in unimpaired operating condition i.e., above the point where deterioration will begin, thereby

diminishing the normal life expectancy of the equipment. The successful Firm is responsible for performing scheduled and unscheduled maintenance and repairs, as necessary, on a 24 hour a day, 365 days per year basis, including emergency call-back service.

c. The Contract Manager will notify FMERA of any major equipment or systems not operating, or that become non-operational at any time. The successful Firm will not delay in proceeding to repair malfunctioning equipment or systems. Security and fire alarm system malfunctions must be reported immediately to the FMERA Director of Facilities and Infrastructure.

d. The Contract Manager, or an alternate designee, must be able to utilize the building management system and make the appropriate modifications to the system to ensure the buildings systems are operated in an energy efficient manner to provide the following environmental conditions:

1) The normal operating time for building equipment and systems will be considered as the time to operate the building's heating and air-conditioning equipment to provide the environmental temperatures mandated by FMERA during the heating and cooling seasons. The starting of the building HVAC equipment must be based on weather conditions, which will provide the proper environmental conditions during those hours. Equipment will not be operated unnecessarily during the evening hours, overnight, New Jersey State holidays, or when the total building or specific areas of the building are not in use.

1.1.3 General Maintenance

The successful Firm must provide in its Proposal a detailed description of the services it can provide as related to general maintenance, as needed/requested by FMERA. The successful Firm will provide general maintenance services for FMERA through self-performance, a subcontractor and/or subconsultant, but must be procured through process set forth in **ATTACHMENT #6**. Such services may include, but not be limited to, masonry, carpentry, painting, fencing/screening repair/installation, and incidental repair work.

1.1.4 Landscape/Ground Maintenance

The successful Firm must provide in its Proposal a detailed description of the services it can provide as related to landscape and ground maintenance, as needed/requested by FMERA. The successful Firm will provide landscape and ground maintenance services for FMERA through self-performance, subcontractor and/or subconsultant but must be procured through the process as set forth in **ATTACHMENT #6**. The successful Firm, or the identified subcontractor and/or subconsultant, will provide services including but not limited to: mowing, weed control, pruning, tree removal, seasonal clean-ups, trash/debris removal. Should the successful Firm identify any additional services which have not been included in this Scope of Services it must include those services in its proposal and list them as additional services.

1.1.5 Snow Removal/De-Icing

The successful Firm must provide in its Proposal a detailed description of the services it will provide as related to providing snow removal services. Snow and ice shall be removed from sidewalks, entrances and buildings as necessary for safety throughout the season. Snow and ice shall be removed from the road, driveways and parking areas as required for safety, (Buildings 502 and parking lot, Buildings 600, 602) as directed by FMERA. The successful Firm will provide snow removal services for all parking lots, entrance and exit roads to the facility, and for other FMERA owned property, as directed.

Snow and ice removal will be provided as necessary for accessibility and/or to eliminate hazards. All necessary manpower, supplies and equipment for snow removal operations will be provided by the successful Firm, as required for Buildings 502 and parking lot, and Buildings 600, 602).

The successful Firm must require, in its Request for Proposals to subcontractors and/or subconsultants for snow removal, hourly rates for snow removal including the rates for equipment, and personnel (including profit and overhead).

1.1.6 Site-Wide Utilities/Infrastructure

The successful Firm must provide in its Proposal a detailed description of the services it will provide as related to providing utilities and infrastructure repairs and maintenance. While some facilities/infrastructure across Fort Monmouth are now serviced by third-party public utility providers and portions of the street network are owned by third parties, FMERA remains an electric, water, and sewer provider, as well as street owner, for portions of the Fort. For all systems that require maintenance and/or repair, the successful Firm's, or the identified subcontractor's and/or subconsultant's, responsibilities will include, but not be limited to, the following (as applicable):

- a. Routine inspection, maintenance, repair, relocation, and/or decommissioning portions of FMERA's electric grid and associated equipment, including but not limited to, substations, transformers, service lines, transmission lines, and utility poles, some of which may involve high energy and require specialized, license service providers. The successful bidder may oversee the work to monitor quality control, however, the actual inspection, maintenance, repair, relocation, and/or decommissioning must be contracted to a licensed contractor.
- b. Routine inspection, maintenance, and repair of FMERA's sewer system and associated equipment, including but not limited to, pump stations, mains, and service lines. The successful bidder will perform routine inspection, maintenance and repair. Repair of some equipment, or repairs that involve confined spaces must be performed by qualified personnel or a licensed contractor.
- c. Routine inspection, quality testing, maintenance, and repair of FMERA's water system and associated equipment.
- d. Routine inspection, maintenance, and repair of FMERA's stormwater system and associated equipment.
- e. Routine inspection, maintenance, and repair of FMERA's street network. The successful bidder will perform routine inspection, maintenance and minor road repairs. More complex projects will be evaluated on a case-by-case basis.

1.2 Communications with Authority Staff

For all property and buildings that require property and/or facility maintenance, the successful Firm's responsibilities will include, but not be limited to, the following (as applicable):

- a. Maintain continuous communication with assigned FMERA staff on building related issues including conducting meetings and providing written reports on a monthly basis, or such other schedule as may be determined.
- b. Assessing and reporting the conditions of the properties, the buildings and their systems.
- c. Solicit written bid proposals from at least three (3) qualified subcontractors and/or subconsultants on each task identified by FMERA in accordance with the Required Procedures for Subcontract Solicitation and Selection (**ATTACHMENT #6**).
- d. Hiring, or causing to be hired, paid and supervised, all persons. subcontractors and/or subconsultants necessary to properly maintain and operate the buildings who, in each instance, will be the successful Firm's (Not FMERA) employees, subcontractors and/or subconsultants, and paying those employees union or prevailing wage, as applicable in accordance with N.J.S.A. 52:27I-31.
- e. Maintaining the buildings and land in such condition as required by this RFP and as otherwise may be deemed advisable by FMERA including, but not limited to, roadway inspections, preventative maintenance on the buildings and equipment, painting, interior and exterior cleaning, and performing and providing written reports on routine inspections of specified buildings at least twice a year, repairs and incidental alternations of the building to be made, including but not limited to, electrical, plumbing,

- HVAC, steam fitting, carpentry, masonry, elevator, roof and any other routine repairs and incidental alternations as may be required in the course of ordinary maintenance and care of the buildings.
- f. Daily response to issues/problems identified FMERA, as needed.
 - g. Providing emergency services as needed on a twenty-four (24) hour, seven (7) days per week basis. From the time of the call by FMERA, the successful Firm has a maximum of one hour to respond to all calls. The successful Firm will provide FMERA with an emergency call tree for the purposes of response escalation (on-call 24 hours per day, seven days per week). The Proposer must consider the costs to provide this service in its Fee Proposals, since no additional compensation will be given, unless the emergency services are required to be performed onsite.
 - h. Reviewing all invoices/bills received for services, work, equipment, tools, and supplies ordered in connection with maintaining and operating the buildings. All invoices under \$500.00 must be reviewed and initialed by FMERA's Director of Facilities & Infrastructure for accuracy and reasonableness. All invoices above \$500.00 must be reviewed and initialed by FMERA's Executive Director for accuracy and reasonableness. Ensuring that the invoices/bills are original, legible and include a complete, detailed description of the services, work, equipment, tools or supplies. The Firm must provide invoices in a timely manner to avoid late charges. FMERA will not be responsible for late notices if the hired Firm does not provide invoices. All required backup must be provided by Firm in order for payment of invoices.
 - i. Establishing and maintaining orderly records and files containing correspondence, scope(s) of work, proposals, invoices, contracts, subcontracts, payroll records, and all other documents and records pertaining to the properties and buildings and the operation and maintenance thereof, which FMERA may review at any time. At the end of the contract term, the successful Firm will deliver all required documents to FMERA or to the offices of any successor On-call Property Maintenance Firm for no additional cost.

1.3 Subcontract and/or Subconsultant Solicitation and Selection

During the term of the contract and any extensions thereto, and in accordance with the Required Procedures for Subcontract and/or Subconsultant Solicitation and Selection as detailed in **ATTACHMENT #6**, the Contract Manager will be required to procure and manage certain services by subcontractors and/or subconsultants and also to make purchases needed to complete those services. From time to time during the term of the contract and any extensions thereto, the Authority will notify the Contract Manager of the need to secure services from a qualified subcontractor and/or subconsultant. The Authority may ask the Contract Manager to provide a proposed work plan, subcontractor and/or subconsultant qualification requirements, if applicable, and estimated cost of services before directing the Contract Manager to proceed with hiring a subcontractor and/or subconsultant for a particular task. When hiring a subcontractor and/or subconsultant, the Contract Manager will give consideration to Small Business Enterprises (SBEs), Women-Owned Business Enterprises (WBEs) Disabled Veterans' Businesses (DVBs) and Minority-Owned Business Enterprises (MBEs) when possible and as permitted by law.

The Contract Manager will source and secure such services through a competitive bidding process to be conducted by the Contract Manager. For subcontracts and/or subconsultants to cost \$17,500 or more, the selection of a subcontractor and/or subconsultant and award of a subcontract and/or subconsultant shall be based upon a formal process with a written request for sealed proposals from qualified Firms (see **ATTACHMENT #6**) and must be reviewed and approved by FMERA's Executive Director before being awarded. In the absence of FMERA's Executive Director, FMERA's Accounting Manager and Treasurer will review and approved. An informal solicitation process (also described in **ATTACHMENT #6**) will be sufficient for services expected to cost less than \$17,500 in order to allow for a quick turn-around time.

The Contract Manager will be responsible for the subcontractor and/or subconsultant: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws including: (a) the Affirmative Action requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27 et seq.), (b) the Public Works Firm Registration Act (N.J.S.A. 34:11-56.50 et seq.); and (c) paying not less than prevailing wages as required by N.J.S.A. 52:27I-31.

Proposers should note that the Contract Manager will retain the sole and absolute responsibility for the management and supervision all subcontractors and/or subconsultants to a high quality of service. The Contract Manager will take all steps necessary to ensure that all work is being performed to the highest professional standards including the performance of audits of subcontractors and/or subconsultants performing services during and after normal business hours and on the weekends. Additionally, the Contract Manager assumes sole and absolute responsibility for all payments due to its subcontractor and/or subconsultant. Charges to the Authority for reimbursement will be invoiced without sales tax.

2.0 Monthly Invoice Package

1. A monthly invoice package, including all supporting documentation and compliance documents, must be submitted to the Authority each month. A paper copy with original backup including invoices, receipts and signatures must be retained at the offices of the successful Firm and submitted to the Authority only upon request.
2. The monthly report for each property must include a summary of cash disbursements, with a subtotal showing net cash flow for the month. The On-call Property Maintenance fee will be included in this package; however, the fee will not be disbursed from the account until the monthly report is approved by Authority staff. The disbursement of the monthly On-call Property Maintenance fees will be approved upon receipt of all required documentation, including receipt of prevailing wage and other compliance requirements.
3. The successful Firm must submit invoices for all services rendered within ninety (90) days of the date the service was provided/performed. Invoices for services rendered more than ninety (90) days will not be paid by the Authority unless the successful Firm received a prior, written waiver from the Authority. The successful Firm is encouraged to inform its subcontractor and/or subconsultant and vendors of this policy.
4. The successful Firm must pay all bills and invoices in a timely manner. The Authority will not reimburse the successful Firm for any late fees charged or incurred in connection with any of the services performed under the contract(s).
5. The successful Firm must research all early payment discount programs and electronic payment options with the subcontractor and/or subconsultant and vendors. If an early discount is available, the successful Firm must take advantage of this program and ensure that payments are made in a timely manner to ensure the requisite discount is received on behalf of the Authority.
6. The successful Firm must submit a Monthly Status Report along with its invoice package, on a monthly basis to the Authority. Property Maintenance Fee Invoices will be considered non-compliant and will not be processed until receipt of the Monthly Status Report. All required compliance must be attached to the Monthly Status Report.
7. Invoices submitted to the Authority will be subject to review by the State of New Jersey Office of the Inspector General. Improper billing practices will be subject to penalties as more fully set forth in the contract(s).
8. The Authority considers the successful Firm to be the sole point of contact with regard to contractual matters with the subcontractor and/or subconsultant and the successful Firm will be required to assume sole responsibility for the complete effort stipulated in the RFP. Payments will only be made to the successful Firm. The successful Firm is responsible for assuring the subcontractor and/or subconsultant's compliance with all terms and conditions of this RFP and assumes sole responsibility for all contractual obligations and all payments due the subcontractor(s) and/or subconsultant(s) under subcontracts and purchase orders. Subcontractor and/or subconsultant compliance must include monitoring all work that takes place during and after normal business hours.

9. All reimbursement for purchases made by the successful Firm's staff on behalf of the Authority must be included on an invoice for processing. No direct reimbursement will be made to the successful Firm's staff for purchases paid in cash or by a personal credit card. The successful Firm must provide the FMERA Facility Manager with a corporate credit card or other means to make purchases that cannot be invoiced. The Authority will only fund reimbursement for purchases through the On-call Property Maintenance fee invoice process.
10. Purchase of tools and equipment over \$500 must be previously approved by the Authority's Executive Director and be included on an equipment/tool inventory report. No mark-up on tools and equipment will be permitted.
11. No sales tax will be charged or funded due to the tax-exempt status of the Authority.

**ATTACHMENT #2
STANDARD TERMS AND CONDITIONS**

STANDARD TERMS AND CONDITIONS

By submitting a proposal in response to the Request for Proposals (“RFP”) for services, the Firm 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.

“Proposer” 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.

“Firm” or “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 successful Firm 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 Firm’s terms and conditions conflict with the Authority’s, the Authority’s Standard Terms and Conditions will prevail, unless the Firm is notified in writing of the Authority’s acceptance of the Firm’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 and/or subconsultants identified in the Contract Manager's response to the RFP, the Contract Manager shall not hire, employ or otherwise engage subcontractors and/or subconsultants 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.
- E. Investigation:** By submitting a proposal in response to the RFP, the Firm 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 Firm 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, 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 , the written agreement of the principal parties thereto to dissolve the

- 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 Firm 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 Firm 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 Firm awarded the Contract is an individual, or partnership not residing in this State or a partnership organized under the laws of another state, then the Firm 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 Firm, 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 Firm at the address designated in the Firm'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 Firm (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 Firm, 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. Firm (i.e. the Contract Manager) or subcontractor and/or consultant, 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 Firm 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 Firm 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. Firm (i.e. the Contract Manager) or subcontractor and/or subconsultant, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, 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. Firm (i.e. the Contract Manager) or subcontractor and/or subconsultant, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, 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. Firm (i.e. the Contract Manger) or subcontractor and/or subconsultant, 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 and/or subconsultant 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 and/or subconsultant 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 and/or subconsultant 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 and/or subconsultant 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. Firm's Warranty: By submitting a proposal in response to the RFP, the Firm 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 Firm 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 Firm and, if applicable, by every subcontractor and/or subconsultant of the Firm, with the Firm’s bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at www.state.nj.us/njbgs/services.html.
3. Before performing work under the Contract, all subcontractors and/or subconsultants 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 Firm shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Firm shall obtain this coverage from A VII or better rated companies as determined by A.M. Best Company. All liability insurance policies shall afford coverage on an occurrence rather than claims made basis. The types and minimum amounts of insurance required are as follows:

A. WORKERS' COMPENSATION

New Jersey Statutory Coverage and Employers' Liability Insurance. Employer's Liability shall carry limits of \$1,000,000 each accident, \$1,000,000 Disease - Each Employee and \$1,000,000 Disease - Policy Limit.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability (CGL), with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate limit for products/completed operations and \$2,000,000 general aggregate limit. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Job Site.

CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form

providing equivalent coverage) and shall cover liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract. This insurance must include Contractor's Independent (Contingent) Liability Coverage, Broad Form Property Damage, and Personal Injury Coverage, without an employee exclusion.

The Authority, the State of New Jersey, its officers, and employees shall be included as insured(s) under the CGL, using ISO additional insured endorsement CG 20 10 11/85 (or a substitute form providing equivalent coverage). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Additional Insureds.

C. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Covering all owned, hired and non-owned automobiles. Minimum policy limit of \$1,000,000 Combined Single Limit each occurrence. The Authority, the State of New Jersey, its officers, and employees shall be included as additional insureds. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Additional Insureds.

D. UMBRELLA/EXCESS LIABILITY

Firm shall maintain Umbrella/Excess Liability providing limits in addition to, and following- form, Employers' Liability, Commercial General Liability, and Automobile Liability. Limits of no less than \$1,000,000 each occurrence and in the aggregate. If such insurance contains a general aggregate limit, it shall apply separately to the Job Site.

E. WAIVER OF RIGHTS

Firm waives all rights against The Authority, the State of New Jersey, its officers, and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile Liability or Commercial Umbrella Liability Insurance maintained by Contractor.

If the policies of insurance purchased by the Firm as required above do not expressly allow the insured to waive rights of subrogation prior to loss, Firm shall cause them to be endorsed with a waiver of subrogation as required above.

F. FIRMS EQUIPMENT INSURANCE

Any insurance policy covering the machinery and equipment of the Firm, subcontractors and/or subconsultants and subordinate subcontractors and/or subconsultants against loss by any cause shall include an endorsement providing that the underwriters waive their right of subrogation against The Authority, the State of New Jersey, its officers, and employees.

G. CERTIFICATE

Prior to the commencement of work hereunder, the Firm shall furnish to the Authority a Certificate of Insurance, executed by a duly authorized representative of each insurer, evidencing compliance with the insurance requirements set forth herein. A copy of the additional insured, primary/non-contributory and waiver of subrogation endorsements must accompany the certificate of insurance. Where available, all policies should include thirty (30) days prior written notice of cancellation (10 days' notice for non-payment cancellation) to the Authority. If such notice is not available through the insurance carrier, then the Firm shall provide notice of cancellation to the Authority within 48 hours of receipt from the carrier. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance

requirements or failure to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Firm's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at the Authority's option. The Firm shall provide certified copies of all insurance policies required within ten (10) days of the Authority's written request for such policies. If the Firm fails to maintain the insurance as set forth herein, the Authority shall have the right, but not the obligation, to purchase said insurance at the Firm's expense. By requiring insurance herein, the Authority does not represent that coverage and limits will be adequate to protect the Firm, and such coverage and limits shall not be deemed as a limitation on Firm's liability under the indemnities granted to the Authority in this Agreement.

H. SUBCONTRACTORS AND/OR SUBCONSULTANTS

Firm will include all subcontractors and/or subconsultants as insured under its policies or will furnish separate certificates and endorsements for each subcontractor and/or subconsultant. All coverages for subcontractors and/or subconsultant will be subject to the requirements stated herein.

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

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 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 use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to 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

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.

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 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 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>.



Division of Purchase and Property

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

FOR STATE 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 (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- 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.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders 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.

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. 19:44A-3(n)

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 Governorial or Lieutenant Governorial 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 _____
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.

Remove Contribution

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 (Check one box only)

- (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:

- I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- 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 , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey 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 <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. 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

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

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 New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

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

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Program Name: _____

Applicant Name: _____ DBA: _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([P.L. 2022, c.3](#)) any person or entity (hereinafter 'Applicant') that seeks to be approved for or continue to receive an economic development subsidy from the New Jersey Economic Development Authority must complete the certification below indicating whether or not the Applicant is engaged in prohibited activities in Russia or Belarus. If the New Jersey Economic Development Authority finds that an Applicant has made a certification in violation of the law, it shall take any 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.

Certification

I, the undersigned, have read and reviewed the Department of the Treasury's List: (<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>) of entities engaged in prohibited activities in Russia or Belarus, and having done so certify (must check one appropriate box and complete the Authorized Signature section below):

- A.** That the Applicant is not identified on the Department of the Treasury's list of entities engaged in prohibited activities in Russia or Belarus **and** is not engaged in prohibited activities in Russia or Belarus. **OR**
- B.** That I am unable to certify as to "A" above because the Applicant is identified on the Department of the Treasury's list of entities engaged in prohibited activities in Russia and/or Belarus. **OR**
- C.** That I am unable to certify as to "A" above because the Applicant, though not identified on the Department of the Treasury's list of entities engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Applicant's activity in Russia and/or Belarus is set forth below.

Description of Prohibited Activity- include duration of engagement & anticipated cessation date (*Attach Additional Sheets If Necessary.*)

If applicable, provide Additional Certification of Federal License

I, the undersigned, certify that Applicant is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. Provide a detailed description of how the Applicant's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal license. (*Attach Additional Sheets If Necessary.*)

Authorized Signature

I understand that if the above statements are willfully false, I shall be subject to penalty.

Signature of Applicant Authorized Representative

Date

Print Name & Title of Applicant Authorized Representative

Applicant FEIN or Taxpayer ID

Definitions

"Economic development subsidy" means the provision of an amount of funds to a recipient with a value of greater than \$25,000 for the purpose of stimulating economic development in New Jersey, including, but not limited to, any investment, bond, grant, loan, loan guarantee, matching fund, tax credit, or other tax expenditure.

"Engaged in prohibited activities in Russia or Belarus" means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**ATTACHMENT #4
FEE SCHEDULE**

**Fort Monmouth Economic Revitalization Authority
PROPERTY AND FACILITIES MAINTENANCE SERVICES
FEE SCHEDULE²**

Provided Services

Description	Fixed Fully Loaded Rates
Property and Facilities Management Fully Loaded Monthly Fee³	\$ PER MONTH
Annual Escalation Rate⁴	%
Subcontractor/Subconsultant General & Administrative Fee^{5 6}	%

In-house staff personnel – Not utilized for evaluation purposes

Job Position	Prevailing Wage#	Hourly Rate	Hours per week on Site based on 35-hour work week
On-site Staff 1		\$ /hr	
On-site Staff 2		\$ /hr	

Firm's Name: _____

Firm's Address: _____

Firm's FEIN: _____

By signing below I certify that I am authorized to bind the Firm to the proposed fees stated above

By: _____

(Printed Name): _____

Date: _____

² **Proposers will be scored on the Fully Loaded Monthly Fee, Annual Escalation Rate, and the Subcontractor/Subconsultant General Administrative Fee percentage. However, all other information must be included.**

³ **The Proposer must include positions for a Contract Manager, and two (2) staff members. The inclusion of one administrative staff person is optional.** The Fully Loaded Monthly Fee listed as part of the Fee Schedule must include all direct and indirect costs to accomplish the Scope of Services (Attachment #1) including, but not limited to: FICA, workers' compensation, SUI, overhead, fee or profit, clerical/administrative support, car insurance, certifications or licenses, managerial support, database equipment/fees, and all documents, forms, and reproductions thereof. Time spent in traveling to and from the work site or employee's normal workstation will not be reimbursed by the Authority. Materials and supplies should not be included. Any additional information requested by FMERA must be provided.

⁴ Annual salary increases for the Contract Manager and Administrative Staff must be included as part of the annual escalation line item on each respective Fee Proposal. **Except for annual escalation, no additional fees will be charged to the Authority for the Facility Management Fully Loaded Monthly Fee.**

⁵ Firm is responsible for all applicable laws.

⁶ Subcontractor/subconsultant costs will be considered a pass-through cost and no additional profits or fees shall be accepted over the General Administrative Fee.

**ATTACHMENT #5
FORT MONMOUTH MAP & BUILDING LIST**

Building #	Building/Property Description
	Occupied by Tenants and/or Authority
476	STORAGE GP INST
502	LIBRARY MAIN/FMERA OFFICE
602	ORG STR BLDG
603	ADMIN-GP-Storage and Office
604	GARAGE
	Planned for Reuse
63	STORAGE GP INST
116	STORAGE GP INST
117	STORAGE GP INST
276	ADMIN GEN PURP
277	ADMIN GEN PURP
279	ENG/HOUSING MNT
280	ENG/HOUSING MNT
281	ENG/HOUSING MNT
600	MCAFEE CENTER'S SCIF (intended to be maintained)
600	MCAFEE CENTER COMMO EQ BLDG (intended to be maintained)
601	ORG STR BLDG (warehouse) (intended to be maintained)
689	RECREATION / BOWLING CENTER
1102	STORAGE GP INST
1103	ADMIN GEN PURP
1104	ADMIN GEN PURP
1105	ADMIN GEN PURP
1105	PVT/ORG CLUB
1106	PVT/ORG CLUB
1107	ADMIN GEN PURP
1107	PVT/ORG CLUB
1108	ADMIN GEN PURP
1109	ADMIN GEN PURP
1110	ADMIN GEN PURP
1122	AUTOMOTIVE CAR WASH
1123	ADMIN GEN PURP
1124	STORAGE GP INST
1150	COMMO CTR-VAIL HALL
1215	EXPO THEATER

Building #	Planned for Demolition
12	STORAGE
75	SCALE HOUSE
79	STR SHED GP INS
105	STORAGE GP INST
106	STORAGE GP INST
142	BOX/CRATE SHOP
159	STORAGE GP INST
166	ENG/HOUSING MNT
166	ADMIN GEN PURP
167	ADMIN GEN PURP
173	LAB/TST BLDG GP
173	ADMIN GEN PURP
174	STORAGE GP INST
200	XMITTER BLDG
273	VEH FUEL MOGAS
273	FUEL/POL BLDG
273	MOGAS STR UNGD
400	SEWAGE LFT STAT
410	TT OFF QTRS
413	TT OFF QTRS
414	STORAGE GP INST
417	HOMELESS SHELTR
418	TT OFF QTRS
419	STORAGE GP INST
419	ADMIN GEN PURP
420	ADMIN GEN PURP
421	HOMELESS SHELTR
422	ADMIN GEN PURP
422	PVT/ORG CLUB
423	ADMIN GEN PURP
426	PVT/ORG CLUB
427	ADMIN GEN PURP
428	ADMIN GEN PURP
429	ADMIN GEN PURP
434	PVT/ORG CLUB
439	ADMIN GEN PURP
451	PO MAIN
454	ADMIN GEN PURP
455	Office
456	Office
457	Office
480	STORAGE GP INST
481	STORAGE GP INST

482	HAZ MAT STR INS
484	ENG/HOUSING MNT
487	PUMP STAT POT
487	WTR SUP/TRT BLD
488	DRUM RECON PLT
490	STORAGE GP INST
490	TRALR PARK BLDG
491	SEWAGE LFT STAT
497	STORAGE GP INST
115	MON/MEMORIALS
550	ADMIN GEN PURP
551	ADMIN GEN PURP
555	ADMIN GEN PURP
563	ADMIN GEN PURP
699	EXCH AUTO SER
616	CO HQ BLDG
620	CO HQ BLDG
671	CIDC FLD OPS BD
675	ADMIN GEN PURP
676	ADMIN GEN PURP
677	ADMIN GEN PURP
678	ADMIN GEN PURP
686	THRIFT SHOP
702	CMTY/CONF CTR
810	ADMIN GEN PURP
814	FIELD HOUSE
822	RESTAURANT / BURGER KING
830	PICNIC PAVILION
1152	INFO PROC CTR
1200	ADMIN GEN PURP
1201	EMERG OPNS CNTR
1201	ADMIN GEN PURP
1202	ADMIN GEN PURP
1203	INFO PROC CTR
1204	GEN INST BLDG
1204	LAB INST
1204	AUTO-AID INST
1204	ENLISTED UPH
1204	MISC FAC DET
1204	AUDITORIUM GP
1205	ENLISTED UPH
1205	DINING FACILITY
1206	PRUDEN AUDITORIUM GP
1207	MALLETTE HALL ADMIN GEN PURP

1208	EMERG OPNS CNTR
1208	ADMIN GEN PURP-CECOM HEADQTRS
1209	LAB/TST BLDG GP
1209	ADMIN GEN PURP
1209	ORG STR BLDG-CECOM
1210	COMMO EQ BLDG-software eng center
1210	ADMIN GEN PURP-software eng center
1210	LAB/TST BLDG GP-software eng center
1210	FST FD/SNK BAR-software eng center
1211	OUTDOOR THEATER
1212	ADMIN GEN PURP
1213	ADMIN GEN PURP
1214	ADMIN GEN PURP
1220	HEAT PLANT OIL
1220	HEAT PLT BLDG

ATTACHMENT #6

REQUIRED PROCEDURES FOR SUBCONTRACTING AND/OR SUBCONSULTING

REQUIRED PROCEDURES FOR SUBCONTRACTING AND/OR SUBCONSULTING

During the term of the contract and any extensions thereto, the successful Firm will be required to procure services and related supplies through a subcontractor and/or subconsultant as outlined in these Required Procedures for Subcontracting and/or Subconsulting. The successful Firm will solicit proposals and secure such services through the competitive bidding process described below:

- (A) The Firm will give consideration to Small Business Enterprises (SBEs), Women-Owned Business Enterprises (WBEs) Veteran Owned Businesses (VOBs) and Minority-Owned Business Enterprises (MBEs) when possible.
- (B) The Firm will be solely responsible for all payments due to subcontractors and/or subconsultants.
- (C) For all tools and equipment estimated to be in excess of \$500, the Firm must obtain the previous written approval of FMERA's Executive Director.
- (D) For all subcontracts estimated to be in excess of \$1,000 but below \$17,500, at least three (3) proposals/competitive quotes must be obtained by the Firm. Prior to hiring any subcontractor and/or subconsultant in excess of \$1,000, scopes of services must be prepared by the Firm within seven (7) days of FMERA's request for services. The Firm will provide a copy of the scope of services to FMERA for review and approval prior to release to third parties. Proposals from subcontractors and/or subconsultants should be received within seven (7) days of the subcontractors' and/or subconsultants' receipt.
- (E) For all subcontracts estimated to be in excess of \$17,500, the Firm must prepare a written request for proposal and obtain at least three (3) sealed proposals/competitive quotes from qualified Firms. The request for proposal will state a date, time and location for receipt and opening of proposals and the Firm will provide a copy of the request for proposals to FMERA for review prior to release to third parties. FMERA reserves its right to revise the request for proposals and to attend proposal openings. Scopes of services/request for proposals must be prepared by the Firm within fourteen (14) days of FMERA's request for services. Proposals from subcontractors and/or subconsultants should be received within fourteen (14) days of the subcontractor and/or subconsultant receipt of the request for proposals.
- (F) Prior to authorizing any subcontract in excess of \$17,500, the Firm must provide copies of all documentation substantiating the engagement, along with its recommendation to FMERA for its written approval. Subcontracts cannot be split to avoid the above threshold. The Firm will supply the following detailed information for each subcontractor and/or subconsultant: name and address of the subcontractor and/or subconsultant; detailed description of the services to be performed by the subcontractor and/or subconsultant; detailed résumés for subcontractor and/or subconsultant personnel assigned to the project that demonstrates the individual(s) knowledge, ability and experience as it relates to the scope of services to be completed; documented experience of the subcontractor and/or subconsultant in successfully performing work on projects of a similar size and scope; specific details on how the subcontractor's and/or subconsultant's services will be managed by the Firm; schedule for completion of services; and the subcontractor's and/or subconsultant's SBE, MBE, VOB and/or WBE designation, if applicable.
- (G) Upon award of any subcontract and prior to the start of any work by a subcontractor and/or subconsultant, the Firm and a representative of the subcontractor and/or subconsultant will be available for an initial job meeting with FMERA. Upon award of each subcontract, the Firm will provide FMERA with a copy of the subcontract, the subcontractor's and/or subconsultant's business registration, Firm registration; SBE, MBE, VOB, or WBE certification, if applicable; and any other compliance required by the contract.
- (H) All requests for proposals/scopes of services must be sent to subcontractors and/or subconsultants at the same time and must be due on the same date to ensure fairness and integrity of the procurement process.

(I) A minimum of three (3) actual prices must be obtained; a “no quote” is not considered to meet the definition of a competitive quote unless specifically authorized by FMERA.

(J) Any non-emergency work performed by any subcontractor and/or subconsultant prior to receipt of approval of FMERA will be performed at its own risk. Any non-emergency work performed by the Firm or its subcontractors and/or subconsultants outside the specifications without authorization of FMERA is solely the responsibility of the Contract Manager for any costs incurred.

(K) When issuing a request for proposal/competitive quotes, the Contract Manager will ensure that it clearly indicates to the subcontractor and/or subconsultant, in writing, with a copy to FMERA that all licenses, registrations, warranties and any other such extended benefit shall be issued in the name of FMERA.

ATTACHMENT #7

EVALUATION SCORE SHEET

**Fort Monmouth Economic Revitalization Authority
Property and Facilities Maintenance Services**

Firm: _____

Evaluator #: _____

Technical Proposal Requirements	Total Points	Points Scored
1. Description of Firm's Prior Experience, Management & Approach	100	
a) Firm's experience providing Property and Facilities Maintenance Services under contract to the State of New Jersey Agencies or Authorities	20	
b) Firm's experience providing Property and Facility Maintenance Services associated with military or former military installations	10	
c) Firm's proven track record, staff resources and experience to be able to provide Property and Facility Maintenance services	15	
d) Firm's experience procuring, managing and supervising subcontractors related to property and facility maintenance and building operations	15	
e) 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	20	
f) Overall quality of response to RFP including organization of materials, format, detailed approach and work plan	20	
TOTAL TECHNICAL		
FEE SCHEDULE	50	
TOTAL TECHNICAL/INTERVIEW/FEE SCHEDULE		

**ATTACHMENT #8
CONFIDENTIALITY AGREEMENT**

CONFIDENTIALITY AGREEMENT

This Agreement is made as of the _____ day of _____ 2023 by and between the Fort Monmouth Economic Revitalization Authority (the “Authority”) whose address is P.O. Box 267, Oceanport, New Jersey 07757 and _____ (“the Consultant”) with a place of business at _____.

The Authority, in connection with the appointment of the Consultant pursuant to the Request for Proposals for _____ (collectively, the “RFP”) and the Agreement by and between the Authority and the Consultant dated this _____ day of _____ 2020 (collectively, the “Agreement”) intends to disclose confidential information to the Consultant and the Consultant intends to disclose confidential information to the Authority. Any person who will require access to Confidential Information, as defined below, must agree to the terms set forth in this Confidentiality Agreement and evidence such agreement by signing and returning this Confidentiality Agreement to the Authority. In the course of performing the services required under the Agreement, the Authority may be providing certain information to the Consultant and the Consultant may be providing information to the Authority in the form of deliverables under the Agreement which the Authority may wish to keep confidential. This Confidentiality Agreement sets forth the terms under which such information shall be kept confidential.

1. Confidential Information

“Confidential Information” shall mean any information or data of a confidential nature, which is not considered public record, including but not limited to: (a) personal information about individuals and entities; (b) technical, developmental, marketing, sales, operating, performance, cost, know-how, methodologies, business and process information; (c) computer programs and related documentation, including related programming know-how and techniques; and (d) all record-bearing media containing or disclosing such information, know-how and techniques disclosed to the Consultant or received from the Consultant under this Confidentiality Agreement. Confidential Information shall not include information that (a) is or becomes available to the public other than by disclosure by the Consultant in violation of this Confidentiality Agreement; (b) was demonstrably known to the Consultant previously with no obligation to hold it in confidence; (c) is independently developed by either party without recourse to the Confidential Information; (d) was rightfully obtained by either party from a third party not known to recipient to have an obligation of confidentiality with respect to such information or (e) is required by court order or regulatory authority.

2. Disclosure to Third Parties

The Consultant shall not disclose Confidential Information to any third party (including the Consultant’s agents, representatives, independent consultants/contractors, subcontractors, as well as any third party’s agents, representatives, independent consultants/contractors and subcontractors) unless, prior to any disclosure, the Consultant has obtained the Authority’s written permission and the third party has executed a confidentiality agreement provided by the Authority which requires the third party recipient to consent to abide by the terms of this Confidentiality Agreement. The Consultant shall not allow the Confidential Information to be accessed through a computer bulletin board or other “shareware” distribution process.

3. Protection of Confidential Information

The Confidential Information, including permitted copies, shall be deemed to be the exclusive property of the Authority. The Consultant shall (a) only use Confidential Information as provided by this Confidentiality Agreement, (b) only disclose the Confidential Information to its employees or legal representatives who have a need to know and are advised by the Consultant of the obligations of this Confidentiality Agreement, (c) treat the Confidential Information with the same degree of care that it would afford to its own confidential information of a similar nature, but no less than reasonable care, (d) have no right, title, or interest in the Confidential Information except as provided for in this Confidentiality Agreement, (e) notify the Authority immediately of any loss or unauthorized disclosure or use of the Confidential Information, by its employees, and (f) not remove, modify or obliterate any copyright, trademark, or other proprietary rights notice from the Confidential Information.

4. Relief/Remedy

The Consultant acknowledges that any disclosure or use of any Confidential Information in violation of the Confidentiality Agreement may cause the Authority irreparable harm, the amount of which is difficult to estimate, making any remedy at law or in damage inadequate. Therefore, the Consultant agrees that the Authority shall have the right to obtain from any court of competent jurisdiction specific performance or other temporary or permanent injunctive relief for any breach or threatened breach of this Confidentiality Agreement. This right shall be in addition to any other remedies available to the Authority in law or in equity.

5. Termination

Upon termination of the purpose for which the Confidential Information was disclosed (or earlier upon the request of the Authority), the Consultant shall promptly return to the Authority or destroy all Confidential Information and any copies of documents, papers or other material which may contain or be derived from the Confidential Information which is in its possession, and at the Authority's request, the Consultant shall provide a certificate certifying that it has satisfied its obligations under this paragraph; provided that the Consultant may retain any Confidential Information as may be required to evidence compliance with law or regulation.

6. Miscellaneous

- a. Any notice required or permitted to be given under this Confidentiality Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile, or overnight courier to the addresses set forth on the first page of this Confidentiality Agreement.
- b. This Confidentiality Agreement shall not be changed, modified or amended except in writing signed by the parties. This Confidentiality Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Consultant shall not assign this Confidentiality Agreement without the prior written consent of the Authority.

- c. This Confidentiality Agreement sets for the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them.
- d. The individual executing this Confidentiality Agreement on behalf of the Consultant hereby represents and warrants that he or she is duly authorized to execute this Confidentiality Agreement on behalf of the Consultant.
- e. The obligations with respect to Confidential Information created by this Confidentiality Agreement will survive until such time as the Confidential Information becomes publicly known.
- f. If any provision of this Confidentiality Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Confidentiality Agreement that can be given effect without the invalid provision.
- g. This Confidentiality Agreement shall be governed in all respects by the laws of the State of New Jersey without giving effect to conflict of laws principles. Any litigation arising out of or in connection with this Agreement shall be brought in State Court in the State of New Jersey.
- h. The parties hereto agree that this Confidentiality Agreement may be executed in counterpart, each original signed page to become part of the original document.

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

By: _____
Name: Kara Kopach
Title: Executive Director

Dated: _____

By: _____
Name:
Title:

Dated: _____