



ADDENDUM #1

January 27, 2025

REQUEST FOR PROPOSALS

FOR

ENGINEERING SERVICES

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

Date Issued: January 2, 2025

Responses due by 12:00 P.M. on January 31, 2025

This Addendum #1 is being issued to

- 1) Extend the proposal submission deadline to Friday, February 21, 2025 at 12:00 P.M. (EST)**
- 2) Respond to Questions received via email.**
- 3) Include Amended Standard Terms and Conditions**
- 4) Include Exhibit 7 – Confidentiality Agreement**
- 5) Include the Owner Disclosure Form (Attachment #3 – Required Forms)**

Q: Can you please confirm that each subconsultant listed in our proposal needs to complete a separate PSQS for their firm, which will then be included in our primary proposal submission?

A: **Please refer to Section 13.0** regarding the PSQS. If you are planning on using a sub-contractor, each sub-contractor must submit a PSQS.

Q: If so, would those subconsultants be permitted to submit their company's financial statements (as required in Section 16 of the PSQS) to Fort Monmouth directly for confidentiality purposes? If that is permissible, how should the subs submit those statements?

A: Yes, the subconsultants must submit their company's financial statements.

Please refer to Section 5 – Proposal Submission:

- 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.

Q: There is mention of conflicts of interest in the RFP. [Company] provided environmental services to [an entity] as part of their due diligence at Fort Monmouth. Do you foresee this potentially conflicting us out?

A: Identified conflicts will be evaluated upon receipt of the proposals.

Please refer to Section 7 – Conflict of Interest.

- Proposer must indicate and detail any conflict of interest that exists with either their personnel or any subcontracting and/or subconsultant personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority's account, regarding these requisite services."
- Please be advised that the selected firm shall be required to execute a Confidentiality Agreement (Attachment #7), see attached.

Q: With respect to the "scope of services" noted in the RFP as "Attachment 1", in order to be a qualified proposer, do we need to provide the required information for all disciplines noted or alternately, just the disciplines which we wish to qualify for within our proposal.

A: FMERA is seeking Engineering Services from qualified Proposers for all services detailed in the RFP.

Please refer to Attachment #1 – Scope of Services.

Please refer to Section 11.3 – Description of Firm's Prior Experience and Qualifications.

- Through a response to the specific requests below, the respondent must clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Services.

Please refer to Section 11.4 – Management Overview and Approach.

- Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the Proposer's ability to complete the engagement. The Proposer's response to this section should aim to demonstrate to the Authority that its detailed plans and proposed approach to completing the Scope of Services are realistic, attainable and appropriate, and ensuring the successful completion of the engagement and provision of the requested services as pre the RFP.

Q: If we are awarded this contract, would we be precluded from doing other Architectural/Engineering work for others at the Fort Monmouth Property?

A: Identified conflicts will be evaluated upon receipt of the proposals.

Please refer to Section 7 – Conflict of Interest.

- Proposer must indicate and detail any conflict of interest that exists with either their personnel or any subcontracting and/or subconsultant personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority's account, regarding these requisite services."
- Please be advised that the selected firm shall be required to execute a Confidentiality Agreement (Attachment #7), see attached.

Q: We are presently under contract with [an entity] providing them with consulting engineering services. Would FMERA consider this a conflict that would preclude us from responding to this RFP?

A: Identified conflicts will be evaluated upon receipt of the proposals.

Please refer to Section 7 – Conflict of Interest.

- Proposer must indicate and detail any conflict of interest that exists with either their personnel or any subcontracting and/or subconsultant personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority's account, regarding these requisite services.”
- Please be advised that the selected firm shall be required to execute a Confidentiality Agreement (Attachment 7).

Q: Is it mandatory for a grants person who is a subconsultant as part of the [] team to have a NJ business registration as listed in Section 16.1 of the RFP? Contract grant writers typically work independently/remotely and do not hold individual state business registrations.

A: All Subcontractors must submit a BRC. However, the Scope of Work does not include Grant Writing tasks.

Q: Regarding the project schedule section in the RFP. Since task orders will be issued as needed during the lifespan of the project, could you please advise on how you would prefer us to approach this part of the RFP in our submission? Should we provide schedules as individual tasks arise during the project-specific kick-off?

A: For individual tasks, FMERA will issue a Task Order Request (“TOR”) to the selected firm, who in response will submit a Task Request Form – Firm’s Response Form, based on the firm’s submitted Fee Schedule for the tasks. Responses to the TOR will not be required for submission to the RFP.

Q: What is the anticipated amount of attendance at public meetings?

A: The FMERA Board meetings are public meetings and notice of the meetings is posted on the FMERA website. Number of attendees to the Authority’s Board meeting varies.

Q: Is the selected consultant precluded from other private work on site?

A: **Please refer to Section 7 – Conflict of Interest.**

- Proposer must indicate and detail any conflict of interest that exists with either their personnel or any subcontracting and/or subconsultant personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority’s account, regarding these requisite services.”
- Please be advised that the winning firm shall be required to execute a Confidentiality Agreement (Attachment 7).

Q: Will there be an opportunity to negotiate rates for rate escalation during the renewals of the contract?

A: Except for increases related to Prevailing Wage requirements set forth in Section 16.5, the Fee Schedule shall be held firm during the course of the contract. The consultant will be engaged for an initial term of twelve (12) months, commencing with the date of appointment, which is expected to be on or about March 10, 2025, with the Authority having the ability to extend the term of the contract, at the Authority’s sole discretion, for an additional four (4) twelve (12) month periods.

Q: Is there a contract limit (\$ amount) for the one-year term?

A: The consultant will be utilized on an as-needed basis pursuant to the engagement process detailed in the Scope of Work. Proposers should note that the successful Firm resulting from the RFP will be engaged through Task Order Requests (TOR) as detailed in **Exhibit A**. The Authority makes no representation or guarantees as to (i) the actual number of projects or identify of the properties for which the services will be required; or (ii) the timing and sequent of the need for services.

Q: I have attached a document with our proposed Exceptions as per RFP Page 4, Section 6.0: "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." Will these exceptions be acceptable?

[Exceptions reproduced below]:

Exceptions

G. Indemnity/Liability to Third Parties:

1. The Consultant shall assume all risk of and responsibility for, and agrees to indemnify and save harmless the Authority, its officers, employees and attorneys from and against 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, to the extent, arise from or result directly or indirectly from the negligent performance of the services supplied under this Contract.

VIII. Insurance:

1. Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 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 include 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.

A: The Authority will agree to amend Section III.G.1. of the Standard Terms and Conditions as follows:

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 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.

No additional changes are accepted. The updated Terms and Conditions are attached below.

Q: Section 6.0 Questions and Answers in the RFP states that 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. We have the following requested changes to the terms:

ATTACHMENT #2 STANDARD TERMS AND CONDITIONS

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 ~~reasonable~~ 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~~ to the extent caused by the ~~negligent acts, errors or omissions in the performance of the~~ services supplied under 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 **negligent** 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.

A: **Please see Answer above for changes to Section III.G.1. of the Standard Terms and Conditions. No additional changes are accepted. The updated Terms and Conditions are attached below.**

Q: For the Fee Schedule, what if one person serves many of the categories. Example, [can one person serve as] our Senior Contact Person, Project Manager and SR. LSRP. I plan to label their categories in the technical proposal but wanted to know the best approach for this as far as clearly showing their roles as well as their fees?

A: **Please refer to Section 12.0 – Instructions for Submitting a Fee Proposal**

Proposers are NOT permitted to alter or change the provided Fee Scheduled format/category designations, except to add additional lines in a category heading, if applicable.

Q: The PSQS asks for resumes and so does the Technical Proposal. Do you want to have resumes shows twice, once in the PSQS package and one in the Technical Proposal appendix? Just want to make sure we are not repetitive if you would prefer we did it a certain way.

A: Per Section 11.6, resumes must be included with Technical Proposals. Resume submission in fulfillment of the PSQS shall be satisfied by filling out number 11 on the PSQS.

Q: Do you need proof of licensure or certifications at this time of proposal submittal or just mention and list all licenses that we have to operate under this contract?

A: **Yes, Proposers are required to provide certifications and licenses for Engineering Services in the State of New Jersey with their proposal.** Additionally, Section 11.1 – Cover Letter, requires that the cover letter should also indicate the state of incorporation or formation of the Proposer and list all licenses obtained by the Firm enabling it to operate.

Q: You ask for three (3) copies of our submittal with two of those being hard copy in-hand versions. Does this mean that you want two copies of our PSQS quals forms (we will have three forms for the three teaming firms and includes all the appendices to the form)? Or do you only want three copies of the Technical and Fee Proposals? Can you please clarify exactly what you hope to see so that we don't give you an overload of information? The PSQS forms are just very large and for three firms it might be a super large package. Wanted to make sure we are addressing your RFP requirements properly.

A: **Please refer to Section 5.0 – Proposal Submission**

Three (3) copies of the Proposal (one (1) unbound, original; one (1) bound copies; one (1) copy in PDF format on a CD or USB drive) must be submitted marked "Engineering Services". The Proposal to be submitted consists of a completed Professional Services Qualification Statement, a Technical Proposal, and a Fee Proposal. The original and copies of the Fee Proposal are to be submitted in a separate sealed envelope. Additionally, the requested supporting documents listed in **Section 10.0** must be included with the Technical Proposal.

Q: Please confirm that all assignments will be by Task Order Requests (TOR) on an individual basis, and which will be compensated for in accordance with an approved hourly rate schedule and contract agreement.

A: Confirmed. Hourly rates in the Fee Schedule will be the basis of compensation. **Please refer to Section 1.0.**

Q: Please confirm that it is the intent of the Authority to establish a "pool" of pre-qualified consultants that will be requested to provide proposals for the various TORs in accordance with their specialized experience.

A: Per the Request for Proposals: The Authority will select one Firm to provide these services.

Q: Paragraph 11.4 requires the submission of a schedule which graphically depicts the milestone and benchmark dates for performing each task. Given that the nature of each individual assignment will not be known until the

issuance of a TOR, would it be sufficient to respond that, as TORs are generated, a detailed graphical schedule will be provided as part of the proposal?

A: Proposers should reply with a general narrative describing the approach and plan to complete the different requirements of the scope of work as it pertains to the different engineering disciplines with the understanding that more specific schedules will be supplied at the time of a TOR request.

Q: One of our subconsultants, Roof Maintenance Systems, was wondering which of the boxes that they should off on Question 9 of the Professional Services Qualification Statement. They will be providing roofing services only, and we weren't sure which discipline that fell under.

A: Checking Integrated Architectural/Engineering Services will be sufficient.

Q: The Professional Services Qualifications Statement requires information and signatures from all of the Proposer's Principals. Colliers Engineering & Design is a national firm, with offices and Principals in 43 states. With this in mind, we would like to satisfy this requirement by using only our Senior Principals. Would this be acceptable?

A: Section 10 of the PSQS requires a list of the Principal Owners. Principal Owner shall mean anybody holding 10% or more ownership.

The Proposers should have those who would identify as Principal Owners sign.

Q: Do subconsultants need to complete Sections 15 and 16 (screenshots below) of the PSQS?

15. GROSS FEES (in thousands) FROM CONTRACTS ENTERED INTO IN THE LAST TEN (10) YEARS:					
	<i>From All Entities (Inc. Private Sector)</i>	<i>From State Government Entities</i>	<i>From Local Government Entities</i>	<i>From Federal Government Entities</i>	<i>Comments</i>
Year (Most Recent)					
Year					
Year					
Year					
Year					
Year					
Year					
Year					
Year					

A: Yes, the subconsultants must submit their company's financial statements.

Please refer to Section 5 – Proposal Submission:

- 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. A Proposer

may designate specific financial information as not subject to disclosure when the Proposer has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and will so advise the Proposer.

Q: Would FMERA consider the following exceptions to the Standard Terms and Conditions & Required Insurance?

1. Because professional liability insurance covers claims only to the extent of the consultant's professional negligence (a defined, industry standard) and because "good, skillful and timely manner" is a vague and ambiguous standard, to ensure coverage of errors and omissions claims, please revise III.C to the generally accepted standard of care: "The Consultant agrees to perform ~~in a good, skillful and timely manner~~ all services set forth in the Contract in a manner consistent with the care and skill ordinarily exercised by professionals of the same industry practicing similar services of a similar complexity in the same time and location as the Project." For the same reasons, please also revise III.D.2 to: "any errors, omissions, or other negligent deficiencies in its services..."
2. Please revise III.G.1 to clearly state that indemnification, defense and hold harmless obligations are limited to third party claims. Although the section header states that the section applies to liabilities to third parties, to have proper effect the clause itself must include the limitation.
3. Because professional liability insurance covers claims only to the extent caused by the Consultant's negligence, and does not provide coverage of defense costs for anyone but the first named insured, please revise III.G.1 to ensure that the obligations thereunder will be covered by insurance: "...agrees to indemnify, defend to the extent provided by insurance and save harmless the Authority....from and against all claims...which shall arise from or result directly ~~or indirectly~~ from the negligent act or omission of the Consultant in the performance of the services..."

A: **The Authority will agree to amend the Standard Terms and Conditions of Section III.C as follows:**

The Consultant agrees to perform all services set forth in the Contract in a manner consistent with the care and skill ordinarily exercised by professionals of the same industry practicing similar services of a similar complexity in the same time and location as the Project. 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.

The amended Standard Terms and Conditions are attached below. No additional changes to the Standard Terms and Condition, except those stated above, will be accepted.

Q: We were asked by a subconsultant, who is DPMC pre-qualified, if their DPMC pre-qualification could override the need for them to fill out the PSQS.

A: DPMC's pre-qualification process does not apply to FMERA.

Please refer to Section 13.0 regarding the PSQS. If you are planning on using a sub-contractor, each sub-contractor must submit a PSQS.

**AMENDED
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.

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

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

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

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

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

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

II. Applicability and incorporation of standard terms and conditions:

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

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

Conditions will prevail, unless the Consultant is notified in writing of the Authority's acceptance of the Consultant's terms and conditions.

III. Consultant's Status and Responsibilities:

- A. Consultant's Status:** The Consultant's status shall be that of an independent consultant and not that of an employee of the State or the Authority.
- B. Consultant's Certification as to its Representations:** The Consultant certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Consultant agrees that the violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for termination of the contract award. In addition, the Consultant's violation of any statute or regulation relating to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Consultant's enforcement of its rights under the Contract including any and all claims at law or equity.
- C. Consultant's Performance:** The Consultant agrees to perform Contract in a manner consistent with the care and skill ordinarily exercised by professionals of the same industry practicing similar services of a similar complexity in the same time and location as the Project. The Consultant has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Consultant's ability to be awarded or to perform its obligations under the Contract.
- D. Responsibilities of Consultant:**
 - 1. The Consultant is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Consultant under the Contract.
 - 2. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority of any rights under the Contract or of any cause of action arising out of the Consultant's performance of the Contract.
 - 3. The acceptance of, approval of or payment for any of the services performed by the Consultant under the Contract shall not constitute a release or waiver of any claim the Corporation has or may have for latent defects or errors or other breaches or warranty or negligence.
 - 4. Except for those subconsultants identified in the Consultant's response to the RFP, the Consultant shall not hire, employ or otherwise engage subconsultants 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 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 Contractor shall maintain all documentation related to subcontracts related to the contract for a period of five years from the date of final payment by FMERA to the

Contractor. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Any failure by the Consultant to maintain or produce such records or to otherwise cooperate with the Authority may be, at the Authority's discretion, cause for termination of the contract award and/or suspension or debarment of the Consultant from the Authority.

- I. Data Confidentiality:** All data not otherwise publicly available contained in documents supplied by the Authority after the award of the Contract, any data not otherwise publicly available gathered by the Consultant in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the Authority. The Consultant is required to use reasonable care to protect the confidentiality of the data. Any use, sale or offering of this data in any form by the Consultant, its employees, agents, servants or assignees will be considered in violation of the Contract and will cause the information to be reported to the State Attorney General for possible prosecution. Penalties for violations of this provision include, but are not limited to, termination of the contract award and/or legal action without the Authority being liable for damages, costs and/or attorney fees. The Consultant shall be liable for any and all damages arising from its breach of this confidentiality provision.
- J. No Waiver of Warranties or Remedies at Law or Equity:** Nothing in the Contract shall be construed to be a waiver by the Authority or any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by an authorized officer of the Authority. Further, nothing in the Contract shall be construed to be a waiver by the Authority of any remedy available to the Authority under the Contract, at law or equity except as specifically and expressly stated in a writing executed by an authorized officer of the Authority.
- K. Publicity:** Publicity and/or public announcements pertaining to the services being furnished pursuant to the Contract shall be approved by the Authority.

IV. Contractual Relationship:

- A. Assignment:** The Consultant shall not assign or transfer its obligations or rights, under the Contract without the prior written consent of the Authority. Any assignment or transfer of the Consultant's rights under the Contract without the prior written consent of the Authority shall not relieve the Consultant of any duty; obligation or liability assumed by it under the Contract and shall be cause for termination of the contract award.
- B. Mergers, Acquisitions and Dissolution:**
 - 1. Merger or Acquisition:** If, subsequent to the award of any contract, resulting from the RFP, the Consultant shall merge with or be acquired by another firm, for purposes of this Contract only, the documents set forth below must be submitted to the Authority for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award upon ten (10) days' notice by the Authority to the Consultant. In such case, the provisions of VI.C. and VI. D shall apply. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.
 - a)** Corporate resolutions prepared by the awarded Consultant and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended.

- b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, 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;
 - iv. 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
 - v. Consultant agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
3. The Consultant will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's contracting officer, advising the labor union or worker's representative of the Consultant's commitments under the act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Consultant agrees to comply with the regulations promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the Americans with Disabilities Act.
 5. The Consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
 6. The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 7. The Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.
 8. The Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
 9. The Consultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

- C. Americans with Disabilities Act:** The Consultant shall abide by the provisions of the Americans with Disabilities Act, 42 U.S.C., Sec. 12101, et seq.
- D. 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 and, if applicable, by every subconsultant of 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 subconsultants of the Consultant must provide the Consultant proof of New Jersey business registration. The Consultant shall forward the business registration documents on to the Authority.

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

- A. For Convenience:** Where circumstances change and/or the needs of the Authority change, or the Contract is otherwise deemed by the Authority to no longer be in the public interest or the services of the Consultant are no longer desired by the Authority, the Authority may terminate the contract award upon no less than thirty (30) days' notice to the Consultant. In the event of such a termination of the contract award, the Consultant shall furnish to the Authority, free of charge, such close-out reports as may reasonably be required.
- B. For Cause:**
 1. Where a Consultant fails to perform or comply with the Contract, the Authority may terminate the contract award upon ten (10) days' notice to the Consultant.
 2. The Authority's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Consultant's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Consultant to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred consultant or a consultant which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- C.** Upon a termination of the contract award under this or any other paragraph herein, the Consultant shall be entitled to receive as full compensation for services rendered up to the date of termination for that portion of the fee which the services were actually and

satisfactorily performed by it, as determined by the Authority, shall bear to the total services contemplated under the Contract, less payments previously made.

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

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

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

Fort Monmouth Economic Revitalization Authority
Bruce Steadman, Executive Director

By Overnight Carrier:
100 Barton Avenue
Oceanport, New Jersey 07757

By USPS Mail:
PO Box 267
Oceanport, NJ 07757

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

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

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

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

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

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

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

By USPS Mail:
PO 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 #7

CONFIDENTIALITY AGREEMENT

This Agreement is made as of the ____ day of _____, 2025 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 Engineering Services (collectively, the “RFP”) and the Agreement by and between the Authority and the Consultant dated this ____ of _____ (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: _____

CONSULTANT

By: _____

Name:

Title:

Dated: _____



OWNERSHIP DISCLOSURE FORM

ATTACHMENT 3

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 NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
2. The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor.
3. The vendor is a **corporation, partnership, or limited liability company**; and therefore, disclosure is necessary.

If you answered **YES** to Question 3, you must disclose the following information below: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?

If you answered **YES** to Question 4, you must disclose the following information below: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

NAME	_____
ADDRESS	_____
ADDRESS	_____
CITY	STATE ZIP

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary