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*Michael J. Fiure, Director, Management & Budget*  
*Jennifer L. Bowens, Purchasing Agent*

**COUNTY OF OCEAN  
ADMINISTRATION BUILDING  
101 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753**

***REQUEST***

***FOR***

***PROPOSAL***

***FOR***

**Joint Base McGuire-Dix-Lakehurst  
Regional Compatible Use Study**

## **REQUEST FOR PROPOSALS**

The Ocean County Board of Commissioners is requesting proposals for the services of a professional planning consulting firm licensed in the State of New Jersey to provide services for the **Joint Base McGuire-Dix-Lakehurst Regional Compatible Use Study**.

The Request for Proposal (RFP) is available on the Ocean County Bid Portal Website (<http://www.co.ocean.nj.us/ocbidportal.nsf>) or by contacting the Ocean County Purchasing Department at 732-929-2101.

Sealed proposals shall be mailed to:

Ocean County Purchasing Department  
Administration Building, Room 224  
101 Hooper Avenue  
Toms River, New Jersey 08753

and must be received prior to **4:00pm**, prevailing time on **Thursday, November 4, 2021**. The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in this notice. Proposals may be hand delivered to the Ocean County Purchasing Department.

By order of the Board of Commissioners of the County of Ocean.

Signed: **GARY QUINN**  
Director

**JENNIFER BOWENS**  
County Purchasing Agent

## **I. INTRODUCTION**

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals for the services of a professional planning consulting firm licensed in the State of New Jersey to produce a **Regional Compatible Use Study for Joint Base McGuire-Dix-Lakehurst** for duration of the project.

The successful vendor(s) must have a minimum of ten years' experience in providing professional planning and consulting services. Experience with Department of Defense is highly preferred.

All questions or inquiries regarding this Request for Proposals must be submitted in writing and directed to Anthony M. Agliata, Planning Director, by fax at (732) 244-8396 or by email at tagliata@co.ocean.nj.us. All responses, addenda, clarifications, or instructions shall be in writing and posted to the County Bid Portal.

### **Schedule**

A *tentative* schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for procurement are:

- September 16, 2021 Release of RFP via Ocean County Bid Portal
- November 4, 2021 Proposals Due
- November 22, 2021 Consultant Interviews, if necessary
- November 30, 2021 Consultant Selection Review Complete
- December 15, 2021 Award of Contract
- January 5, 2021 Execution of Contract with Consultant
- January 6, 2021 Consultant Kick-off
- January 2022 Policy Committee Meeting/  
Technical Advisory Committee Established
- January 2022 Data collection and Public Scoping Meetings
- September 2022 Implementation strategies and community input
- December 2022 Draft plan and comments
- January 2023 Policy Committee Meeting
- March 2023 Final Compatible Use Plan
- May 2023 Technical Advisory Committee/ Implementation  
Workgroup and Policy Committee
- June 2023 Grant Closeout

## **II. Project Description**

Located approximately an hour away by car from New York City and Philadelphia, the 42,000-contiguous acres making up Joint Base McGuire-Dix-Lakehurst (JB MDL) are home to more than 80 mission partners and 40 mission commanders providing a wide range of combat and National Defense capability. The base spans more than 20 miles east to west. It is located within the two largest counties in New Jersey, Ocean and Burlington, and borders 10 municipalities (host communities).

As a result of the 2005 Base Realignment and Closure legislation, installation support functions for New Jersey's Fort Dix and Naval Air Engineering Station Lakehurst were relocated to McGuire Air Force Base. The Vice Chiefs of Staff signed a comprehensive Memorandum of Agreement between the three installations establishing Full Operational Capability as a Joint Base on Oct. 1, 2009. JB MDL is the nation's only tri-service base.

JB MDL is home to many U.S. Department of Defense (DoD) missions including: the 87th Air Base Wing, 99<sup>th</sup> Regional Support Command, the 174<sup>th</sup> Infantry Brigade, the 108<sup>th</sup> Wing, the 305<sup>th</sup> Air Mobility Wing, the 514<sup>th</sup> Air Mobility Wing, the 621<sup>st</sup> Contingency Response Wing, the Army Support Activity-Fort Dix, the Naval Air Systems Command, the Naval Air Warfare Center Aircraft Division, and the United States Air Force Expeditionary Center. Several federal, state and local agencies reside on JB MDL and include the United States Coast Guard Atlantic Strike Team, the New Jersey National Guard, the Department of Homeland Security, the Department of Justice, the Department of Veterans Affairs and the Department of Agriculture.

More than 44,000 Airmen, Soldiers, Sailors, Marines, Coast Guardsmen, civilians and their family members living and working on and around JB MDL contribute to the economic impact for the state of New Jersey. The joint base is the second largest employer in New Jersey - the only other entity employing more than JB MDL is the State of New Jersey itself. Service members and their family members living and working on and around JB MDL contribute to an overall economic impact of more than \$6.9 billion to the State of New Jersey (2019).

A Joint Land Use Study (JLUS) for JB MDL was completed in April 2009, through the joint effort of Ocean and Burlington Counties, and other stakeholders. The purpose of the JLUS was to mitigate encroachment by identifying appropriate locations for conservation, development, and redevelopment in surrounding municipalities consistent with existing base operations and associated noise contours. The JLUS also served to improve coordination and communication between the municipalities, counties, state agencies and base leadership. The participating entities agreed upon a number of implementation recommendations in order to better mitigate the current and future threats.

A new JLUS, now referred to as a Compatible Use Study ("the study"), will address the previous JLUS implementation actions to review past accomplishments, further ongoing implementation efforts, and respond to new land (training and range) and air use challenges presented within the last decade. The study will culminate with a Compatible Use Plan (CUP) and will reaffirm the partnership between the base and surrounding municipalities and encourage further cooperation.

The CUP will provide a framework for any future planning associated with the base, including land use planning, hazard mitigation, communication, and infrastructure investments. The CUP will result in a

better understanding of the issues facing JB MDL and surrounding communities, and a means to effectively and efficiently go about solving them.

As a net energy importer, the State of New Jersey (and as such the Installation as well as Burlington and Ocean Counties) are heavily reliant on the importation of electricity and natural gas. The CUP will assess resiliency opportunities to minimize the potential for energy interruptions and mitigate their impact.

The CUP will identify implementation actions that are agreed upon and prioritized by the base and surrounding communities. These actions will be prioritized during the planning process and accompanied with an assigned level of concern and an approximate completion date. This process provides immediate action on those issues prioritized by stakeholders as well as a tool for ongoing support and progress evaluation.

This project is essential in order to ensure the continuity of critical missions at JB MDL. Any loss of mission or organizational adjustment would impact the host communities and the entire region. This project will result in strategic community investment in the base.

The CUP will affirm that JB MDL and its surrounding municipalities can grow in a sustainable manner benefitting the health, safety and welfare of their communities.

#### Administration:

As the sponsor, Ocean County will retain the consultant, administer the grant, and oversee progress on the project. Ocean County will maintain close communication with its partner, Burlington County, and the other participants to assist in the development and implementation of the CUP. The lead agency for the project is the Ocean County Department of Planning. Participation will also include relevant statewide planning and permitting agencies such as the Pinelands Commission and the NJ Office of Planning Advocacy.

Community cooperation is essential during the entire process. As the residents and local leaders are key stakeholders in the execution of the plan, several public meetings will be held in order to gather recommendations, perspectives, and possible solutions from the surrounding communities.

#### Organizational Structure:

A Policy Committee has been established to oversee the study. This Committee is comprised of military representation from JB MDL, and elected officials from Ocean County, Burlington County, Lakehurst Borough, Manchester Township, Jackson Township, Plumsted Township, New Hanover Township, North Hanover Township, Pemberton Borough, Pemberton Township, Springfield Township, and Wrightstown Borough.

The Policy Committee also includes senior representatives from New Jersey's applicable regional organizations, including the Pinelands Commission, and the NJ Office of Planning Advocacy.

A Technical Advisory Committee (TAC) will be formed and will meet as necessary to work with the professional consultant. The TAC will address issues that might arise, provide feedback to the selected consultant and Policy Committee members, and assist in the implementation of the CUP.

Funding:

The selected Consultant will be funded through a Military Installation Sustainability Program grant made available by the US Department of Defense Office of Local Defense Community Cooperation (DoD). The DoD will provide 90 percent of the study cost. The County of Ocean will provide the remaining ten percent in the form of a cash match. The estimated cost of the study will be no more than \$500,000.

### **III. PROPOSAL**

The firm should demonstrate relevant experience with similar studies, including development of other Compatible Use Plans or Joint Land Use Studies. The firm should also describe knowledge and experience with military initiatives, including the Defense Community Infrastructure Program and the Readiness and Environmental Protection Integration Program.

The firm should also document knowledge and experience with the changing regulatory environment in New Jersey. Specifically, proposers should describe their knowledge with any of the following New Jersey programs:

- State Development and Redevelopment Plan
- Municipal Land Use Law
- County Planning Act
- Pinelands Comprehensive Management Plan
- Regulatory programs of the Department of Environmental Protection
- Transfer of Development Rights Program
- Farmland Preservation Program; and
- Land acquisition and preservation programs

Firms will provide resumes of staff dedicated to this project with relevant experience and professional licenses. An organization chart, project history, and the workload of the assigned staff must be included. In particular, this RFP is looking for direct involvement of senior/management level professionals with 15+ years of relevant experience.

Firms may submit joint proposals to maximize experience and qualifications. If the submitting firm intends to partner or subcontract work with another firm, the proposal must include a description of that firm's experience and qualifications for this RFP.

The firm should provide a proposed timeline that indicates key tasks and milestones, and a cost proposal with budget estimates for each task.

The County reserves the right to disqualify submitters based on experience and/or references. Those submitting proposals must be prepared to present the County with suitable evidence of financial standing upon request.

#### **IV. SCOPE OF WORK**

The selected Consultant's responsibilities shall include, but not be limited to, the following:

##### **1. Project Management**

- a. Administration and Management
  - i. Provide administrative support to the study Policy Committee and Technical Committee.
  - ii. Coordinate and attend all meetings with the Policy and Technical Committees to approve and carry out the Work Program. Anticipate up to 4 Policy Committee Meetings and up to 6 Technical Advisory Committee meetings.
  - iii. Attend all study-related public and stakeholder meetings.
  - iv. In conjunction with the Committees, schedule meetings as required to meet study objectives
  - v. Coordination with Ocean County staff for completion of grant reporting and closeout.
- b. Public Outreach
  - i. Create a community involvement program in accordance with the Regional Compatible Use Study Scope of Work that may include press releases, public notices, public meetings, workshops, brochures, etc.
  - ii. Compile contacts and create an updated Communication Coordination Manual that can be routinely updated after the completion of the study.

##### **2. Data Collection, Review, and Mapping**

- a. Interview local government officials, staff, and JB MDL partners to understand current and future compatibilities and conflicts associated with JB MDL.
- b. Interview JB MDL representatives to identify current training and mission activities and objectives, as well as future anticipated activities and strategic objectives.
- c. Review and evaluate building codes, zoning ordinances, subdivision regulations and other municipal, State, and Federal regulations in effect for the study area that control or reduce potential conflicts between land uses, air uses, and installation operations.
- d. Identify any public infrastructure or community facility improvements currently proposed within the study area, including energy infrastructure and resiliency, and natural gas. Consultant will review and integrate JB MDL's Energy Assurance Master Plan (2020) and Installation Energy Plan (anticipated 2021) into this task.
- e. Identify potential natural and man-made hazards that could affect the installation and its host communities, and evaluate current mitigation efforts. Review each county's Hazard Mitigation Plan.

- f. Produce GIS mapping as necessary to assist in the evaluation of the study related issues. Various data sets should be integrated and analyzed, including land use, zoning, environmental constraints, development approvals since 2009, build-out projections, important habitat and other information as pertinent from recent regional planning studies. Some of the data sets may be available in electronic form from the study partners.
3. **Analysis of Current Land Use and Air Facility Conflicts**
    - a. Identify existing land uses and approved land use developments located within the current Air Installation Compatible Use Zones (AICUZ), noise contours, and potential air hazard zones.
    - b. Analyze impacts of current and future base operations, including firing ranges, electromagnetic radiation, radio frequency interference, and AICUZ, noise, and potential air hazard zone impacts.
    - c. Evaluate impacts of past and present JB MDL mission operations.
    - d. Evaluate standard operating procedures for the base and analyze how they impact the surrounding community and what, if anything, may be done to limit these impacts.
    - e. Evaluate airspace conflicts such as noise interference, vertical obstructions, unmanned aerial vehicles, and surrounding private airspace users, in order to ensure airspace is compatible with the training and operations of JB MDL.
  4. **Analysis of Future Development Potential and Assessment of Future Land Use Conflicts**
    - a. Identify and evaluate JB MDL plans, identify growth objectives and review the impact of growth objectives on air traffic patterns and volumes.
    - b. Identify and evaluate the base's capacity for future mission operations possibilities.
    - c. Evaluate current and future growth based on existing zoning in the study area. This will include analysis of development pressures and population growth patterns in the study area.
    - d. Develop land use compatibility maps and integrate JB MDL adopted AICUZ noise and potential air hazard zones highlighting existing and future potential land use conflicts.
    - e. Identify existing incompatible land uses and future potential land or air and ground use conflicts considering past, present and future possible mission scenarios at JB MDL.
    - f. Incorporate analysis of economic impacts of study recommendations including compatible development opportunities within Ocean and Burlington Counties.
    - g. Identify implementation strategy to minimize the potential for energy interruptions.
    - h. Develop a preferred future compatible land use scenario that will maximize future mission operation possibilities at JB MDL.
  5. **Development of Land Use Compatibility Recommendations**
    - a. Identify and recommend changes needed to existing codes, ordinances and regulations that will reduce potential conflicts between the preferred future compatible land use scenario and those JB MDL operations that reflect maximized future mission operations possibilities.



- b. Identify and recommend changes needed to existing land use plans and zoning documents.
- c. Identify opportunities for local development review coordination with the Military Aviation and Installation Assurance Siting Clearinghouse.
- d. Develop recommended mitigation measures to address potential negative impacts on existing landowners.
- e. Develop recommended improvement measures to address intergovernmental communication, as well as continuing communication between base officials, local government and citizens.

## **6. Development of Installation Resiliency Recommendations**

- a. Energy
  - i. Assess and make recommendations for energy resiliency including capacity issues and hardening of infrastructure.
  - ii. Assess current reliability of Electrical and Natural Gas Supplies to the host communities and JBMDL.
  - iii. Determine opportunities for investment in energy infrastructure to increase reliability and resiliency.
  - iv. Determine funding and partnering (Federal, State, County, and utility provider) opportunities to support Energy Assurance Master Plan goals.
- b. Natural Hazards
  - i. Assess wildfire hazard and recommendations for mitigation.
  - ii. Assess climate and sea level impacts to JBMDL and host communities with recommendations.
  - iii. Assess risk communication and develop recommendations for JBMDL and host communities.
- c. Cybersecurity and Terrorism
  - i. Assess infrastructure for advanced telecommunications and make recommendations for investments.
  - ii. Determine and make recommendations for investments to enhance the security, resiliency, and reliability of cybersecurity and communications infrastructure.

## **7. Report Preparation**

- a. Present findings and alternative recommendations at a public meeting.
- b. Evaluate public and community input and present final recommendations to the Policy and Technical Committees for review and approval.
- c. Submit a final draft report to the Policy and Technical Committees.
- d. Prepare a presentation of the final report, including recommendations and implementation actions, to the Policy Committee, the Counties of Ocean and Burlington, JB MDL, and the Ocean County Board of Commissioners.
- e. Finalize the report.

## **8. Ongoing Support**

- a. Organize the Joint Base McGuire-Dix-Lakehurst CUP Steering Committee to help implement study recommendations.

- b. Develop a method for ongoing monitoring and measurement of the implementation items contained in the study recommendations.
- c. Promote the establishment of a new Memorandum of Understanding with a framework for the stakeholders to continue meeting and working towards implementation actions.

**9. Deliverables:**

- Fifty hardcopies of the final report.
- One hundred USB drives including:
  - the final Joint Base McGuire-Dix-Lakehurst Regional Compatible Use Study compiled as a PDF.
  - the final Communication Coordination Manual compiled as a PDF.
- Three USB drives containing:
  - All study data, including GIS files.
  - A copy of supporting files for the Plan.
  - A Microsoft Office editable file version of the Communication Coordination Manual.
- All of the above electronic files shall also be uploaded to the DoD SAFE (Secure Access File Exchange).

**V. SELECTION CRITERIA**

The Director of Planning shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

- 30% Responsiveness and Understanding**
- 40% Experience and Qualifications**
- 20% Viability of Approach**
- 10% Cost**

***Responsiveness to and Understanding of the Request for Proposals***

- Demonstrated a thorough understanding of the purpose and scope of the study
- Identification of pertinent issues and potential problems related to the study
- Technical quality of the proposal
- Completeness of proposal in response to tasks and purpose of the study
- Use of local manpower and resources
- Sensitivity to public concerns and interest

***Experience and Qualifications:***

- Individuals assigned to the project have knowledge and experience with similar projects, with military initiatives, and state and local programs, policies, and plans.
- Individuals assigned to the project have necessary technical expertise and experience (i.e. GIS mapping, data collection, land use analysis, etc.)
- Resumes are complete and demonstrate backgrounds that would be desirable for individuals engaged in the realization of a Compatible Use Study.

- Proposer confirms the direct involvement of senior/management level professionals with 15+ years of relevant experience.
- Proposer demonstrated experience in successfully completing similar projects (i.e. Compatible Use Plans or Joint Land Use Studies) in a timely manner.
- Proposer provided letters of reference from previous clients.

***Viability of Approach:***

- Detailed and logical approach to tasks required to complete the study
- Study tasks and scope of work detailed within schedule
- Manpower distribution

**Cost:** Once the list of Proposers has been rated on the above scoring system, the cost proposals for the highest scoring vendors will be evaluated. The lowest cost proposal (total fee for all basic services) will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set forth below:

$$\frac{(\text{lowest cost proposal}) \times (\text{max points})}{(\text{amount of proposal being rated})} = \text{points awarded}$$

**All proposals will be reviewed for responsiveness and completeness.**

The County may elect to conduct interviews with the top three (3) highest ranked eligible proposers based upon initial review of all proposals. The purpose of the interview will be to clarify and assure proposers' full understanding of, and responsiveness to, the solicitation requirements. Proposers reasonably eligible for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and before award of the contract for the purpose of obtaining best and final offers. In conducting these interviews, the County may not disclose information derived from proposals submitted by competing proposers. Interviews will be tentatively scheduled for November 22, 2021.

**VI. PROPOSAL SUBMISSION REQUIREMENTS**

Sealed proposals will be received by the County Administrator's Office located at:

Ocean County Administration Building  
 101 Hooper Avenue  
 Room 335  
 Toms River, New Jersey 08753

at which time said proposals will be recorded.

All proposals must be enclosed in two (2) sealed envelopes. One envelope shall contain one (1) original and five (5) copies of the cost proposal along with a digital copy in PDF format on a flash drive. The other envelope shall contain one (1) original and fives (5) copies of the technical proposal along with a digital copy in PDF format on a flash drive. Each envelope should be **properly labeled** with the **name**

**and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelope.** All proposals should be stapled or clipped in the upper left corner.

All proposals must arrive at the Ocean County Administrator's Office **no later than 4:00pm on November 4, 2021.**

The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in the Request for Proposals.

Proposers shall complete and sign all procedural documents included with the RFP documents (failure to do so **may be** cause for rejection):

- Non-Collusion Certification
- Affirmative Action Statement
- Signature Page
- Statement of Ownership (Chapter 33 of the Laws of 1977)
- Disclosure of Investment Activities in Iran
- Acknowledgement of Receipt of Addenda (if issued)
- Any other documents that may be required within the specifications

Person authorized to do so must sign each proposal in ink or ballpoint pen. **All original forms submitted must be original ink signature,** no photocopies or digital signatures will be accepted.

All documents should be from this proposal and **must not be dated or executed prior to the date of advertising.** Failure to follow these instructions may be cause for rejection.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

**Indemnity Clause** - The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

### Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

### Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

### Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

### Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested).

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

The County of Ocean is exempt from any State sales tax or Federal excise tax.

“All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.”

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement

Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**Certification of Non-Involvement in Prohibited Activities in Iran.** Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

**Transitional Period** (excluding Professional Contracts) – In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one month, at the County's request.

**New Jersey Business Registration Requirements.** Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall 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, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

**NON - COLLUSION CERTIFICATION**

STATE OF NEW JERSEY :

: ss

COUNTY OF :

I, \_\_\_\_\_ of the City of  
in the County of \_\_\_\_\_  
and the State of \_\_\_\_\_, of full age, being duly sworn  
according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of  
\_\_\_\_\_, the vendor  
making the Proposal for the above-named Project, and that I executed the said Proposal with  
full authority so to do; that said vendor has not, directly or indirectly, entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive  
procurement in connection with the above-named Project; and that all statements contained in said  
Proposal and in this certification are true and correct, and made with full knowledge that the  
County of Ocean relies upon the truth of the statements contained in said Proposal and in the  
statements contained in this certification in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to  
solicit or secure such 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 \_\_\_\_\_.  
(N.J.S.A. 52:34-15). (Name of Contractor)

\_\_\_\_\_  
(Also type or print name of certifier under signature)



(REVISED 4/10)

**EXHIBIT A**

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or

sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**NOTICE TO ALL CONTRACTORS  
AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)**

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other \_\_\_\_\_

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
  - (a) An existing federally approved or sanctioned affirmative action program.
  - (b) A New Jersey Certificate of Employee Information Report Approval.
  - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employees Information Report (Form AA302). This forms will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

- (a) If yes, please submit a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

Yes \_\_\_\_\_ No \_\_\_\_\_

- (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L.1975, C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L.1975, C. 127 (N.J.A.C. 17:27-1 et seq.)

## ***AMERICANS WITH DISABILITIES ACT***

### **Equal Opportunity For Individuals With Disabilities**

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**SIGNATURE PAGE**

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership

The undersigned is a Corporation under the law of the State

Individual

of \_\_\_\_\_, having principal offices

at \_\_\_\_\_.

\_\_\_\_\_  
NAME OF COMPANY, CORPORATION OR INDIVIDUAL  
- PLEASE PRINT -

**SIGNED BY:** \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND OFFICIAL TITLE

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
INCLUDE ZIP CODE

**TELEPHONE:** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**FEDERAL IDENTIFICATION NO.** \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**PART I - Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership             Limited Partnership             Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**PART II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**PART IV 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/proposer; that the County of Ocean 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 County of Ocean to notify the County of Ocean 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, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print):</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

## PART 1: CERTIFICATION

**PROPOSERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE FORM NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a 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>. Proposers **must** review this list prior to completing the below certification. 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 proposer listed below nor any of the proposer'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 below, or I am an officer or representative of the entity listed below 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 proposer 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 prohibit execution of the contract and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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## **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 person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES,  
PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.**

Name _____	Relationship to Proposer _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Proposer Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Proposer: \_\_\_\_\_

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

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



## RFP DOCUMENT CHECKLIST

**RFP Title:** Joint Base McGuire-Dix-Lakehurst Regional Compatible Use Study

**Item Submitted  
(Proposer's  
Initials)**



**A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS  
MANDATORY CAUSE FOR REJECTION OF PROPOSAL.**

<u>X</u>	Statement of Ownership (Chapter 33 of the Laws of 1977)	_____
<u>X</u>	Acknowledgment of Receipt of Addenda or Revisions (if issued)	_____
<u>X</u>	Cost Proposal with Task Breakdown in a Separate, Signed, and Sealed Envelope	_____
<u>X</u>	Description of Proposer's Experience and Qualifications in Regards to the Project	_____

**B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS  
MAY BE CAUSE FOR REJECTION OF PROPOSAL.**

<u>X</u>	Non-Collusion Certification	_____
<u>X</u>	Affirmative Action Questionnaire	_____
<u>X</u>	Signature Page	_____
<u>X</u>	Copies of Each Insurance Certificate	_____
<u>X</u>	References from Previous Clients of Similar Projects	_____
<u>X</u>	Resumes for Staff Assigned to Work on the Project	_____

**C. DOCUMENTS REQUESTED TO BE INCLUDED WITH PROPOSAL.**

<u>X</u>	Disclosure of Investment Activities in Iran	_____
<u>X</u>	Copy of Proposer's New Jersey Business Registration Certificate	_____

**PRINT NAME OF PROPOSER:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE  
INDICATED AND RETURNED WITH ALL DOCUMENTS.**

**ADDENDUM ACKNOWLEDGEMENT**

**COUNTY OF OCEAN**

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ACKNOWLEDGMENT**

**PROJECT ENTITLED:** \_\_\_\_\_

Acknowledgment is hereby made of the receipt of Addendum No. \_\_\_\_\_ containing information for the above referenced project.

**PROPOSER:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NOTE:**

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL RESPONSE. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.