



REQUEST FOR PROPOSALS

FOR

Independent Auditing Services

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: August 18, 2023

Responses due by 12:00 P.M. EST on September 26, 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”) for Independent Auditing Services (the “Independent Auditor”) is soliciting Technical Proposals and Fee Proposals from qualified independent auditing firms of certified public accountants to conduct an audit of the financial statements of the Authority for the fiscal years ending December 31, 2023, 2024 and 2025. The independent auditing services are required to satisfy the requirements of Executive Order No. 122 (McGreevey 2004) and Executive Order No 37 (Corzine 2006). As stated in Executive Order 122 (McGreevey 2004), public authorities, agencies and commissions of the State of New Jersey, such as the Authority, oversee billions of dollars in public funds. An independent auditing process is fundamental to the ability of these entities to oversee such funds, to set appropriate financial policies, to ensure that management maintains effective internal controls and to ensure that financial statements are free from material misstatements.

The Independent Auditor shall be required to perform an annual financial statement audit in compliance with generally accepted government auditing standards (“GAGAS”) and Government Accounting Standards Board (“GASB”), and in accordance with all applicable federal and state laws, rules, regulations and standards, as well as professional standards and requirements mandated by the American Institute of Certified Public Accountants (“AICPA”). In addition, if the Authority exceeds the expenditure threshold for federal awards, the Independent Auditor shall be responsible for conducting a Single Audit per 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance for Federal Awards). As provided for in Executive Order 122, the Independent Auditor shall be responsible for publicly attesting to the fairness of the Authority’s financial statements, evaluating the effectiveness of internal controls and through the issuance of management letters, if applicable, making comments and recommendations which, when implemented, may improve the design or operation of internal control systems.

The Independent Auditor will be engaged for the fiscal years ending December 31, 2023, 2024 and 2025. The Authority reserves the right to extend the term of engagement for two (2) one (1) year extension options.

For a comprehensive overview of the Fort Monmouth Economic Revitalization Authority’s financial position, operations and accomplishments, proposers should refer to the Authority’s 2022 Comprehensive Annual Report at:

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

2.0 BACKGROUND

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

The 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, the Authority’s predecessor agency, 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 1,126-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 been implementing the Reuse Plan, which currently provides for the development of 1,585 new housing units and an estimated 2.8 million square feet of commercial and other non-residential uses, at a total development cost of approximately \$2+ billion. As of year-end 2022, FMERA has sold approximately 34 parcels and another 6 parcels are under contract. Currently, about 90% of the Fort’s acreage is either sold, under contract, or in negotiations. FMERA anticipates completing redevelopment of the entire Fort by 2028.

3.0 SCOPE OF SERVICES

The Scope of Services to be provided by the Independent Auditor after the completion of the RFP process is attached hereto as **ATTACHMENT #1**.

4.0 PROPOSAL SUBMISSION

Three (3) copies of the Proposal (one (1) unbound original; one (1) bound copy; and one (1) copy in PDF format on a CD or flash drive) must be submitted marked “REQUEST FOR PROPOSALS” in a sealed package and addressed to:

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

Proposals must be received by September 26, 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 September 26, 2023, at 12:00 P.M. (EDT).

Hand delivered proposals must be received at the FMERA Office, 502 Brewer Avenue, Oceanport, NJ by September 26, 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 September 26, 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 September 26, 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 firms submitting Proposals. The Authority expects to hold oral interviews, if any, on or about October 24, 2023. If held, each firm being requested to attend oral interviews will be notified by the Authority on or about October 13, 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 firms submitting Proposals. In the event that all Proposals are rejected, the Authority reserves the right to re-solicit Proposals.

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

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

Documents and information submitted in response to this RFP shall become property of the Authority and generally shall be available to the general public as required by applicable law, including the New Jersey Open Public 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 your firm or your firm's representatives concerning this RFP are **NOT** permitted during the term of the submission and evaluation process (except as set forth above in Section 4.0, and as set forth in Section 5.0 below). Communications regarding this RFP in any manner (except as set forth above in Section 4.0 and as set forth in Section 5.0 below) **will result in the immediate rejection** of your firm's Proposal.

5.0 QUESTIONS AND ANSWERS

The Authority will also accept questions from firms regarding any aspect of this RFP via e-mail only until 4:00p.m. EDT on September 15, 2023. Questions should be directed via e-mail to:

jennifer.lepore@njeda.gov

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.

6.0 SUBCONTRACTING PROHIBITED

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

7.0 ASSIGNMENT PROHIBITED

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

8.0 SUBSTITUTION OF STAFF

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

9.0 THE PROPOSAL

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

10.0 INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL

The 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 Firm's Prior Experience and Qualifications
- IV. Management Overview and Approach
- V. Organization Chart
- VI. Key Team Member List
- VII. Resumes of Key Team Members
- VIII. Disclosure of Investment Activities in Iran form
- IX. 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 firm's Technical Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section 16 below. Proposals should be submitted on 8 ½ by 11-inch pages.

10.1 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.

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

11.1 Cover Letter

The Proposer must include a cover letter which indicates the full name and address of the firm and 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. The Proposer must also indicate whether the firm is operating as an individual proprietorship, partnership, corporation, limited liability company, or a joint venture. The cover letter

should also indicate the state of incorporation of the Proposer and list all licenses obtained by the firm enabling it to operate.

11.2 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.

11.3 Description of Firm's Prior Experience

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

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

Each case study should indicate:

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

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

11.4 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 firm shall also set forth a detailed work plan indicating how each task in the Scope of Services (attached hereto as **ATTACHMENT #1**) will be accomplished. The responding firm shall also

include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

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

11.5 Organization Chart

The organization chart must include all Key Team Members, their labor category and titles for this engagement and the firm they represent. In the event the respondent firm is a "joint venture" the respondent firm must indicate from which participating firm each Key Team Member originates. For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal, studio head or job captain identified 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.

11.6 Key Team Member List

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

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

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

11.7 Resumes of Key Team Members

A resume of each Key Team Member should be included.

11.8 Disclosure of Investment Activities in Iran

See Section 15.5 of the RFP for instructions on completing this form.

11.9 Disclosure of Investment Activities in Russia and Belarus

See Section 15.6 of this RFP for instructions on completing this form.

12.0 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL

The Proposer shall provide a completed and signed Fee Proposal to be submitted in a separately sealed envelope. The Proposer should also include a statement of any assumptions or exclusions underlying the Proposers' Fee Proposal. The Fee Proposal should also include all reimbursable expenses for each task or subtask to be completed as part of this engagement. Please use the Fee Schedule Form attached hereto as **ATTACHMENT #4** to present your firm's proposed fees for this engagement.

Each firm is required to hold its prices firm through the selection process and the appointment of the Independent Auditor by the Authority. In addition, the Authority requires that prices remain firm throughout the initial three (3)-year term of the contract, and pricing may be adjusted for one or both extension years, based on a percentage price escalator contained in the proposer's Fee Schedule.

13.0 STANDARD TERMS AND CONDITIONS

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 CONFIDENTIALITY AGREEMENT

The selected Firm will be required to enter into a confidentiality agreement with the Authority, attached hereto as **ATTACHMENT #6**. 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.

15.0 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.

15.1 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.

15.2 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 or 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>

15.3 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.

15.4 Affirmative Action Supplement with Affirmative Action Employee Information Report.

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

15.5 Disclosure of Investment Activities in Iran.

Pursuant to N.J.S.A. 52:32-58, all proposals submitted in response to this RFP must include the firm's certification that neither the firm, 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 firm is unable to so certify, the firm 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.

15.6 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_11.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.

15.7 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 see **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.

16.0 SELECTION PROCESS

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

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

16.3 The criteria used to evaluate each firm'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. Firm's experience, certifications and licenses in providing Auditing Services for State of New Jersey Agencies and Authorities.
2. Firm's experience with Economic Development Conveyance (EDC), Base Realignment and Closure (BRAC) and military interaction.
3. Firm's quality of relevant service to the governmental entities in previous transactions.
4. Firm's familiarity with Federal laws, rules and regulations relevant to governmental audits.
5. Firm's experience in successfully completing governmental audits of a similar size and scope required by the Scope of Services, as evidenced in the narratives submitted.
6. Firm's detailed approach and plans to perform the services required by the Scope of Services.
7. Firm's understanding of the Scope of Services and project requirements.
8. Qualifications and experience of Key Team Members assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP.
9. Quality and completeness of response to this RFP.
10. Quality of oral interview, if any.

16.4 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.

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

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

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

16.8 The Authority 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 to terminate the selection process at any time.

ATTACHMENT 1

Scope of Services

I. General Objectives

- a) The Authority requires an audit of its financial records and financial statements each fiscal year. In addition, if the Authority exceeds the expenditure threshold for federal awards, a Single Audit will be required per 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance and Federal Awards). The objective of the audit is to express an opinion as to the fair presentation of the balance sheet and related statements of revenues, expenditures and changes in net assets and statement of cash flows for the Authority. Although the Authority will be responsible for the initial preparation of the financial statements, the selected Independent Auditor will be required to provide assistance with the year-end accruals and adjusting entries, and the accompanying notes to the financial statements.
- b) An entrance conference or engagement meeting will be held with Authority staff and the Independent Auditor will be required to meet with and report directly to the Audit Committee in accordance with Executive Order No. 122 (McGreevey 2004) to discuss the audit, progress status and related accounting policy issues. In accordance with Executive Order 122, at least twice each year, the Audit Committee shall hold a private meeting with the Independent Auditor. One of these meetings shall be held prior to commencement of the audit and the other upon issuance of the final audit report. Limited meetings, if any are so deemed necessary by the Audit Committee, may be held during the term of the contract and any extensions thereto. The responsible partner must attend such meetings with the Audit Committee.
- c) Upon completion of the audit and prior to the submittal of the final audit report, or at any other time so designated by Authority staff or deemed necessary by the Independent Auditor, the Independent Auditor will meet with Authority staff to discuss the audit findings.
- d) The Independent Auditor shall be considered to have completed all work required only upon acceptance of the final audit report by the Authority board.

II. Scope of Audit

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

III. Completion Dates

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

- a) Exact deadlines (i.e. dates) will be established with the Consultant Firm at the initial organizational meeting.
- b) Interim fieldwork will be completed no later than mid-December of each fiscal year.
- c) Final fieldwork will be completed no later than the first Friday of March following the fiscal year of the audit work.
- d) Partner review and technical review of draft financials and notes will be completed no later than two (2) weeks after fieldwork.
- e) Auditor's opinion will be issued no later than mid-April following the fiscal year of the audit work.
- f) As part of its responsibilities, the Independent Auditor shall submit to the Authority for distribution to the Members of the Authority, twenty (20) copies of the final, bound reports.

IV. Form and Content of Audit Report

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

- a) Table of Contents
- b) Independent Auditors' Report
- c) Management Discussion and Analysis (Unaudited)
- d) Financial Statements
 1. Statements of Net Position

2. Statements of Revenues, Expenses, and Changes in Net Position
 3. Statements of Cash Flows
 4. Notes to Financial Statements
- e) Supporting Schedules – As required

V. Consultation on Report Findings and Recommendations

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

VI. Ownership of Materials

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

VII. Audit Work Papers

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

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

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

VIII. Accounting Records

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

IX. Billing/Invoicing

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

X. Additional Services/Work

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

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 Proposer 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.

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

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

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

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

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions:

A. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Consultant is specifically instructed otherwise in the RFP or in any other amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with the same unless the RFP specifically indicates otherwise.

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

III. Consultant’s Status and Responsibilities:

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

- B. Consultant's Certification as to its Representations:** The Consultant certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Consultant agrees that the violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for termination of the contract award. In addition, the Consultant's violation of any statute or regulation relating to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Consultant's enforcement of its rights under the Contract including any and all claims at law or equity.
- C. Consultant's Performance:** The Consultant agrees to perform in a good, skillful and timely manner all services set forth in the Contract. The Consultant has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Consultant's ability to be awarded or to perform its obligations under the Contract.
- D. Responsibilities of Consultant:**
1. The Consultant is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Consultant under the Contract.
 2. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority of any rights under the Contract or of any cause of action arising out of the Consultant's performance of the Contract.
 3. The acceptance of, approval of or payment for any of the services performed by the Consultant under the Contract shall not constitute a release or waiver of any claim the Consultant has or may have for latent defects or errors or other breaches or warranty or negligence.
 4. Except for those subcontractors identified in the Consultant's response to the RFP, the Consultant shall not hire, employ or otherwise engage subcontractors to furnish the performance contemplated by the Contract, unless the prior written approval of the Authority is obtained by the Consultant.
 5. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the Authority may have against the Consultant.
- E. Investigation:** By submitting a proposal in response to the RFP, the Proposer 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 Proposer prior to the award of the Contract and thereafter only as specifically provided in the Contract.

G. Indemnity/Liability to Third Parties:

1. The Consultant shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the Authority, its officers, employees and attorneys from and against any and all claims, demands, suits, actions, recoveries, judgments, liabilities and costs and expenses which may arise out of the breach of any term of the Contract or the default thereunder by the Consultant, its employees, servants or agents and on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the services supplied under this Contract.
2. The Consultant shall hold and save the Authority, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.
3. The Consultant further agrees that:
 - a) Any approval by the Authority of the work performed by the Consultant shall not operate to limit the obligations of the Consultant assumed in the Contract;
 - b) The Authority assumes no obligation to indemnify or save harmless the Consultant, its agents, servants or employees for any claim which may arise out of its performance of the Contract; and
 - c) The provisions of this indemnification shall in no way limit the Consultant's obligations assumed in the Contract, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

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

I. Data Confidentiality: All data not otherwise publicly available contained in documents supplied by the Authority after the award of the Contract, any data not otherwise publicly available gathered by the Consultant in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the Authority. The Consultant is required to use reasonable care to protect the confidentiality of the data. Any use, sale or offering of this data in any form by the Consultant, its employees, agents, servants or assignees will be considered in violation of the Contract and will cause the information to be reported to the State Attorney General for possible prosecution. Penalties for violations of this provision include, but are not limited to,

termination of the Contract award and/or legal action without the Authority being liable for damages, costs and/or attorney fees. The Consultant shall be liable for any and all damages arising from its breach of this confidentiality provision.

- J. No Waiver of Warranties or Remedies at Law or Equity:** Nothing in the Contract shall be construed to be a waiver by the Authority or any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an authorized officer of the Authority. Further, nothing in the Contract shall be construed to be a waiver by the Authority of any remedy available to the Authority under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an authorized officer of the Authority.
- K. Publicity:** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by the Authority.

IV. Contractual Relationship:

- A. Assignment:** The Consultant shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of the Authority. Any assignment or transfer of the Consultant's rights under the Contract without the prior written consent of the Authority shall not relieve the Consultant of any duty; obligation or liability assumed by it under the Contract and shall be cause for termination of the contract award.
- B. Mergers, Acquisitions and Dissolution:**
 - 1. **Merger or Acquisition:** If, subsequent to the award of any contract, resulting from the RFP, the Consultant shall merge with or be acquired by another firm, for purposes of this Contract only, the documents set forth below must be submitted to the Authority for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the Contract award upon ten (10) days' notice by the Authority to the Consultant. In such case, the provisions of VI.C. and VI. D shall apply. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.
 - a) Corporate resolutions prepared by the awarded Consultant and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.
 - b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all updated information, including ownership disclosure, pursuant to the provisions contained herein.
 - c) The acquirer's or resulting entity's Federal Employer Identification Number.
 - d) **Ownership Disclosure:** Within thirty (30) days after any merger or acquisition, the Consultant must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Consultant has the continuing obligation to notify the Authority of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer

or resulting entity (in the case of a merger) without the written consent of the Authority.

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

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

D. **Assumption of the Duties of the Authority by a Successor Entity:** In the event the State Legislature enacts legislation creating an entity to succeed the Authority and to assume the debts, liabilities, obligations and contracts of the Authority, this Contract will automatically be imposed upon the successor entity without the need to obtain the prior consent, written or otherwise, of the Consultant.

V. **Mandatory Compliance with Law:** The Consultant's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and is available for review at the State Library, 155 West State Street, Trenton, New Jersey 08625.

A. **Corporate Authority:**

1. All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the Secretary of State of New Jersey prior to conducting business in the State of New Jersey.
2. If a Proposer is a corporation incorporated in a state other than New Jersey, the Consultant must obtain a Certificate of Authority to do business from the Office of the Secretary of State of New Jersey prior to receipt of the final contract award. Within seven (7) days of its receipt of a notice of intent to award, the successful Proposer 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 Proposer awarded the Contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the Proposer 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 Proposer, 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 Proposer at the address designated in the Proposer's Proposal.

- B. Affirmative Action:** During the performance of the Contract, the Consultant agrees to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27), as follows:
1. The Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - i. Appropriate evidence that the Consultant is operating under an existing Federally approved or sanctioned affirmative action program.
 - ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - iii. An employee information report (Form AA302) electronically provided by the NJ Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency, through the Division's website, to be completed by the Consultant, in accordance with N.J.A.C. 17:27-4.

 2. During the performance of this contract, the Consultant agrees as follows:
 - i. Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;
 - ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
 - iii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and
 - iv. Consultant agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

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

4. The Consultant agrees to comply with the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the American with Disabilities Act.
5. The Consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
6. The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.
7. The Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
8. The Consultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

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

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

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

1. No Consultant shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13b and e, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13f of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an officer or employee of the Authority from any State Proposer or Consultant shall be reported in writing forthwith by the vendor to the State Attorney General.
3. No Consultant may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Consultant to any officer or employee of the Authority or special State officer or employee, or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g.
4. No Consultant shall influence or attempt to influence or cause to be influenced any officer or employee of the Authority in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said officer or employee.
5. No Consultant shall cause or influence, or attempt to cause or influence, any officer or employee of the Authority to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Consultant or any other person.
6. It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

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 Proposer with the Proposer’s bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at www.state.nj.us/njbgs/services.html.
3. Before performing work under the Contract, all subcontractors of the 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 Consultant are no longer desired by the Authority, the Authority may terminate the contract award upon no less than thirty (30) days' notice to the Consultant. In the event of such a termination of the contract award, the Consultant shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.
- B. For Cause:**
 - 1. Where a Consultant fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days' notice to the Consultant.
 - 2. The Authority's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Consultant's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Consultant to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred Consultant or a Consultant which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- C.** Upon a termination of the contract award under this or any other paragraph herein, the Consultant shall be entitled to receive as full compensation for services rendered up to the date of termination for that portion of the fee which the services were actually and satisfactorily performed by it, as determined by the Authority, shall bear to the total services contemplated under the Contract, less payments previously made.
- D.** Upon termination of the contract award, the Authority may acquire the services which are the subject of the Contract from another source and may charge the Consultant whose contract award has been terminated the difference in price, and the said Consultant shall be liable for same.

VII. Consultant Compensation: The Consultant shall submit invoices no more frequently than every 30 days. Supporting information containing specific details and proof of completion of the tasks and specific units completed shall be provided. Payment will not be made until the Authority has approved payment. All compliance documentation must be provided and invoices will not be paid until all documentation has been received by the Authority.

VIII. Insurance: The Consultant shall secure and maintain in force for the term of the Contract liability insurance as provided herein. All required insurance shall be provided by insurance companies with A-VIII or better rating by A.M. Best & Company.

All policies must be endorsed to provide 30 days' written notice of cancellation to the Authority at the address shown below. If the Consultant's insurer cannot provide 30 days' written notice, then it will become the obligation of the Consultant to provide the same to the Authority within forty-eight (48) hours of receipt of notification from their insurance company.

The Consultant shall provide the Authority with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The Consultant shall not begin to provide services or goods to the Authority until evidence of

the required insurance is provided. The certificates of insurance shall indicate the Contract number or purchase order number and title of the Contract in the Description of Operations box and shall list Fort Monmouth Economic Revitalization Authority in the Certificate Holder box. The certificates and any notice of cancellation shall be mailed to the Authority at:

Fort Monmouth Economic Revitalization Authority
Kara Kopach, Executive Director
P.O Box 267
Oceanport, N.J. 07757

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

1. Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,500,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the Authority, the State, its officers, and employees as additional insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage and shall include contractual liability coverage.

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

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

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

4. Professional Liability Insurance to cover Errors and Omissions sufficient to protect the Consultant from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority. Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.

5. Cyber Security Insurance in the amount of \$1,000,000 each claim which shall include coverage for breach of the Privacy Act or HIPAA regulations. This coverage will be either a part of or separate from the Professional Liability coverage listed above.

The Professional Liability and Cyber Security policies may be written on a claims-made or occurrence basis. If coverage is written on a claims-made basis, the Contractor shall maintain continuous claims-made coverage for the life of the Contract and any extensions thereto and for a period of two (2) years beyond the expiration of the Contract. If continuous claims-made coverage is not maintained, Tail Coverage shall be purchased to cover claims received up to two (2) years beyond the expiration of the Contract;

Limits indicated above may be provided through a combination of underlying and excess policies as needed. Contractor hereby waives all rights of subrogation against The Authority for recovery of damages to the extent those damages are covered by any insurance policies the Consultant is required to maintain as set forth herein. Consultant agrees to obtain, at its own cost any endorsement necessary to provide such a waiver under the applicable insurance coverage.

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

Mailing and Overnight Delivery Address:
Fort Monmouth Economic Revitalization Authority
By Overnight Carrier
502 Brewer Avenue
Oceanport, New Jersey 07757

By USPS Mail:
P.O. Box 267
Oceanport, NJ 07757

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

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

ATTACHMENT #3
REQUIRED FORMS

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.
<input type="button" value="Remove Contribution"/>
<input type="button" value="Add a Contribution"/>

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

Part 3: Certification (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.



CERTIFICATION FOR EXECUTIVE ORDER NO. 271 - COVID-19 VACCINE

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

Pursuant to [Governor Murphy's Executive Order No. 271](#) (EO 271) which was signed and went into effect on October 20, 2021, a covered contractor, must have a policy in place:

- (1) that requires all covered workers to provide adequate proof, in accordance with [EO 271](#), to the covered contractor that the covered worker has been fully vaccinated; or
- (2) that requires that unvaccinated covered workers submit to COVID-19 screening testing at minimum one to two times weekly until such time as the covered worker is fully vaccinated; and
- (3) that the covered contractor has a policy for tracking COVID-19 screening test results as required by [EO 271](#) and must report the results to local public health departments.

The requirements of [EO 271](#) apply to all covered contractors and subcontractors, at any tier, providing services, construction, demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property.

By signing below, contractor certifies that it shall comply with the requirements [Governor Murphy's Executive Order No. 271](#) if awarded a contract.

Signature of Contractor's Authorized Representative

Date

Print Name and Title of Contractor's Authorized Representative

Print Contractor's Name

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program**

P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

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

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

ATTACHMENT #4

FEE SCHEDULE

Fort Monmouth Economic Revitalization Authority Calendar Year 2023			
Task	Hourly Rate¹	Level of Employee	Estimated Reimbursable Expense Per Meeting
Other			

Fort Monmouth Economic Revitalization Authority Calendar Year 2024			
Task	Hourly Rate	Level of Employee	Estimated Reimbursable Expense Per Meeting
Other			

Fort Monmouth Economic Revitalization Authority Calendar Year 2025			
Task	Hourly Rate	Level of Employee	Estimated Reimbursable Expense Per Meeting
Other			

Proposer's Name: _____

Proposer's Address: _____

Proposer's FEIN: _____

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

By: _____

(Printed Name)

Date: _____

¹ Includes all direct labor costs and all overhead associated with each type of personnel

ATTACHMENT #5

**EVALUATION SCORE SHEET
Independent Auditing Services**

Proposer: _____

Evaluator #: _____

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

ATTACHMENT #6
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: _____