



**REQUEST FOR PROPOSALS**

**FOR**

**SURVEYING SERVICES**

Issued by the  
**FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY**

Date Issued: March 15, 2024

**Responses due by 12:00 P.M. on April 23, 2024**

## **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 to its mission, FMERA, by means of this Request for Proposals (the “RFP”) is soliciting Technical Proposals, Fee Proposals, and a Professional Services Qualification Statement from qualified Firms interested in providing Surveying Services, the services described herein as the Surveyor, to facilitate transfer of the former Fort Monmouth property from the Authority to interested purchasers. The Fort Monmouth property is currently owned by the Authority with exception of some Environmental Carve-outs, and spans two distinct areas, the Charles Wood Area (CWA) and the Main Post (MP) that fall within the boundaries of Tinton Falls, Eatontown, and Oceanport Boroughs. The Authority will select one Firm to provide these services.

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 June 1, 2024, 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.

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 identify of the properties for which the services will be required; or (ii) the timing and sequent of the need for services.

## **1.1 ADDITIONAL SERVICES**

The Firm awarded the contract to provide the services subject to this RFP may also be retained by the Authority, to provide additional services relative to other portions of the Project on adjacent parcels, and/or any related components/phases of the Project and/or Project site. It is understood that the successful Firm may be retained by the Authority if, in the sole discretion of the Authority, it is determined that services for additional or related services are required and that such procurement is in the best interest of the Authority. It is understood that the Authority must find the successful Firm’s services to be acceptable and satisfactorily completed in order to be considered a candidate to be retained by the Authority to provide additional services relative to the Project. It is further understood that the Authority is under no obligation to solicit a proposal and/or retain the successful Firm to provide any such additional services. In the event the Authority requests work be performed the successful Firm shall submit a Proposal to perform the additional work to FMERA Director of Facilities and Infrastructure. The successful Firm’s written Proposal must provide a detailed description of the work to be performed broken down by task and subtask and must detail the costs necessary to complete the additional work in a manner consistent with the Contract, but the Contract Documents may be amended and appended as required should the authority procure such additional services. The hourly billing rates requested as part of the RFP, will apply to such additional services.

## **2.0 BACKGROUND**

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

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

FMERA acquired title to the 1,127-acre Fort from the U.S. Army for the Phase 1 properties on May 29, 2014 and the Phase 2 properties on November 17, 2016 and has been implementing the Reuse Plan, which targets the development of 1,585 new housing units and an estimated 4.8 million square feet of commercial and other non-residential uses, at a total development cost of approximately \$2+ billion. To date, FMERA has sold approximately 34 parcels and another 6 parcels are under contract or have Board approved contracts. Currently, about 90% of the Fort’s acreage is either sold, under contract, or in negotiations.

### **3.0 SCOPE OF SERVICES**

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

### **4.0 TOURS**

Walk-through tours will commence on March 20, 2024 at 10:00 A.M. Tours will be available Monday through Thursday. The last day to request a walk-through tour of the Property is April 12, 2024 at 4:00 P.M. Please schedule a walk-through tour by contacting Regina McGrade at [rmcgrade@njeda.com](mailto:rmcgrade@njeda.com) or 732-720-6350.

### **5.0 PROPOSAL SUBMISSION**

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

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

**Proposals must be received by April 23, 2024 at 12:00 P.M. Eastern Standard Time (EST).**

**Proposals may be delivered via an overnight service (FedEx or UPS) to the FMERA Office: 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ 07757 by April 23, 2024 at 12:00 P.M. (EST).**

**Hand delivered proposals must be received at the FMERA Office, 502 Brewer Avenue, Oceanport, NJ by April 23, 2024 at 12:00 P.M. (EST).**

**For US mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ. All US mail deliveries must be received by April 23, 2024 at 12:00 P.M. (EST).**

**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 April 23, 2024 at 12:30 P.M. (EST) at the FMERA Office located at 502 Brewer Avenue, Fort Monmouth, Oceanport, NJ 07757.**

The Authority reserves the right to hold oral interviews with any or all of the Proposers submitting Proposals. The Authority expects to hold oral interviews, if any, on or about May 13, 2024. If held, each Proposer being requested to attend oral interviews will be notified by the Authority on or about May 6, 2024.

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

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

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

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

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

Communications with representatives of the Authority by the Proposer or the Proposer's representatives concerning this RFP are **NOT** permitted during the term of the submission and evaluation process (except as set forth above in **Section 4.0**, and **Section 5.0**). Communications regarding this RFP in any manner (except as set forth above in **Section 4.0** and **Section 5.0**) will result in the immediate rejection of your Firm's Proposal.

## **6.0 QUESTIONS AND ANSWERS**

The Authority will accept questions from Firms regarding any aspect of this RFP via e-mail only until 5:00 p.m. Eastern Standard Time on **April 12, 2024**. Questions should be directed via e-mail to:

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

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

## **7.0 CONFLICT OF INTEREST**

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

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

## **8.0 SUBCONTRACTING AND/OR SUBCONSULTING AND STAFFING**

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

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

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

## **9.0 THE PROPOSAL**

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** 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 Proposer'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
- X.** Professional Services Qualification Statement (Lead Firm and all subcontractors)

All of the above items must be addressed in the submission in the same order as stated above. Each Proposer's technical proposal will be evaluated based upon the Evaluation Criteria specified in **Section 17.3** below, using the Evaluation Score Sheet attached hereto as **ATTACHMENT #5**. 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 the 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 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 Proposer 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 or formation of the Proposer and list all licenses obtained by the Firm enabling it to operate. The cover letter must also include identification of any and all subcontractors of the Proposer.

### **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 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 as attached hereto as **ATTACHMENT #1**. If applicable, please highlight projects in which members of your proposed project team have worked together. Please indicate for each project which you list, the scope of the project and the location of the project.

1. Proposals must provide a description of experience within the past ten (10) years related to:
  - i. Surveying Services provided in the State of New Jersey to Agencies or Authorities
  - ii. Surveying of large parcels of property
  - iii. Surveying property formerly owned by the US Government

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

### **11.5 Organization Chart**

The organization chart must include all Key Team Members, their labor category and titles for this engagement. For the purposes of this engagement, a “Key Team Member” is a 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. In the event the respondent Firm is a “joint venture,” the respondent Proposer must indicate from which participating Firm each Key Team Member originates. If the responding Proposer is a “joint venture”, there must be included a clear statement of responsibility associated with each member and/or entity of the joint venture.

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.

## **11.6 Resumes of Key Team Members**

A resume of each key team member must be included.

## **11.7 Disclosure of Investment Activities in Iran**

See **Section 16.6** of the RFP for instructions on completing this form.

## **11.8 Disclosure of Investment Activities in Russia and Belarus**

See **Section 16.7** for this RFP for instructions on completing this form.

## **12.0 INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL**

The Proposer must submit a completed and signed fee proposal to be submitted in a separately sealed envelope. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations, except to add additional lines in a category heading, if applicable. Any additional or supplemental versions of the Authority-supplied Fee Schedule will not be accepted and may result in the Proposer's proposal being deemed non-responsive. The Proposer should also include a statement of any assumptions or exclusions underlying the Proposer's fee proposal. The fee proposal should also include all reimbursable expenses for each task or subtask to be completed as part of this engagement. Please use the Fee Schedule Forms attached hereto as **ATTACHMENT #4** to present your Firm's proposed fees for this engagement. If a Fee Schedule does not contain a specific category applicable to your Firm's proposed fees, please append such additional information to the Fee Schedule Form.

Each Firm is required to hold its prices firm through the selection process and the appointment of the Consultant by the Authority.

## **13.0 INSTRUCTIONS FOR SUBMITTING A PSQS**

In addition to submitting a Technical Proposal and completed and signed Fee Schedule Forms, to be considered for award of this contract, a Firm must submit a completed Professional Services Qualification Statement using the form attached to this RFP as **ATTACHMENT #6** and providing the requested supporting data.

## **14.0 CONFIDENTIALITY AGREEMENT**

The selected Firm will be required to enter into a confidentiality agreement with the Authority, attached hereto as **ATTACHMENT #7**. 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 STANDARD TERMS AND CONDITIONS & REQUIRED INSURANCE**

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



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

## **16.0 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 required 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.

### **16.1 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 joint venture partners submitting a proposal are strongly encouraged to submit their *BRC(s)*, as well as the *BRC* for any named subcontractors with the proposal. The successful Firm is required to ensure that it, each joint venture partner and all subconsultants 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, joint venture partners and / or any named subcontractors are unable to provide evidence of possessing a valid *BRC* prior to the award of a contract; the proposal may be deemed materially non-responsive

During the term of the contract and any extensions thereto, and prior to performing any work against said contract, the successful Firm must obtain and submit to the Authority, proof of a valid *BRC* registration for any subcontractor who will perform work against the resulting contract. Upon notification from the Authority of intent to award a contract, the successful 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 Consultant 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 Consultant, 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](http://www.nj.gov/njbgs) to register with the Division of Revenue or to obtain a copy of an existing *BRC*.

INDIVIDUALS, who may be responding to this RFP, 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 Consultant 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.

## **16.2 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. 2024, 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. 2024, c.30), a “Fair and open process” means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The decision of the Division of Purchase and Property as to what constitutes a fair and open process shall be final.

A “Continuing Political Committee” means any political organization (a)( organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a continuing political committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8(b)(8). A Continuing Political Committee does not include a “political party committee,” a “legislative leadership committee,” or an “independent expenditure committee,” as defined in N.J.S.A. 19:44A-3.

### For Contracts Awarded Pursuant to a Fair and Open Process

The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building, from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions in the last four years, to a Continuing Political Committee that is determined by the Treasurer to be a conflict of interest.

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

1. Make or solicit a contribution in violation of the statute;
2. Knowingly conceal or misrepresent a contribution given or received;
3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor;
5. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

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

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

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

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51, rev. P.L. 2024, 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>

### **16.3 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.

### **16.4 Affirmative Action Supplement with Affirmative Action Employee Information Report.**

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

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

### **16.5 Prevailing Wage Requirement.**

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

## **16.6 Disclosure of Investment Activities in Iran.**

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

## **16.7 Disclosure of Investment Activities in Russia and Belarus Form**

If compliance is required with N.J.S.A. 52:32-60.1, et seq., which prevents the Authority from certain dealings with businesses engaged in activities related to Belarus or Russia, the Grantee or Vendor agrees that by submitting a proposal that the Grantee or Vendor may be required to certify whether or not it is appearing on the list of "Specially Designated Nationals and Blocked Persons" promulgated by the Office of Foreign Assets Control (OFAC), <https://sanctionssearch.ofac.treas.gov>, without a license or exemption related to Belarus or Russia, and that if this statement is willfully false, Grantee or Vendor shall be subject to penalty. Additionally, Grantee or Vendor agrees that it will affirmatively disclose whether it appears on the OFAC list for any reason, and whether or not it has a license or exemption from OFAC.

## **16.8 Certification for EO No. 271 – COVID-19 Vaccine**

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

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

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

## **17.0 SELECTION PROCESS**

**17.1** All Proposals will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation. Responsive Proposals will be evaluated by an evaluation committee pursuant to the criteria specified below using the Evaluation Score Sheet attached as **ATTACHMENT #5**. The Authority reserves the right to request clarifying information subsequent to submission of the proposals, if necessary.

**17.2** An evaluation committee will review and score each Proposal pursuant to the evaluation criteria specified below in **Section 17.3** using the Evaluation Score Sheet attached hereto as **ATTACHMENT #5**.

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

- (1) Fee Proposal
- (2) Proposer's experience providing Surveying Services for State of New Jersey Agencies and Authorities
- (3) Proposer's certifications and licenses to provide Surveying Services in the State of New Jersey
- (4) Proposer's understanding of the Scope of Services and project requirements;
- (5) Proposer's general overview and approach in meeting the requirements of this RFP;
- (6) Proposer's experience in successfully completing projects of a similar scope and size to that required by this RFP;
- (7) Qualifications and experience of Key Team Members/subcontractors and/or subconsultants assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP;
- (8) Overall quality of response to RFP including organization of materials, format, detailed approach and work plan; and

**17.4** 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.

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

**17.6** Proposals will receive a technical score based on an evaluation of each Proposal, except that, at its sole option, the Authority may conduct interviews, and such interviews, when employed, shall determine the final technical ranking, based on the evaluation criteria specified above in **Section 17.3** using the Evaluation Score Sheet attached hereto as **ATTACHMENT #5**.

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

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

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

## **18.0 Award of Contract**

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

**ATTACHMENT #1**  
**SCOPE OF SERVICES**

## **Scope of Services Land Surveyor**

### **I. Assignment:**

The Surveyor shall provide Surveying Services to facilitate transfer of the former Fort Monmouth property from the Authority to interested purchasers. The Fort Monmouth property is currently owned by the Authority with exception of some Environmental Carve-outs, and spans two distinct areas, the Charles Wood Area (CWA) and the Main Post (MP) that fall within the boundaries of Tinton Falls, Eatontown, and Oceanport Boroughs. The Authority will select one Firm to provide these services.

### **II. Specific Tasks:**

The Surveyor will be requested to provide surveying and mapping services including, but not limited to outbound metes and bounds surveys of sub-parcels, Boundary Survey Plans including Rights-Of-Way (ROWS) and easements, and Topographic/Utility Survey Plans.

The surveying services shall comply with the MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2021). As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys are superseded by these standards. A complete 2016 ALTA/NSPS Land Title Survey includes: (i) the on-site fieldwork required pursuant to Section 5, (ii) the preparation of a plat or map pursuant to Section 6 showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor pursuant to Section 4, (iii) any information from Table A items requested by the client, and (iv) the certification outlined in Section 7.

### **III. Survey Deliverables**

- a. Individual ALTA/NSPS Site Boundary Survey Plan(s) of specific sub-parcels, as assigned, depicting all easements of record and any other known encumbrances on title
- b. Individual Site Topographic/Utility Plans if additional tasks requested
- c. Legal Descriptions for each property to be disposed of
- d. A copy of the Surveyor's field notes
- e. The Title Surveys shall be certified to the Authority and its contract vendee and, if and as requested, to the Authority's or the contract vendee's lender, title company or counsel at no additional cost
- f. All survey plans to be on reproducible Paper, ANSI D 22" X 34" minimum with North up and Title Block on lower right-hand corner. PDF and CAD files of surveys to also be provided electronically. All written legal descriptions to also be provided in hard copy and electronically in Microsoft Word. All final products to be sealed and signed by the Licensed Professional Surveyor. Four hard copies will be required by the Authority upon completion.
- g. Installation of corner markers as agreed upon on a proposal-by-proposal basis. Markers may be in the form of pin and cap, concrete monument, crosscuts, PK nail, temporary stake, or flagging. Markers will be set reasonably distanced and within sight from one another.

### **IV. Task Order Request Process**

- a. During the course of the Contract, the Authority will provide the successful Firm, via email, a Task Order Request (**Exhibit A**) for review and signature, certifying that no conflict of interest



exists with the subject request. The TOR may include Previous Legal Descriptions of the Site Plan and include any historical knowledge know. The TOR will specific any required deadlines.

- b. The successful Firm will then send the Task Order Response (**Exhibit A**) back to the Authority for the final review and processing. Upon receipt and acceptance of the completed TOR, the Authority will issue the Firm written notice to proceed. The Firm shall be required to respond to each TOR as follows:
  - i. The TOR will be addressed to FMERA's Director of Facilities and Infrastructure.
  - ii. The successful Firm must review the TOR to determine that no conflict of interest exists for the services then return a signed TOR to the Authority's Director of Facilities and Infrastructure within one (1) to three (3) business days.
  - iii. The TOR shall include a cost estimate in accordance with the Firm's submitted Fee Schedule. The Authority will then either accept the Firm's Tor proposal, or respond to further negotiate the costs, scope of services, and time needed to complete the task/project.
  - iv. Any adjustments to hours or positions/titles are subject to the final approval of the Authority's Executive Director.
  - v. It is understood that the Authority is under no obligation to solicit responses to the TOR's and/or retain the Firm for any TOR-based Services. There is no guaranteed minimum number of requests the authority may issue throughout the terms of the contract and any extensions thereto.
  - vi. No work may begin until the Authority issues a written notice to proceed to the successful Firm.

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY  
TASK ORDER REQUEST

<b>CONTRACTOR NAME</b>	
<b>PROJECT TITLE</b>	
<b>DATE</b>	
<b>PROJECT SUMMARY</b>	
<b>DATE NEEDED</b>	
<b>FMERA CONTACT</b> (Name, Title, Address, E-mail & Telephone Number)	
<p><b>Cost Submission:</b> Please provide a cost estimate for the above referenced project, in accordance with the Fee Schedule submitted for RFP for Surveying Services. By providing a cost estimate, the Contractor is certifying that there is no Conflict of Interest with the subject request. Within five (5) business days of confirmation of receipt of the TOR Request, the Firm shall e-mail the Authority a TOR Response Form provided by the Authority. Each estimate must include a Not-to-Exceed amount and statement as such.</p>	
<p><b>WRITTEN NOTICE TO PROCEED MUST BE PROVIDED BY THE AUTHORITY BEFORE WORK ON THIS PROJECT MAY BEGIN.</b></p>	
<b>PROJECT DESCRIPTION</b>	
<b>ADDITIONAL PARTIES TO RELY ON THE RESPONSE</b>	

**FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY  
TASK ORDER REQUEST – FIRM’S RESPONSE FORM**

**TASK ORDER REQUEST**

The undersigned, having familiarized himself/herself with the conditions affecting the cost of the work and with the Authority Contract documents agrees to furnish all mobilization, insurances, labor, materials and services, and perform all work as described in the Contract documents, per the rates included in the Fee Schedule. The Contractor is responsible for verifying and estimating all quantities for providing the prices.

<b>FIRM’S NAME</b>				
<b>PROJECT SUMMARY</b>				
<b>TASK</b>	<b>STANDARDIZED POSITIONS/TITLES</b>	<b>HOURLY RATES</b>	<b>NUMBER OF HOURS</b>	<b>PRICE</b>
	Administrative/Support Staff			
	<b>TOTAL PRICE</b>			
<p><b>Contractor agrees as follows:</b></p> <ul style="list-style-type: none"> <li>• Project completion shall be consistent with the dates outlined on the Task Order Request.</li> <li>• Scheduling of all work shall be coordinated with the Authority.</li> <li>• FIRM represents that there is no conflict of interest in the performance of this Task Order Request.</li> <li>• The Authority is a tax-exempt organization: Federal ID 32-0323320.</li> </ul>				

Respectfully submitted,

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

“Shall” denotes a mandatory condition.

“State” means the State of New Jersey.

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

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

**B.** All of the Authority’s Standard Terms and Conditions will become part of the Contract awarded as a result of this RFP, whether stated in part, in summary or by reference. In the event the 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 Authority has or may have for latent defects or errors or other breaches or warranty or negligence.
4. Except for those subcontractors and/or subconsultants identified in the Consultant's response to the RFP, the Consultant shall not hire, employ or otherwise engage subcontractors and/or subconsultants to furnish the performance contemplated by the Contract, unless the prior written approval of the Authority is obtained by the 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 Firm certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.

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

**G. Indemnity/Liability to Third Parties:**

1. The 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 Contractor shall maintain all documentation related to subcontracts related to the contract for a period of five years from the date of final payment by FMERA to the Contractor. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Any failure by the Consultant to maintain or produce such records or to otherwise cooperate with the

Authority may be, at the Authority's discretion, cause for termination of the contract award and/or suspension or debarment of the Consultant from the Authority.

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

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

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

#### **IV. Contractual Relationship:**

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

**B. Mergers, Acquisitions and Dissolution:**

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

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



- b) New Jersey Business Registration Certificate, Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form, Political Disclosure Form, and Affirmative Action Supplement with Affirmative Action Employee Information Report reflecting all updated information, including ownership disclosure, pursuant to the provisions contained herein.
- c) The acquirer's or resulting entity's Federal Employer Identification Number.
- d) **Ownership Disclosure:** Within thirty (30) days after any merger or acquisition, the Consultant must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Consultant has the continuing obligation to notify the Authority of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Authority.

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

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

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

A. Corporate Authority:

- 1. All New Jersey corporations must obtain a Certificate of Incorporation from the Office of the Secretary of State of New Jersey prior to conducting business in the State of New Jersey.
- 2. If a Firm 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 Firm shall provide

either a certification or notification of filing with the Secretary of State. Failure to comply may result in the Authority withdrawing the notice of intent to award.

3. If the Firm awarded the Contract is an individual, partnership or joint venture not residing in this State or a partnership organized under the laws of another state, then the Firm shall execute a power of attorney designating the Secretary of State as his true and lawful attorney for the sole purpose of receiving process in any civil action which may arise out of the performance of the Contract. The appointment of the Secretary of State shall be irrevocable and binding upon the Firm, his heirs, executors, administrators, successors and assigns. Within ten (10) days of receipt of this service, the Secretary of State shall forward same to the Firm at the address designated in the Firm's proposal.

**B. Affirmative Action:** During the performance of the Contract, the 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:
  - a) Appropriate evidence that the consultant is operating under an existing Federally approved or sanctioned affirmative action program;
  - b) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or;
  - c) An employee information report (Form AA302) electronically provided by the and distributed to the public agency, through the Division's website, to be completed by the Firm, in accordance with N.J.A.C. 12:27-4.
2. During the performance of this contract, the Consultant agrees as follows:
  - a) Firm (i.e., the Consultant) or subcontractor and/or subconsultant, 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 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;
  - b) Firm (i.e. the Consultant) or subcontractor and/or subconsultant, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color,

- national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c) Firm (i.e. the Consultant) or subcontractor and/or subconsultant, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and
  - d) Firm (i.e. the Consultant) or subcontractor and/or subconsultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
3. The 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 and each subcontractor and/or subconsultant agree to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
  6. The Consultant and each subcontractor and/or subconsultant agree to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
  7. The Consultant and each subcontractor and/or subconsultant agree to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.
  8. The Consultant and each subcontractor and/or subconsultant agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the status and court decisions of the

State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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. Firm's Warranty:** By submitting a proposal in response to the RFP, the Firm warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the 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 Firm 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 Firm and, if applicable, by every subcontractor of the Firm, with the Firm’s bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at [www.state.nj.us/njbgs/services.html](http://www.state.nj.us/njbgs/services.html).
3. Before performing work under the Contract, all subcontractors of the Consultant must provide the Consultant proof of New Jersey business registration. The Consultant shall forward the business registration documents on to the Authority.

**G. Set-Off for State Tax**

1. Please be advised that, pursuant to L. 1995, c.159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer partnership or S corporation under contract to provide goods and services or construction projects to the State of New Jersey or agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services at the same a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer’s or shareholder’s share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.
2. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protestor subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c 184 (c.52:32-35), shall be stayed.

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

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

**B. For Cause:**

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

2. The Authority's right to terminate the contract award for cause includes violation of state and federal law (as demonstrated by the Consultant's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the Consultant to fulfill its contractual obligations. The Authority may also terminate any contract with a federally debarred consultant or a consultant which is presently identified on the list of parties excluded from federal or state 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. Approval of payment is at the Authority's sole discretion and shall be in accordance with the standards provided within the Contract. For work performed to correct an error by the Consultant, the Authority will not be required to reimburse the Consultant. All compliance documentation must be provided and invoices will not be paid until all documentation has been received by the Authority.

**VIII. Insurance:** The Firm shall 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-VII 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 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, NJ 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 \$1,000,000 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 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.

**A. UMBRELLA/EXCESS LIABILITY**

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

**B. WAIVER OF RIGHTS**

Firm waives all rights against The Authority, the State of New Jersey, its officers, and employees for recovery of damages to the extent these damages are covered by the above required insurances maintained by Contractor.

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

**C. FIRMS EQUIPMENT INSURANCE**

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

**D. SUBCONTRACTORS AND/OR SUBCONSULTANTS**

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

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



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

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

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

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

**ATTACHMENT #3**  
**REQUIRED FORMS**

## INFORMATION AND INSTRUCTIONS

### For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

#### **Background Information**

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

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

#### **Two-Year Certification Process**

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

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto: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](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

#### **Instructions for Completing the Form**

##### **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](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

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

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

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

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

### **Questions & Information**

Questions regarding 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**

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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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 _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>

Remove Contribution

Add a Contribution

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

**Part 3: Certification** (Check one box only)

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

I hereby certify as follows:

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

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

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

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

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

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

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

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

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

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

**Procedure for Submitting Form(s)**

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

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

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

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



# 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](http://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](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

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

<b>Official Use Only</b>	DATE RECEIVED	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													
<b>TOTAL</b>													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

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

**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)



# 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

**ATTACHMENT #4  
FEE SCHEDULE**

<b>Level of Employee<sup>1</sup></b>	<b>Hourly Rate<sup>2</sup></b>
Administrative Support Staff	
Intern	
Junior Field Staff	
Junior Technical Staff	
Field Staff	
Technical Staff	
Junior Professional Staff	
Senior Technical Staff + Field Staff	
Professional Staff	
Supervising Technical Staff	
Senior Professional Staff	
Manager	
Principal	
<b>Reimbursable Costs</b>	<b>Costs</b>
Subconsultants	Invoice + Markup % _____
Printing Costs	/Per item
Mileage <sup>3</sup>	/Per mile
Field Vehicles	/day

**Firm's Name:** \_\_\_\_\_

**Firm's Address:** \_\_\_\_\_

**Firm's FEIN:** \_\_\_\_\_

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

<sup>1</sup> List equivalent position and hourly rate.

<sup>2</sup> Includes all direct labor costs and all overhead associated with each type of personnel.

<sup>3</sup> Should not apply to travel to and from site except for mileage outside the scope of the approved TOR request.



**ATTACHMENT #5  
EVALUATION SCORE SHEET**

**Fort Monmouth Economic Revitalization Authority  
Surveying Services**

**Firm:** \_\_\_\_\_

<b>Technical Proposal Requirements</b>	<b>Total Points</b>	<b>Points Scored</b>
<b>1. Description of Firm's Prior Experience, Management &amp; Approach</b>	<b>100</b>	
a) Firm's experience, certifications and licenses to provide Surveying Services in the State of New Jersey to Agencies and Authorities.	<b>20</b>	
b) Firm's understanding of the Scope of Services and project requirements of the RFP.	<b>10</b>	
c) Firms general overview and approach in meeting the requirements of the RFP.	<b>15</b>	
d) Firm's experience in successfully completing projects of a similar scope and size to that required in the RFP.	<b>15</b>	
e) Qualifications and experience of Key Team Members/subconsultants assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP.	<b>20</b>	
f) Overall quality of response to RFP including organization of materials, format, detailed approach and work plan.	<b>20</b>	
<b>TOTAL TECHNICAL</b>		
<b>FEE SCHEDULE</b>	<b>50</b>	
<b>TOTAL TECHNICAL/INTERVIEW/FEE SCHEDULE</b>		

**ATTACHMENT #6**  
**PROFESSIONAL SERVICES QUALIFICATION STATEMENT**

**PROFESSIONAL SERVICES  
QUALIFICATION STATEMENT\***

**\*Professional Services Qualification Statements (PSQS) will be kept on file at the FMERA for two years from the date of submittal of a complete PSQS. An incomplete PSQS will be returned. All items must be completed. If an item is not applicable, indicate so by inserting "N/A".**

Fort Monmouth Economic Revitalization  
Authority  
P.O. BOX 267  
Oceanport, New Jersey 07757  
  
**(732) 720-6350**

1. Firm Name/Business Headquarters Address:

Telephone No.:

Fax No.:

E-Mail Address:

2. Submittal Date:

3. Federal ID No.:

4. (a) SIC Code:

(b) NAICS Code:

<p>5. Type of Ownership:</p> <p>Total Number of Employees:</p> <p>Name of Parent Company, if any:</p> <p>Year Present Firm Established:</p> <p>Former Firm Name(s) and Year(s) Established:</p>	<p>6. (a) Is the applicant Firm certified or registered with the New Jersey Commerce &amp; Economic Growth Commission as an: Yes _____ No _____</p> <p>SBE Yes _____ No _____ WBE Yes _____ No _____ (Optional) MBE Yes _____ No _____ (Optional) DVOB Yes _____ No _____ (Optional) VOB Yes _____ No _____ (Optional)</p> <p>Identification Number: Attach Certification/Registration form</p> <p>6. (b) Is the applicant Firm registered with the New Jersey Division of Revenue: _____ Yes _____ No _____</p> <p>Attach Business Registration form</p>
---	---

<p>7. Principal Contact (include Name, Title and Telephone No.):</p>	<p>8. List Branch Office locations other than Headquarters listed in Item 1:</p>
--	--

9. Check below the discipline for which the applicant Firm is submitting its PSQS:  
**(If submitting in more than one area, submit all appropriate documentation for each discipline.)**

CHECK IF APPLICABLE	DISCIPLINE
	Boundary/Topographic Survey Services
	Civil Engineering and Geotech Services
	Integrated Architectural/Engineering Services
	Architectural Design and Programming Services
	Planning Services
	Construction Inspection Services
	Environmental Engineering & Site Investigation Services
	Asbestos Inventory, Abatement/ASCM Services

10. LIST PRINCIPAL OWNERS:	LIST KEY PERSONNEL:
a. Name:	a. Name:
b. Home Address:	b. Title:
c. Percentage of Ownership:	
d. Officer/Title:	

a. Name:	a. Name:
b. Home Address:	b. Title:
c. Percentage of Ownership:	
d. Officer/Title:	

a. Name:	a. Name:
b. Home Address:	b. Title:
c. Percentage of Ownership:	
d. Officer/Title:	

**ATTACH AS MANY SHEETS AS NECESSARY**

11. <b>BRIEF RESUME OF PRINCIPALS AND KEY PERSONNEL</b>	
a. Name and Title:	a. Name and Title:
b. Years Experience: This Firm _____ Other Firm	b. Years Experience: This Firm _____ Other Firm
c. Education: Degree(s)/Year/Specialization/School:	c. Education: Degree(s)/Year/Specialization/School:
d. Active Registration: Year First Registered/Discipline/NJ License No.:	d. Active Registration: Year First Registered/Discipline/NJ License No.:
e. Experience and Qualifications:	e. Experience and Qualifications:

**ATTACH AS MANY SHEETS AS NECESSARY**

12. INSTRUCTIONS:

1. Review the Specialty/Discipline Column (Column C) and place an “X” in Column A for those specialties/disciplines for which the applicant Firm is submitting.
2. Review Professional/Technical Staff (Column D) and indicate the number of staff members in the appropriate boxes in Columns E and F working full time for the applicant Firm in each specialty/discipline. There is no limit to the number of specialty/discipline on which a staff member may be entered.
3. Indicate the total Professional/Technical Staff for each specialty/discipline in Column G.

\*Note: For each specific specialty/discipline, qualified staff must be listed in Column E. Additional credit may be given for any additional staff listed in Column F.

A REQUESTED	B CODE	C SPECIALTY/DISCIPLINE	D PROFESSIONAL/TECHNICAL STAFF	E IN THE OFFICE SUBMITTING		F OFFICES IN PROXIMITY (WITHIN 100 MILES OF PRIMARY OFFICE)		G TOTAL STAFF
				# OF STAFF WITH A NJ LIC- ENSE	# OF ADD'L TECH- NICAL STAFF	# OF STAFF WITH A NJ LICENSE	# OF ADD'L TECH- NICAL STAFF	
	1	ARCHITECTURE	ARCHITECTS					
	2	ELECTRICAL ENGINEERING	ELECTRICAL ENGINEERS					
	3	HVAC ENGINEERING	HVAC ENGINEERS					
	4	PLUMBING ENGINEERING	PLUMBING ENGINEERS					
	5	CIVIL ENGINEERING	CIVIL ENGINEERS					
	6	SANITARY ENGINEERING	SANITARY ENGINEERS					
	7	STRUCTURAL ENGINEERING	STRUCTURAL ENGINEERS					
	8	DEMOLITION ENGINEERING	CIVIL ENGINEERS					
	9	MECHANICAL ENGINEERING (Elevators/Conveyors)	MECHANICAL ENGINEERS					



A REQUESTED	B CODE	C SPECIALTY/DISCIPLINE	D PROFESSIONAL/TECHNICAL STAFF	E IN THE OFFICE SUBMITTING		F OFFICES IN PROXIMITY (WITHIN 100 MILES OF PRIMARY OFFICE)		G TOTAL STAFF
				# OF STAFF WITH A NJ LIC- ENSE	# OF ADD'L TECH- NICAL STAFF	# OF STAFF WITH A NJ LICENSE	# OF ADD'L TECH- NICAL STAFF	
	10	SOILS ENGINEERING	SOIL ENGINEERS					
	11	FIRE PROTECTION ENGINEERING	FIRE PROTECTION ENGINEERS					
	12	ENVIRONMENTAL ENGINEERING	ENVIRONMENTAL ENGINEERS					
	13	MARINE ENGINEERING	CIVIL ENGINEERS					
	14	LANDSCAPE DESIGN	LANDSCAPE ARCHITECTS					
	15	PLANNING	PLANNERS					
	16	LAND SURVEYING	SURVEYORS					
	17	AERIAL SURVEY	SURVEYORS					
	18	HYDROGRAPHIC SURVEYING	SURVEYORS					
	19	FIRE & LIFE SAFETY RENOVATIONS	ARCHITECTS/ENGINEERS					
	20	BARRIER FREE/ADA DESIGN	ARCHITECTS/ENGINEERS					
	21	ESTIMATING/COST ANALYSIS	ESTIMATORS					
	22	INTERIOR DESIGN SPACE PLANNING	INTERIOR DESIGNERS					
	23	ROOFING INSPECTION	ROOFING INSPECTORS					

A REQUESTED	B CODE	C SPECIALTY/DISCIPLINE	D PROFESSIONAL/TECHNICAL STAFF	E IN THE OFFICE SUBMITTING		F OFFICES IN PROXIMITY (WITHIN 100 MILES OF PRIMARY OFFICE)		G TOTAL STAFF
				# OF STAFF WITH A NJ LIC- ENSE	# OF ADD'L TECH- NICAL STAFF	# OF STAFF WITH A NJ LICENSE	# OF ADD'L TECH- NICAL STAFF	
	24	CONSTRUCTION MANAGEMENT	CONSTRUCTION MANAGERS					
	25	CPM	SCHEDULERS					
	26	ARCHAEOLOGY	ARCHAEOLOGISTS					
	27	GEOLOGY	GEOLOGISTS					
	28	VALUE ENGINEERING	ARCHITECTS/ENGINEERS/ESTIMATORS					
	29	HISTORICAL PRESERVATION/RESTORATION	ARCHITECTS					
	30	ROOFING CONSULTANT	ARCHITECTS/ENGINEERS					
	31	ACOUSTICS	ACOUSTICIANS					
	32	ASBESTOS ABATEMENT	AHERA PROJECT DESIGNERS					
		DESIGN/CONSTRUCTION/MONITORING	ASBESTOS SAFETY TECHNICIANS					
	33	CLAIMS ANALYSIS	CLAIMS ANALYSTS/ESTIMATORS					
	34	TELECOMMUNICATIONS	TELECOMMUNICATION SPECIALISTS					
	35	EXHIBIT/INTERPRETATIVE DESIGN	DESIGNERS					
	36	FEASIBILITY/MASTER PLANNING	PLANNERS/ARCHITECTS/ENGINEERS					

A REQUESTED	B CODE	C SPECIALTY/DISCIPLINE	D PROFESSIONAL/TECHNICAL STAFF	E IN THE OFFICE SUBMITTING		F OFFICES IN PROXIMITY (WITHIN 100 MILES OF PRIMARY OFFICE)		G TOTAL STAFF
				# OF STAFF WITH A NJ LIC- ENSE	# OF ADD'L TECH- NICAL STAFF	# OF STAFF WITH A NJ LICENSE	# OF ADD'L TECH- NICAL STAFF	
	37	FIRE DETECTION SYSTEMS	FIRE DETECTION SPECIALISTS					
	38	FIRE PROTECTION SYSTEMS	FIRE PROTECTION SPECIALISTS					
	39	FOOD SERVICE	FOOD SERVICE CONSULTANTS					
	40	HYDRAULICS/PNEUMATICS	HYDRAULIC ENGINEERS					
	41	HYDROLOGY	HYDRO GEOLOGISTS					
	42	SECURITY SYSTEMS	SECURITY SYSTEM CONSULTANTS					
	43	SITE PLANNING	PLANNERS/ARCHITECTS/ENGINEERS					
	44	TESTING & BALANCING (HVAC)	HVAC ENGINEERS					
	45	TRAFFIC	TRAFFIC ANALYSTS					
	46	TRANSPORTATION	CIVIL ENGINEERS					
	47	WASTE/WATER TREATMENT	CIVIL/SANITARY ENGINEERS					
	48	ENERGY MANAGEMENT CONTROL SYSTEMS	HVAC/ELECTRICAL ENGINEERS					
	49	RADON MANAGEMENT CONSULTANT	DEP CERTIFIED CONSULTANTS					
	50	CONSTRUCTION FIELD INSPECTION	FIELD INSPECTORS					

A REQUESTED	B CODE	C SPECIALTY/DISCIPLINE	D PROFESSIONAL/TECHNICAL STAFF	E IN THE OFFICE SUBMITTING		F OFFICES IN PROXIMITY (WITHIN 100 MILES OF PRIMARY OFFICE)		G TOTAL STAFF
				# OF STAFF WITH A NJ LIC- ENSE	# OF ADD'L TECH- NICAL STAFF	# OF STAFF WITH A NJ LICENSE	# OF ADD'L TECH- NICAL STAFF	
	51	ELEVATOR PLAN REVIEW, TESTING INSP.	DCA CERTIFIED SPECIALISTS					
	52	ENVIRONMENTAL CONSULTANT	ENVIRONMENTAL SPECIALISTS/SCIENTISTS					
	53	UNDERGROUND STORAGE TANK REMOVAL/INSTALLATION	DEP CERTIFIED SPECIALISTS (SSE)					
	54	BOILER/STEAM LINES	ENGINEERS					
	55	AIR QUALITY	INDUSTRIAL HYGIENISTS					
	56	LANDFILL CLOSURE	ENVIRONMENTAL ENGINEERS					
	57	LEAD PAINT EVALUATION/INSPECTION	DOH CERTIFIED TECH (DCA FIRM CERTIFIED)					
	58	COMPUTER	PROGRAMMER/OPERATOR					

13. RANK ORDER OF APPLICANT FIRM'S EXPERTISE FOR VARIOUS BUILDING TYPES FROM 1 TO 20 (1=HIGHEST). DO NOT USE ANY NUMBER MORE THAN ONCE. IF APPLICANT FIRM HAS NO EXPERIENCE IN A PARTICULAR BUILDING TYPE, WRITE "NONE".

RANK ORDER	CODE	BUILDING TYPE	RANK ORDER	CODE	BUILDING TYPE
	59	CHILD CARE FACILITIES		69	MEDICAL FACILITIES
	60	RADIO/TV FACILITIES		70	OFFICE FACILITIES
	61	COMPUTER FACILITIES		71	PARKS
	62	CORRECTIONAL FACILITIES		72	RECREATIONAL FACILITIES
	63	DAMS, DIKES, LEVEES		73	RESIDENTIAL
	64	EDUCATIONAL FACILITIES		74	SITE ENGINEERING/ROADWAY/PAVING
	65	LABORATORIES/RESEARCH FACILITIES		75	THEATERS
	66	LIBRARIES MUSEUMS		76	WAREHOUSE/INDUSTRIAL FACILITIES
	67	MAINTENANCE FACILITIES		77	WASTE/WATER TREATMENT FACILITIES
	68	MARINAS, DOCKS, BULKHEADS		78	HISTORIC PRESERVATION

14. (A)PROJECT EXAMPLES - LIST A VARIETY OF PROJECTS COMPLETED OVER THE PAST TEN (10) YEARS. A MINIMUM OF FIVE (5) PROJECTS MUST BE LISTED. IT IS ADVISABLE TO LIST PROJECTS IN ORDER TO SUPPORT THE APPLICANT FIRM'S REQUESTED SPECIALTY/DISCIPLINE.

\* "P" INDICATES SERVICES PERFORMED AS A PRIME CONSULTANT. "S" INDICATES SERVICES PERFORMED AS A SUB-CONSULTANT TO A PRIME. "JV" INDICATES SERVICES PERFORMED AS PART OF A JOINT VENTURE.

SPECIALTY TYPE (CODE NUMBER)	* "P", "S", OR "JV"	PROJECT NAME AND LOCATION	PROJECT OWNER: NAME, ADDRESS, PHONE NUMBER & E-MAIL  PROJECT REPRESENTATIVE: NAME, ADDRESS, PHONE NUMBER & E-MAIL	CONSTRUCTION COST (IN THOUSANDS) & TOTAL SQUARE FOOTAGE &/OR ACREAGE	TOTAL COST OF WORK FOR WHICH FIRM WAS RESPONS-IBLE	YEAR WORK COMP-LETE

SPECIALTY TYPE (CODE NUMBER)	* "P", "S", OR "JV"	PROJECT NAME AND LOCATION	PROJECT OWNER: NAME, ADDRESS, PHONE NUMBER & E-MAIL  PROJECT REPRESENTATIVE: NAME, ADDRESS, PHONE NUMBER & E-MAIL	CONSTRUCTION COST (IN THOUSANDS) & TOTAL SQUARE FOOTAGE &/OR ACREAGE	TOTAL COST OF WORK FOR WHICH FIRM WAS RESPONS- IBLE	YEAR WORK COMP- LETE

14. (B) **TO BE COMPLETED ONLY IF RESPONDING TO A SPECIFIC ADVERTISEMENT.** LIST PROJECT EXAMPLES WHICH BEST ILLUSTRATE THE APPLICANT FIRM'S CURRENT QUALIFICATIONS RELEVANT TO THE ADVERTISED PROJECT OF SIMILAR SIZE AND SCOPE OVER THE PAST TEN (10) YEARS. A MINIMUM OF FIVE (5) PROJECTS MUST BE LISTED.

\* "P" INDICATES SERVICES PERFORMED AS A PRIME CONSULTANT. "S" INDICATES SERVICES PERFORMED AS A SUB-CONSULTANT TO A PRIME. "JV" INDICATES SERVICES PERFORMED AS PART OF A JOINT VENTURE.

SPECIALTY TYPE (CODE NUMBER)	* "P", "S", OR "JV"	PROJECT NAME AND LOCATION	PROJECT OWNER: NAME, ADDRESS, PHONE NUMBER & EMAIL  OWNER'S REPRESENTATIVE: NAME, ADDRESS, PHONE NUMBER & EMAIL	CONSTRUCTION COST (IN THOUSANDS) & TOTAL SQUARE FOOTAGE &/OR ACREAGE	TOTAL COST OF WORK FOR WHICH FIRM WAS RESPONSIBLE	YEAR WORK COMPLETE



SPECIALTY TYPE (CODE NUMBER)	* "P", "S", OR "JV"	PROJECT NAME AND LOCATION	PROJECT OWNER: NAME, ADDRESS, PHONE NUMBER & EMAIL  OWNER'S REPRESENTATIVE: NAME, ADDRESS, PHONE NUMBER & EMAIL	CONSTRUCTION COST (IN THOUSANDS) & TOTAL SQUARE FOOTAGE &/OR ACREAGE	TOTAL COST OF WORK FOR WHICH FIRM WAS RESPONSIBLE	YEAR WORK COMP- LETE

SPECIALTY TYPE (CODE NUMBER)	* "P", "S", OR "JV"	PROJECT NAME AND LOCATION	PROJECT OWNER: NAME, ADDRESS, PHONE NUMBER & EMAIL  OWNER'S REPRESENTATIVE: NAME, ADDRESS, PHONE NUMBER & EMAIL	CONSTRUCTION COST (IN THOUSANDS) & TOTAL SQUARE FOOTAGE &/OR ACREAGE	TOTAL COST OF WORK FOR WHICH FIRM WAS RESPONSIBLE	YEAR WORK COMP- LETE

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					
Year					

16. FINANCIAL STATEMENT INFORMATION:

Audited Financial Statements are preferred for all applicants. Note: Firms that do not have Audited Financial Statements, may submit Reviewed Financial Statements. Small Firms which do not have Audited or Reviewed Financial Statements, may submit Compilations. However, the following information at a minimum is required in each category.

- Audited Financial Statements for last two years including:
  - Auditor's Reports
  - Balance Sheets
  - Statements of Income and Retained Earnings
  - Statement of Cash Flows
  - All footnotes to these statements
- Corporate Annual Report (if applicable)

- Reviewed Financial Statements for last two years including:
  - Balance Sheets
  - Statements of Income and Retained Earnings
  - Statement of Cash Flows
  - All footnotes to these statements

- Compilations for last two years including:
  - Balance Sheets
  - Statements of Income and Retained Earnings
  - Statement of Cash Flows
  - All footnotes to these statements
- Federal Tax Returns

	YES	NO
<p>17. DISCLOSURE:</p> <p>(A) Is the applicant Firm identified in Box 1 of this PSQS owned by another company or Firm? <b>(If yes, please complete a separate disclosure form for the parent company.)</b></p> <p>(B) Within the past 5 years, has the applicant Firm been owned by another company or Firm? <b>(If yes, please complete a separate disclosure form for the parent company.)</b></p> <p>(C) Have any principals listed in this Qualification Statement ever been arrested, charged, indicted or convicted of a crime? <b>(If yes, attach an explanation for each instance.)</b></p> <p>(D) Has any person or entity listed in this Qualification Statement ever been suspended, debarred or otherwise declared ineligible, by any agency of government, from contracting to provide services, labor, material or supplies? <b>(If yes, attach an explanation for each instance.)</b></p> <p>(E) Has any federal, state or local government license, permit or other similar authorization necessary to perform the work applied for herein, and held or applied for by any person or entity listed in this Qualification Statement been suspended or revoked, or is the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <b>(If yes, attach an explanation for each instance.)</b></p> <p>(F) Are there currently any administrative, civil or criminal matters pending in any federal, state or local government jurisdiction in which the applicant Firm or its principals or key personnel are involved? <b>(If yes, attach an explanation for each instance.)</b></p> <p>(G) Has the applicant Firm been denied pre-qualification from any other state or federal entity in the past five years under this name or another? <b>(If yes, attach an explanation for each instance.)</b></p> <p>(H) At present or during the past 5 years, have any of the principals or key personnel of the applicant Firm served as a principal or key personnel or owned 5% or more of any other Firm (including Firms that are inactive or have been dissolved)? <b>(If yes, give name, name of Firm, position held, % owned, remainder owned by, and dates owned.)</b></p> <p>(I) Has the applicant Firm, its affiliate or any of its principals or key personnel been a party to a bankruptcy or re-organization proceeding? <b>(If yes, provide caption, date, docket number, court and county.)</b></p> <p>(J) In the past 5 years, has the applicant Firm, or any of its affiliate Firms: <b>(If yes to any of the following, attach explanation.)</b>  (A) had a contract terminated?  (B) been given a final unsatisfactory performance rating on a specific project?  (C) had liquidated damages assessed against it in connection with a contract?  (D) engaged in any litigation with regard to any contract?</p> <p>(K) Do any of the principals of the applicant Firm have an ownership interest in any other entity which is in the same line of business for which the applicant Firm has submitted its PSQS? <b>(If yes, identify the name, address and federal tax ID number for such entity and the nature of the ownership interest.)</b></p>		

18. INSURANCE: Identify insurance policies currently held by the applicant Firm:  
(For each policy, name the following: policy limits, expiration date, carrier, agent, agent name, address, and phone number.)

GENERAL LIABILITY:

EXCESS LIABILITY:

PROFESSIONAL LIABILITY:

ENVIRONMENTAL LIABILITY:

AUTOMOBILE:

MULTIPLE PERIL:

WORKERS COMPENSATION:

OTHER:

19. Within this space, the applicant Firm may provide any additional information or description of resources supporting the applicant Firm's qualifications, including achievements and awards received during the past 5 years.

20. CERTIFICATION:

This certification must be completed by each current **Principal** of the applicant Firm identified in Box 10. **Certifications must be notarized when signed.**

**A MATERIAL FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS PSQS WILL SUBJECT THE APPLICANT FIRM TO CIVIL AND CRIMINAL PENALTIES AVAILABLE AT LAW.**

I, \_\_\_\_\_ (name) being duly sworn, state that I am \_\_\_\_\_ (title) of \_\_\_\_\_, (Firm name) and that I have read and understand the questions contained in this PSQS and its attachments, if any.

I certify that to the best of my knowledge the information given in response to each question and the attachments is full, complete and truthful.

I acknowledge that the Fort Monmouth Economic Revitalization Authority may, by means it deems appropriate, determine the accuracy and truth of the statements made in this PSQS.

I recognize that all of the information submitted is for the express purpose of inducing the Fort Monmouth Economic Revitalization Authority to evaluate the applicant Firm's qualifications and/or allow the applicant Firm to participate in professional service consultant contracts and that the Fort Monmouth Economic Revitalization Authority will rely on the information submitted in this PSQS.

I agree and warrant that truthfully answering the questions in this PSQS is an event entirely within my control.

I understand and agree that this PSQS and all supporting documentation filed with the Fort Monmouth Economic Revitalization Authority shall become the property of the Fort Monmouth Economic Revitalization Authority and shall be subject to disclosure as a public record.

I understand and agree that this PSQS will be kept on file at the Fort Monmouth Economic Revitalization Authority for a period of 2 years from the date of submittal of a complete PSQS. I understand that the Fort Monmouth Economic Revitalization Authority is under no obligation to contact the applicant Firm upon the expiration of the 2 year period. I acknowledge that a current PSQS must be submitted to the Fort Monmouth Economic Revitalization Authority by the applicant Firm every 2 years.

I authorize the Fort Monmouth Economic Revitalization Authority to contact any entity or person named in this PSQS for purposes of verifying the information supplied by the applicant Firm.

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_,

\_\_\_\_\_  
Name, Title (print or type)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature/Date

**ATTACH AS MANY SHEETS AS NECESSARY**



I BEING DULY SWORN UPON MY OATH, HEREBY REPRESENT AND STATE THAT THE FOREGOING INFORMATION AND ANY ATTACHMENTS THERETO, TO THE BEST OF MY KNOWLEDGE, ARE TRUE AND COMPLETE. I ACKNOWLEDGE THAT THE FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY IS RELYING ON THE INFORMATION CONTAINED HEREIN AND THEREBY ACKNOWLEDGE THAT I AM UNDER A CONTINUING OBLIGATION FROM THE DATE OF THIS CERTIFICATION THROUGH THE COMPLETION OF ANY CONTRACTS WITH THE FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY TO NOTIFY THE FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY IN WRITING OF ANY CHANGES TO THE ANSWERS OR INFORMATION CONTAINED HEREIN. A MATERIAL FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS PSQS WILL SUBJECT THE APPLICANT FIRM AND ME TO CIVIL AND CRIMINAL PENALTIES AVAILABLE AT LAW. I AUTHORIZE THE FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY TO VERIFY ANY ANSWER(S) CONTAINED HEREIN, TO INVESTIGATE MY BACKGROUND AND CREDIT WORTHINESS AND OF THE APPLICANT FIRM AND TO ENLIST THE AID OF THIRD PARTIES IN ITS INVESTIGATIVE PROCESS.

I, BEING DULY AUTHORIZED, CERTIFY THAT THE INFORMATION SUPPLIED IN THIS PSQS, INCLUDING ALL ATTACHMENTS, IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name, Title (print or type)

\_\_\_\_\_  
Notary Public Signature/Date

**Submittal:**

Firms interested in submitting a PSQS to the Fort Monmouth Economic Revitalization Authority should submit one (1) copy via email and/or electronic submittal of the fully completed "Professional Services Qualification Statement" to the following address:

Fort Monmouth Economic Revitalization Authority

P.O. BOX 267

Oceanport, New Jersey 07757

Attn: Regina McGrade

Email address: [rmcgrade@njeda.com](mailto:rmcgrade@njeda.com) (please use this email address if submitting PSQS electronically)

Firms submitting in more than one discipline must include all appropriate supporting documentation for each discipline.

**PLEASE NOTE, IF SUBMITTING IN RESPONSE TO A PUBLIC ADVERTISEMENT, ELECTRONIC SUBMISSION IS NOT ACCEPTABLE. PLEASE CONSULT THE PUBLIC ADVERTISEMENT FOR SPECIFIC SUBMISSION REQUIREMENTS.**

**ATTACHMENT #7**  
**CONFIDENTIALITY AGREEMENT**

## **CONFIDENTIALITY AGREEMENT**

**This Agreement** is made as of the \_\_\_\_ day of \_\_\_\_\_ 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 Surveying 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: \_\_\_\_\_