



## **REQUEST FOR PROPOSALS**

**FOR**

**Financial Advisory Services**

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

Date Issued: October 11, 2019

**Responses due by 12:00 P.M. on November 22, 2019**

## **1.0 PURPOSE AND INTENT**

The Fort Monmouth Economic Revitalization Authority (“FMERA” or the “Authority”), a state authority created pursuant to P.L. 2010, c.10 (N.J.S.A. 52:27I-18 et seq.), is responsible for the comprehensive redevelopment of Fort Monmouth. In furtherance of its mission, FMERA, by means of this Request for Proposals (the “RFP”) is soliciting Technical Proposals and Fee Proposals from qualified firms interested in performing the services described herein as the Financial Advisor to provide Financial Advisory Services. The Fort Monmouth property is currently owned by the Authority and spans two distinct areas, the Charles Wood Area (“CWA”) and the Main Post (“MP”) that will fall within the boundaries of Tinton Falls, Eatontown, and Oceanport Boroughs when transferred. The Authority will select one firm to provide these services.

The Financial Advisor will be engaged for a term of twelve (12) months commencing with the date of appointment. The Authority reserves the right to extend the term of the engagement for up to two (2) additional twelve (12) month periods.

## **2.0 BACKGROUND**

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

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

FMERA acquired the 1,127-acre Fort from the U.S. Army and has begun to implement the Reuse Plan, which will ultimately result in the development of 1,585 new housing units and an estimated 4.8 million square feet of commercial and other non-residential uses, at a total development cost of approximately \$1.5 to \$2 billion. As of year-end 2018, approximately 500,000 sf of new and renovated buildings were occupied, and 1,500 people were employed on the former Fort. Currently, about 75% of the Fort’s acreage is either sold, under contract, or in negotiations. FMERA anticipates completing redevelopment of the entire Fort by 2027.

### **3.0 SCOPE OF SERVICES**

The scope of services is **Attachment #1**.

### **4.0 PROPOSAL SUBMISSION**

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

Bruce Steadman  
Executive Director  
Fort Monmouth Economic Revitalization Authority

**Offers must be received by November 22, 2019, Eastern Standard Time (EST).**

**Proposals must be received by November 22, 2019 at 12:00 P.M., EST. Proposals may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757.**

**Hand delivered proposals must be received at the FMERA Offices located at 502 Brewer Avenue (aka Caren Franzini Way), within the former Fort Monmouth Army Post by November 22, 2019 at 12:00 P.M. EST. Access to the FMERA Staff Office is via County Route 537. Enter the Fort from either Route 35 in Eatontown or Oceanport Avenue in Oceanport.**

**For USPS mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ 07757. All USPS mail deliveries must be received by November 22, 2019 at 12:00 P.M. EST.**

**No faxed or email offers will be accepted. Offers received after the time and date listed above will not be accepted.**

**Proposals will be publicly opened on November 22, 2019 at 12:30 P.M. at the FMERA Offices located at 502 Brewer Avenue (aka Caren Franzini Way), Oceanport, NJ, on the former Fort Monmouth Army Post.**

The Authority reserves the right to hold oral interviews with any or all of the bidders submitting Proposals. The Authority expects to hold oral interviews, if any, on or about the week of December 16, 2019. If held, each bidder being requested to attend oral interviews will be notified by the Authority on or about the week of December 9, 2019.

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

The Authority reserves the right to request additional information if necessary, or to request an interview with bidder(s), or to reject any and all proposals with or without cause, and, in its sole discretion, waive any irregularities or informalities, such as minor elements of non-compliance with regard to the requirements of this RFP, in the Proposals submitted. The Authority further reserves the right to make such investigations

as it deems necessary as to the qualifications of any and all firms submitting proposals. In the event that all Proposals are rejected, the Authority reserves the right to re-solicit proposals.

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

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

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

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

Communications with representatives of the Authority by the bidder or the bidder'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, an oral interview as set forth above in Section 4.0, and as set forth in Section 5.0 below). Communications regarding this RFP in any manner (except as set forth above in Section 4.0 and Section 5.0) will result in the immediate rejection of your firm's Proposal.

## **5.0 QUESTIONS AND ANSWERS**

The Authority will accept questions from firms regarding any aspect of this RFP via e-mail only until 5:00 p.m. Eastern Daylight Time on November 15, 2019. Questions should be directed via e-mail to:

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

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 bidders at the Authority website.

## **6.0 SUBCONTRACTING PROHIBITED**

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

## **7.0 ASSIGNMENT PROHIBITED**

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

## **8.0 SUBSTITUTION OF STAFF**

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

## **9.0 THE PROPOSAL**

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

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

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

- I.** Cover Letter
- II.** References
- III.** Description of Firm's Prior Experience and Qualifications
- IV.** Management Overview and Approach
- V.** Organization Chart
- VI.** Key Team Member List
- VII.** Resumes of Key Team Members
- VIII.** Disclosure of Activities in Iran form (see Section 13.6 of this RFP).

All of the above items must be addressed in the submission in the same order as stated above. Each firm's Technical Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section 14 below. Proposals should be submitted on 8 ½ by 11 inch pages.

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

### **10.1.A Cover Letter**

The bidder must include a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. The bidder must indicate the name and contact information for the individual who will be the senior contact person for the responding firm for this engagement. The bidder must also indicate whether the bidder is operating as an individual proprietorship, partnership, corporation, limited liability company, or a joint venture. The cover letter should also indicate the state of incorporation of the bidder and list all licenses obtained by the firm enabling it to operate.

### **10.1.B References**

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

### **10.1.C Description of Firm's Prior Experience**

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

1. Please provide a description of experience within the past ten (10) years related to:
  - i. Financial Advisory Services provided in the State of New Jersey
  - ii. Financial Advisory Services under contract to State of New Jersey Agencies or Authorities
  - iii. Financial Advisory Services associated with former military installations

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

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

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

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

**The responding firm must designate a lead Team Member who will serve as the primary contact communicator, and advisor for the Authority.**

### **10.1.E Organization Chart**

The organization chart must include all key team members, their labor category and titles for this engagement and the bidder they represent. For the purposes of this engagement, a "key team member" is a

principal, partner or officer of the bidder, or a project executive, project manager, senior principal, studio head or job captain identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

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

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

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

A resume of each key team member must be included.

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

See Section 13.6 of the RFP for instructions on completing this form.

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

The bidder shall provide a completed and signed fee proposal to be submitted in a separately sealed envelope. The bidder should also include a statement of any assumptions or exclusions underlying the bidder's fee proposal. The fee proposal should also include all reimbursable expenses for each task or subtask to be completed as part of this engagement. Please use the Fee Schedule 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 Independent Financial Advisor by the Authority. In addition, the Authority requires that prices remain firm throughout the initial twelve (12)-month term of the contract, and pricing may be adjusted for one or both extension years, based on a percentage price escalator contained in the proposer's fee schedule.

### **12.0 STANDARD TERMS AND CONDITIONS & REQUIRED INSURANCE**

By submitting its Proposal, the bidder 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.

### **13.0 CONFIDENTIALITY AGREEMENT**

The selected bidder will be required to enter into a confidentiality agreement with the Authority, the form of which will be provided to the selected bidder at the conclusion of the selection process. The executed confidentiality agreement must be returned to the Authority prior to the commencement of performance by

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

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

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

Each entity responding to this RFP must be registered with the New Jersey Department of Taxation – Division of Revenue and obtain a “*Business Registration Certificate*” (“*BRC*”), prior to entering into a contract with the Authority. All New Jersey and out-of-State business organizations must obtain a “*BRC*”, prior to conducting business with the Authority. Bidders and any joint venture partners submitting a proposal are strongly encouraged to submit their *BRC(s)* with the proposal. The successful bidder is required to ensure that it, each joint venture partner 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 bidder and / or joint venture partners are unable to provide evidence of possessing a valid *BRC* prior to the award of a contract; the proposal may be deemed materially non-responsive

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

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

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

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

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

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

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

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

**I. Definitions:**

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

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

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

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

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

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

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

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

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

- (6) in the case of a limited liability partnership: the limited liability partnership and any partner;
- (7) in the case of a sole proprietorship: the proprietor; and
- (8) in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

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

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

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

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

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

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

- (a) make or solicit a contribution in violation of the Chapter 51, EO 117 and EO 7;
- (b) knowingly conceal or misrepresent a contribution given or received;
- (c) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (d) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
- (e) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51, EO 117 and EO 7;
- (f) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (g) engage in any exchange of contributions to circumvent the intent of the Chapter 51, EO 117 or EO 7;  
or

(h) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51, EO 117 and EO 7.

### **III. Certification and disclosure requirements:**

(a) The State or the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county political party, or to a legislative leadership or municipal political party, committee during certain specified time periods.

(b) Prior to entering any contract with any Business Entity, the Business Entity proposed as the Advisor under the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. '527 of the Internal Revenue Code that also meets the definition of a continuing political committee within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions for completion and submission to the Authority at the time of submission of a proposal in response to the RFP are available for review on the Purchase Bureau website at:

<https://www.state.nj.us/treasury/purchase/forms.shtml>.

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

(d) The Consultant's failure to submit the required forms will prevent the Authority from entering into a contract with the consultant. The State Treasurer or his designee shall review the Certification and Disclosures submitted by the Consultant pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Consultant, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Consultant violated Chapter 51 or EO 117 the State Treasurer shall disqualify the Consultant from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Consultant from award of such contract.

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

**14.3 Chapter 92.** Pursuant to Public Law 2005, Chapter 92 ("Chapter 92), please identify the location by country where the services will be performed. Pursuant to Chapter 92, all services performed by firms selected pursuant to this RFQ/P shall be performed within the United States of America.

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

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

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

## **15.0 SELECTION PROCESS**

**15.1** All Proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be evaluated by an evaluation committee pursuant to the criteria specified below. The Authority reserves the right to request clarifying information subsequent to submission of the proposals, if necessary.

**15.2** An evaluation committee will review and score each proposal pursuant to the evaluation criteria specified below in Section 15.3 and **Attachment #5**.

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

- (1) Bidder's experience providing Financial Advisory Services in the State of New Jersey;
- (2) Bidder's experience providing Financial Advisory Services for State of New Jersey Agencies and Authorities;
- (3) Bidder's certifications and licenses to provide Financial Advisory Services in the State of New Jersey;
- (4) Bidder's understanding of the Scope of Services and project requirements;
- (5) Bidder's general overview and approach in meeting the requirements of this RFP;
- (6) Bidder's detailed approach and plans to perform the services required by the Scope of Services set forth in this RFP as **Attachment #1**;
- (7) Bidder's experience in successfully arranging financing for projects of a similar scope and size to that required by this RFP;
- (8) Qualifications and experience of the Lead Team Members assembled for projects of similar size, scope and complexity to complete the scope of services as described in this RFP;
- (9) Overall quality of response to RFP; and

- (10) Oral interview, if any, which may provide the Authority with additional information to determine the final technical score.

**15.4** The evaluation will be based upon the information provided to the Authority in response to this RFP and any necessary verification of such information provided thereof.

**15.5** The evaluation committee may be composed of employees of the Authority as well as employees of other governmental agencies. Selection of a winning bidder will be based upon a determination of which proposal is viewed as the most favorable to the Authority, in its sole discretion, considering the criteria listed above, price and other factors considered.

**15.6** Proposals will receive a technical score based on an evaluation of each proposal, except that, at its sole option, the Authority may conduct interviews, and such interviews, when employed, shall determine the final technical score, based on the evaluation criteria.

**15.7** Following the final technical score, Fee Proposals will be opened, ranked, and scored by Authority staff. The Authority reserves the right to negotiate and/or request best and final offers from any or all bidders, as the Authority may deem appropriate in its sole discretion, and to re-rank and re-score the Fee Proposals based on any best and final offers that may be received

**15.8** Following the opening, ranking, and scoring of the Fee Proposals, including any best and final offers, Authority staff will combine the technical score with the Fee Proposal score to determine the final score.

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

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

## **16.0 Award of Contract**

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

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

## **I. Assignment:**

The Financial Advisor shall provide financial planning and related services to the FMERA staff to facilitate identifying, soliciting, and securing a lender, for the purpose of establishing a credit facility that will allow FMERA to borrow sufficient funds with acceptable repayment terms. The borrowed funds will be used to repay existing loans, fund infrastructure, renovation, and demolition projects, and/or used for other necessary expenditures for the successful operation of FMERA's business. The estimated amount of funds to be borrowed is up to \$35 million for a term of up to seven (7) years. FMERA anticipates paying interest on a quarterly or annual basis, with principal payments due upon each property closing. The financing will be secured by a first mortgage on the Fort's Phase Two properties (i.e. the bulk of the Main Post). In addition to conventional financing and bonds, the Financial Advisor should also explore the issuance of debt convertible to equity, solicitation of equity investors, or other innovative financing vehicles. FMERA intends to have the financing in place by October 2020.

## **II. Specific Tasks:**

- a) Identify short-term and long-term financing needs based on the nature of FMERA's business, anticipated/forecasted sales proceeds, and potential impacts in the real estate marketplace that might affect forecasts;
- b) Size and structure the debt, propose creative debt structures designed to minimize FMERA's costs and risks, and perform credit analyses;
- c) Develop a list of potential credit facilities generally available in the financial markets, that could satisfy FMERA's identified needs, and develop a target list of lending institutions that would be able to provide such credit facilities;
- d) Develop a solicitation package designed to attract and introduce to FMERA those lenders identified above and prepare information and any presentation materials needed for lenders, investors and underwriters, including official statements;
- e) Evaluate proposals from lenders submitting responses to the solicitation package;
- f) Make a recommendation to FMERA staff of the best credit facility from the best lending institution, based on the foregoing;
- g) Assist FMERA staff in negotiating the terms of a lending agreement;
- h) Develop such materials, coordinate/attend such meetings, and perform other related tasks to facilitate the foregoing work tasks;
- i) Develop a timeline for completing the necessary work tasks and for delivering the requested results.

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

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

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

“Bidder” means any person or entity submitting a 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.

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

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

### **III. Consultant's Status and Responsibilities:**

- A. Consultant's Status:** The Consultant's status shall be that of an independent consultant and not that of an employee of the State or the Authority.
- B. Consultant's Certification as to its Representations:** The Consultant certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Consultant agrees that the violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for termination of the contract award. In addition, the Consultant's violation of any statute or regulation relating to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Consultant's enforcement of its rights under the Contract including any and all claims at law or equity.
- C. Consultant's Performance:** The Consultant agrees to perform in a good, skillful and timely manner all services set forth in the Contract. The Consultant has an affirmative obligation to promptly notify, in writing, the Authority of any changes in circumstances which might affect the Consultant's ability to be awarded or to perform its obligations under the Contract.
- D. Responsibilities of Consultant:**
1. The Consultant is responsible for the quality, technical accuracy and timely completion and delivery of all services to be furnished by the Consultant under the Contract.
  2. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services furnished under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the Authority of any rights under the Contract or of any cause of action arising out of the Consultant's performance of the Contract.
  3. The acceptance of, approval of or payment for any of the services performed by the Consultant under the Contract shall not constitute a release or waiver of any claim the Corporation has or may have for latent defects or errors or other breaches or warranty or negligence.
  4. The Consultant shall not hire, employ or otherwise engage subcontractors to furnish the performance contemplated by the Contract.

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 bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.

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

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

1. The 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. 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.

**I. 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.

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

**B. Affirmative Action:** During the performance of the Contract, the 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 NJ Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency, through the Division's website, to be completed by the consultant, in accordance with N.J.A.C. 12:27-4.

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

- i. Consultant will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in

- conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;
- ii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
  - iii. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and
  - iv. Consultant agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.
2. 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.
  3. 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.
  4. The Consultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, promulgated by the New Jersey State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
  5. The Consultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
  6. The Consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conform to the principles of job-related testing, as established by applicable Federal law and applicable Federal court decisions.
  7. The Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform

with the applicable employment goals, consistent with the status and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

8. The Consultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

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

**D. Bidders Warranty:** By submitting a proposal in response to the RFP, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the 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 Bidder 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.
3. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder with the bidder’s bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:  
[www.state.nj.us/njbgs/services.html](http://www.state.nj.us/njbgs/services.html).

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

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.

1. 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.

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

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

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

**VIII. Insurance:** The Consultant shall secure and maintain in force for the term of the Contract liability insurance as provided herein. The Consultant shall provide the Authority with current certificates of insurance for all coverages and renewals thereof, naming the Authority as an additional insured and shall

contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to:

Fort Monmouth Economic Revitalization Authority  
Bruce Steadman, Executive Director  
P.O. Box 267  
Oceanport, New Jersey 07757

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

1. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the Authority, the State, its officers, and employees as additional insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
2. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

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

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

Mailing and Overnight Delivery Address:  
Fort Monmouth Economic Revitalization Authority  
P.O. Box 267  
Oceanport, New Jersey 07757

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

**X. 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**

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

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

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts 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, and if I do so, I am subject to criminal prosecution under the law and that 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.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

**Do Not Enter PIN as a Signature**

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

# 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>.



State of New Jersey  
**Department of the Treasury**

**Division of Purchase and Property**

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

**FOR STATE 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
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS "sole officer" after the officer's name.)
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

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

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

**All Officers of a Corporation or PC**

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

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

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

**All Equity partners of a Partnership**

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

**All Equity members of a LLC**

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

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

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

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

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 1/2 years immediately preceding the commencement of negotiations or submission of a proposal to any:

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

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

Municipal Political Party Committee  
Legislative Leadership Committee

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

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

**Part 3: Certification** (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

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		

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

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

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

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

**SECTION C - SIGNATURE AND IDENTIFICATION**

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

**ATTACHMENT #4**

**FEE SCHEDULE**

**FINANCIAL ADVISORY SERVICES**

**FEE SCHEDULE**

<b>Task</b>	<b>Hourly Rate<sup>1</sup></b>	<b>Level of Employee</b>	<b>Estimated Reimbursable Expense Per Meeting</b>

**Bidder's Name:** \_\_\_\_\_

**Bidder's Address:** \_\_\_\_\_

**Bidder's FEIN:** \_\_\_\_\_

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

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

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

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

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

**ATTACHMENT #5**  
**EVALUATION SCORESHEET**

## Financial Advisory Services Scoresheet

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

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

Technical Proposal Requirements	Weight in Points	Points Scored
<b>1. Description of Firm's Experience</b>	<b>60</b>	
<b>a.</b> Bidder's experience providing Financial Advisory Services in the State of New Jersey.	10	
<b>b.</b> Bidder's experience providing Financial Advisory Services for State of New Jersey Agencies and Authorities.	10	
<b>c.</b> Bidder's certifications and licenses to provide Financial Advisory Services in the State of New Jersey.	10	
<b>d.</b> Bidder's general overview and approach in meeting the requirements of this RFP.	10	
<b>e.</b> Bidder's experience in successfully arranging financing for projects of a similar scope and size to that required by this RFP.	10	
<b>f.</b> Quality and completeness of response to the RFP.	10	
<b>SUB-TOTAL</b>		
<b>2. Management Overview and Approach</b>	<b>40</b>	
<b>a.</b> Detailed approach and plans to perform the services required by the Scope of Services.	15	
<b>b.</b> Understanding of the Scope of Services and project requirements	10	
<b>3. Key Team Member List &amp; Resumes</b>		
<b>a.</b> Qualifications and experience of Key Team Members/subconsultants assembled for projects of similar size, scope and complexity to complete the Scope of Services as described in this RFP	15	
<b>SUB-TOTAL</b>	<b>100</b>	
<b>TOTAL TECHNICAL</b>		
<b>FEE SCHEDULE</b>		
<b>TOTAL TECHNICAL &amp; FEE SCHEDULE</b>		