

REGIONAL CENTER PARTNERSHIP of SOMERSET COUNTY, INC.

PO Box 3000 – 20 Grove Street
Somerset County Administration Building
Somerville, NJ 08876-1262



PHONE: (908) 231-7021

Fax: (908) 707-1749

NOTICE OF RFP Exempt Services

The Regional Center Partnership of Somerset County, Inc., is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Secretary of the Regional Center Partnership on **Wednesday October 21, 2015 at 2:00 P.M.** in the offices of the Somerset County Planning Board, County Administration Building, 20 Grove St., 2nd Floor, Somerville, New Jersey 08876 at which time and place responses will be opened for:

PRINCIPLE MARKETING SERVICES -YEAR 2016 CONTRACT #: RCP-XS-0002-16

Specifications and instructions may be obtained from the Regional Center Partnership at the office of the Somerset County Planning Board (908-231-7021) or on the Regional Center Partnership's website: <http://www.regionalcenterpartnership.org/> under the heading "Request for Proposals" and Somerset County website www.co.somerset.nj.us/notice.html, homepage upper right button "Bids/RFP's."* We are storing all responses electronically; therefore submit all pages of the response on a CD in addition to the printed copies.

* Any RFP Addenda will be issued on the Regional Center Partnership and Somerset County Websites. Therefore, all interested respondents should check the websites from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Notice: Results of all RFP's will be posted on the Regional Center Partnership's website at www.regionalcenterpartnership.org under the heading "Request for Proposals"

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.)

Karen McGee, QPA

Date Posted to Web: September 22, 2015

REV SEPT/2014

1. Introduction

The Somerset Regional Center is a 12+ square mile region in central Somerset County, New Jersey and encompasses all of Raritan and Somerville Boroughs and adjacent portions of Bridgewater Township including the Bridgewater Commons Mall, portions of Route 22 and 202 corridors and the Chimney Rock Road Area. More information concerning the history of the Regional Center may be found by visiting the Regional Center Partnership's website at www.regionalcenterpartnership.org.

The Regional Center Partnership is seeking proposals from eligible firm(s) to provide **principle marketing services** to increase the level of awareness of the Regional Center by those who live or work within the Somerset Regional Center.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Somerset-Regional Center Partnership, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

- | | |
|--|-----------------------------|
| 1. Release of RFP: | September 22, 2015 |
| • www.regionalcenterpartnership.org under the heading "Request for Proposals" | |
| • www.co.somerset.nj.us/notice.html | |
| 2. Questions Due Date: | October 6, 2015 at 2:00 PM |
| 3. Proposal Due Date: | October 21, 2015 at 2:00 PM |
| 4. Evaluation Completed: | October 29, 2015 |
| 5. Regional Center Partnership of Somerset County Action: | November 12, 2015 |
| 6. Contract Execution: | November 18, 2015 |
| 7. Project Initiation: | January 25, 2016 |
| 8. Project Completion: | January 18, 2017 |

2.2 Proposal Submission Information

Submission Date and Time:
October 21, 2015 at 2:00 P.M.

Responding firms shall submit one (1) original plus seven (7) complete copies **plus one (1) electronic version of the complete proposal on CD ROM saved as an Adobe pdf.**

Submission Office:

Secretary, Regional Center Partnership of Somerset County
c/o Somerset County Planning Board - 2nd Floor

Somerset County Administration Building
20 Grove Street, Somerville, NJ 08876-1262

Attention: Regional Center Partnership of Somerset County
James Ruggieri, Principal Community Planner

Clearly mark the submittal package with the ***title of this RFP*** and the name of the responding firm, addressed to the Regional Center Partnership of Somerset County. The original proposal shall be marked to distinguish it from the seven (7) copies.

Only those RFP responses received prior to or on the submission date will be considered. **Proposals received after the deadline will not be accepted or considered under any circumstances.** Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Entity Information

Regional Center Partnership of Somerset County, Inc.
c/o Somerset County Planning Board
County Administration Building
20 Grove Street, 2ND Floor, P.O. Box 3000
Somerville, NJ 08876-1262
PHONE-(908) 231-7021
FAX – (908) 707-1749

2.4 Regional Center Partnership of Somerset County Representative for this Solicitation

James Ruggieri, Principal Community Planner
Somerset County Planning Division
County Administration Building
20 Grove Street, 2ND Floor, P.O. Box 3000
Somerville, NJ 08876-1262
Voice: (908) 231-7021
Fax: (908) 707-1749
Email: ruggieri@co.somerset.nj.us

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to the website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the

contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the County a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through

the NJ Division of Local Government Services at the following link:

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

2.8.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the County nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Contractor.

2.8.9 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

A. Insurance Requirements:

Worker’s Compensation and Employer’s Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the contractor covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer’s Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any

one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the contractor.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey.

The contractor shall provide the County with a Certificate of Insurance naming the County as additionally insured, evidencing the existence of required insurance prior to the commission of work. Said insurance must include coverage for complete operations, contractual insurance and independent contractor or subcontractor insurance, where and if applicable.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

Somerset County will not accept Mutual Limitation of Liability terms.

C. Indemnification

Successful respondent shall indemnify and hold harmless the owner from all claims, suits or actions and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

2.8.10 Proof of Licensure

Proof of licensure for providing services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

2.8.11 Disclosure of Investment Activities in Iran

Pursuant to P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

2.9 Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the owner opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the owner may solicit the goods and/or services from any bidder on this contract.

2.10 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.11 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.12 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.13 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.15 Force Majeure

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

2.16 The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

2.17 The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

2.18 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.19 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made on presentation of owner's voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.20 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

2.21 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose

the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

2.22 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

2.23 Source of Specifications/RFP Packages

Official County Request for Proposal (RFP) packages for routine goods and services are available from www.co.somerset.nj.us at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The County is not responsible for third party supplied RFP documents.

2.24 Altering Official Document

Respondents shall not write in any margins or alter the official content of Somerset County RFP document.

3. Scope of Work (SOW)

Major tasks are as follows:

Implementation of marketing services for the Regional Center Partnership consisting of specific public relations and outreach efforts.

Part 1: Minimum requirements

The following are the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above and shall have and/or possess:

- Experience in public relations and outreach efforts, and the preparation of marketing campaigns for non-profit organizations and/or public/governmental entities (municipal, county, state or boards or instrumentalities of the County and the State)
- Experience in operating audio-visual equipment for use in public presentations
- Experience in creating and maintaining social media accounts
- Provide staff to include Project managers or team leaders to separately staff the projects and work tasks

Respondents shall provide individual or corporate resumes or portfolios as a response to this request for minimum qualifications.

Part 2: Fee proposal for marketing consulting services for the Regional Center Partnership of Somerset County

Respondents shall provide fees for each specific item listed below as well as hourly or per diem fees for other services or types of activities.

Scope of Work, Tasks 1-12, and total consultant costs shall not exceed the amount of **\$17,000**.

Drafts of all marketing messages, newsletters, press releases, flyers, text for updating website, advertisements and other public outreach material shall be submitted to the Regional Center Partnership c/o the Somerset County Planning Division for review and editorial corrections before they become final products. The firm retained to perform the following tasks and services shall correct any errors of said documents as identified by the Regional Center Partnership.

Task 1: Annual Achievements Report By April 1, 2016 prepare an 8 ½” x 11” Annual Achievements Report consisting of approximately 12-15 pages summarizing the Regional Center Partnership’s accomplishments and major initiatives during the past year for all subject matters. The annual report shall contain the list of officers, and other relevant information as deemed necessary by the Regional Center Partnership (RCP). RCP will not provide a copy but will provide background information for the content of the Annual Report. If the RCP desires to include photography in the annual report, RCP may provide some of the photography but original photographs may still need to be taken as deemed appropriate by RCP. RCP will provide factual information for any graphs or charts to be included in the annual report. RCP will handle all printing and will be responsible for distribution costs. The consultant shall submit drafts of the annual report to RCP and make any revisions and corrections. For the initial draft of the report the consultant shall identify the sources including where in the source used for the content information of the annual report; e.g., “Spring 2014 Newsletter, page 2.” There is no template in place. Sample Regional Center Annual Reports can be found on the Regional Center Partnership’s website www.regionalcenterpartnership.org under “Publications.” The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social media and for posting on Regional Center Partnership’s website and other websites. The annual report shall be formatted to allow Regional Center Partnership to make any corrections or updates as needed. The annual report shall also be submitted to Regional Center Partnership in .pdf format to allow for electronic distribution via email.

Task 2: Newspaper advertisements - Prepare up to four (4) advertisements for *Courier News* and *Messenger –Gazette* newspapers focusing on the Regional Center Partnership. The advertisements shall be approximately 3-4 months apart during the year. The ads are to be part of a public awareness campaign as well as to promote special events. Drafts of each advertisement must first be reviewed by RCP; the consultant shall make any corrections or revisions as identified by RCP to the draft advertisement before the ad is submitted to the newspapers.

Task 3: Newsletters - Develop up to three (3) two-page 4-sided 8.5” x 11” newsletters to be released to the public in intervals of approximately four months featuring current initiatives and newsworthy articles relevant to the Regional Center similar in presentation as found in past newsletters (see www.regionalcenterpartnership.org under “Publications”). The RCP will not provide a copy but will provide background information for the text (meeting packets, meeting minutes, etc.). There is no template in place. The consultant will need to provide original photography. The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social media and for posting on Regional Center Partnership’s website and other websites. The newsletter shall be formatted to allow Regional Center Partnership to make any corrections or updates as needed. The newsletters shall also be submitted to RCP in .pdf format to allow for electronic distribution via email.

Task 4: Press releases - Prepare up to nine (9) press releases focusing on major events, initiatives, program announcements and related items of significance pertaining to the Regional Center. The consultant shall be responsible for distribution of the press releases. The RCP will assist in development of the distribution. Drafts of each press release must first be reviewed by RCP; the consultant shall make any corrections or revisions as identified by RCP before the press release is released.

Task 5: Website maintenance - Provide regular RCP website maintenance at least monthly, including updating information featured on the website as deemed necessary by RCP; the average number of changes is 3-5 changes but varies.

Task 6: Website updates - Provide up to four (4) quarterly updates to RCP’s website. These updates generally include but are not necessarily limited to posting adopted meeting minutes and meeting packet information every two (2) months, adding other new content to 2-3 subpages and revising existing content as necessary. The

website was designed in HTML and programmed in Dreamweaver; there is no content-management system for the website.

Within 15 days of the Project Initiation date indicated in Section 2.1 of this RFP, the consultant shall supply the Regional Center Partnership with the appropriate website access information that Regional Center Partnership will need that will allow Regional Center Partnership to have the ability to electronically post information directly onto Regional Center Partnership's website, on any page of said website, as deemed necessary by the Regional Center Partnership.

Task 7: Update the Business and Employment Opportunities in the Regional Center brochure

In 2010 RCP published a two-page 4-sided 8.5" x 11" brochure entitled *Business and Employment Opportunities in the Regional Center* which contains a comprehensive description of the various business and employment opportunities in the Regional Center that is oriented towards the business community countywide, and highlighting the benefits of being located within the Regional Center. Information in the brochure needs to be updated to reflect current opportunities, services and initiatives including but not limited to the [Somerset County Comprehensive Economic Development Strategy](#) (CEDS), [Supporting Priority Growth Investment in Somerset County](#) and the [Amazing Things Are Happening in the Regional Center](#) marketing toolkit. RCP in coordination with the Somerset County Business Partnership will provide much of the updated information to replace the outdated text but will also expect the consultant to provide to the extent possible any additional information to help make the brochure as accurate and current as possible. RCP will also provide input to ensure the text and images shown in the brochure are consistent with Somerset County's and Regional Center Partnership's marketing theme. The consultant may need to provide original photography to replace or supplement the images currently depicted in the 2010 brochure. The consultant will prepare a two-page 4-sided 8.5" x 11" draft version of the updated brochure for review and editing by RCP; the consultant shall make any editorial changes as deemed necessary by RCP. The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social media and for posting on Regional Center Partnership's website and other websites. The updated brochure shall be formatted to allow Regional Center Partnership to make any corrections or updates as needed. The updated brochure shall also be submitted to RCP in .pdf format to allow for electronic distribution via email. There is no template in place. The 2010 *Business and Employment Opportunities in the Regional Center* brochure may be viewed on-line at www.regionalcenterpartnership.org under Publications.

Task 8: Update the Recreation & Fitness Opportunities in the Regional Center brochure

In 2010 RCP published a two-page 4-sided 8.5" x 11" brochure entitled *Recreation & Fitness Opportunities in the Regional Center* which contains a comprehensive description of the recreational, physical fitness and wellness opportunities available to residents and visitors in the Regional Center. Information in the brochure needs to be updated to reflect current opportunities, facilities and services. RCP in coordination with the Somerset County Park Commission will provide much of the updated information to replace the outdated text but will also expect the consultant to provide to the extent possible any additional information to help make the brochure as accurate and current as possible. RCP will also provide input to ensure the text and images shown in the brochure are consistent with Somerset County's and Regional Center Partnership's marketing theme. The consultant may need to provide original photography to replace or supplement the images currently depicted in the 2010 brochure. The consultant will prepare a two-page 4-sided 8.5" x 11" draft version of the updated brochure for review and editing by RCP; the consultant shall make any editorial changes as deemed necessary by RCP. The updated brochure shall be prepared in a digital magazine format to allow the document to be made available to the public using social media and for posting on Regional Center Partnership's website and other websites. The updated brochure shall be formatted to allow Regional Center Partnership to make any corrections or updates as needed. The updated brochure shall also be submitted to RCP in .pdf format to allow for electronic distribution via email. There is no template in place. The 2010 *Recreation & Fitness Opportunities in the Regional Center* brochure may be viewed on-line at www.regionalcenterpartnership.org under Publications.

Task 9: Update the Shopping, Retail & Service Opportunities in the Regional Center brochure

In 2011 RCP published a two-page 4-sided 8.5" x 11" brochure entitled *Shopping, Retail & Service Opportunities in the Regional Center* which contains a comprehensive description of the local and regional shopping and retail-related opportunities available to residents and visitors in the Regional Center. Information

in the brochure needs to be updated to reflect current retail opportunities and services. RCP will provide much of the updated information to replace the outdated text but will also expect the consultant to provide to the extent possible any additional information to help make the brochure as accurate and current as possible. RCP will also provide input to ensure the text and images shown in the brochure are consistent with Somerset County's and Regional Center Partnership's marketing theme. The consultant may need to provide original photography to replace or supplement the images currently depicted in the 2010 brochure. The consultant will prepare a two-page 4-sided 8.5" x 11" draft version of the updated brochure for review and editing by RCP; the consultant shall make any editorial changes as deemed necessary by RCP. The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social media and for posting on Regional Center Partnership's website and other websites. The updated brochure shall be formatted to allow Regional Center Partnership to make any corrections or updates as needed. The updated brochure shall also be submitted to RCP in .pdf format to allow for electronic distribution via email. There is no template in place. The 2011 *Shopping, Retail & Service Opportunities in the Regional Center* brochure may be viewed on-line at www.regionalcenterpartnership.org under Publications.

Task 10: Assist with a Public Outreach Event

The consultant shall assist with the publicity and promotion of a public outreach event hosted or supported by the Regional Center Partnership concerning an issue or topic relating to the goals and objectives of the Regional Center. The public event may be in the form of a workshop, economic development forum, involve panelists and guest speakers. RCP will provide the essential information including subject matter, date, time, location, who the targeted audience may be and other necessary information about the event.

The consultant shall develop an advertisement template as well as an advertisement for publication in local newspapers and prepare two (2) press releases announcing the event.

Create a multi-colored one-page 8 ½" x 11" flyer announcing the event. Draft and final versions of the flyer template shall be submitted in Microsoft Office Publisher format to allow RCP to edit or update the information in the template as needed. The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social media and for posting on Regional Center Partnership's website and other websites. The flyer shall also be submitted to Regional Center Partnership in .pdf format to allow for electronic distribution via email.

The message in the newspaper advertisements, press releases and flyer shall be written to draw the attention of and motivate the targeted audience such as local businesses, trade organizations, managers of corporate and industrial parks, economic development entities and the public in the Regional Center to attend the event.

To accomplish these publicity tasks, the consultant shall confer with the Somerset County Planning Board and the Somerset County Business Partnership. The consultant shall work with RCP to prepare announcements for possible use through social media. The consultant shall assist RCP as needed to create an updated direct mailing list consisting of contact information including the names of company presidents or vice-presidents, managers, CEOs, chairpersons, etc. and their companies or organizations and provide complete postal mailing addresses for direct mailing purposes. RCP will lead the event. The consultant shall attend the entire event and assist as needed with setting up any audio-visual equipment and with placement of printed material at the event. The consultant shall assist in identifying and confirming the availability of keynote speakers to speak at the event.

Task 11: Prepare a brochure summarizing the Public Outreach Event

Prepare a two-page 4 -sided 8 ½" x 11" brochure summarizing the information presented at the Regional Center Public Outreach Event described in Task 10 of this RFP. The event brochure shall include a statement summarizing any recommendations resulting from the public outreach event to be considered for implementation by the Regional Center Partnership, Somerset County and key stakeholders in the Regional Center area. The consultant shall submit a draft of the event brochure for review and editing by RCP; the consultant shall make any editorial changes as deemed necessary by RCP. The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social media and for posting on Regional Center Partnership's website and other websites. The brochure shall be formatted to allow Regional Center Partnership to make any corrections or updates as needed. The brochure

shall also be submitted to RCP in .pdf format to allow for electronic distribution via email. There is no template in place. Sample Regional Center brochures can be found on the Regional Center Partnership's website www.regionalcenterpartnership.org under "Publications."

Task 12: Track and quantify the RCP website visits

Track and quantify the number of daily website visits to the Regional Center Partnership's primary website www.regionalcenterpartnership.org . Prepare an 8.5" x 11" monthly report formatted for electronic transmission that summarizes the number of website visits to RCP's website on a daily basis for the past month. Include in the report a graphic table illustrating in bar diagram fashion the volume and number of website visitors on a daily basis for the reporting period. Include in the report a written or graphic summary of pageloads, unique, returning and first-time visitors; also indicate to the extent possible how visitors found the website and the location of the visitors. The monthly report is to be submitted electronically but printed version accepted as well. Prepare an end-of-the-year report summarizing the website visitation activity on a monthly basis over the course of the year.

SUMMARY OF PRODUCTS AND SERVICES TO BE DELIVERED:

Task 1: Prepare Annual Achievements Report

Task 2: Prepare up to four (4) newspaper advertisements

Task 3: Prepare up to three (3) newsletters

Task 4: Prepare up to nine (9) press releases

Task 5: Provide website maintenance

Task 6: Provide website updates

Task 7: Update the Business and Employment Opportunities in the Regional Center brochure

Task 8: Update the Recreation & Fitness Opportunities in the Regional Center brochure

Task 9: Update the Shopping, Retail & Service Opportunities in the Regional Center brochure

Task 10: Assist with a public outreach event

Task 11: Prepare a brochure summarizing the public outreach event

Task 12: Track and quantify the RCP website visits

USE ADDITIONAL SHEET IF NECESSARY

4. **Proposal Requirements**

4.1 **Qualification Statement**

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency or comparable private entity.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 **Key Personnel Information**

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 **Proposal Forms**

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Cost Form/Signature Page
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. EEO/Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda

4.4 **Location of Servicing Office**

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. **Evaluation, Review and Selection Process**

5.1 **Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.3 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.4 Cost

Price shall be based on hourly rates and schedules of fees submitted with the proposal.

Prices and estimated hours shall be broken down by tasks, by staff person listed in the scope of work. Direct costs including travel and reproduction shall also be stated.

The respondent shall clearly state the proposed cost to complete the tasks and detail how the cost estimate was determined. The estimate shall include the following items:

- 1) Salary rate table identifying key personnel, job titles, and their salary rates.
- 2) Cost breakdown on a task basis, including labor, travel, overhead, and other necessary expenses. Food and beverages costs are excluded.
- 3) Direct and reimbursable expenses including rates charged for each type of expense. Food expenses are not a reimbursable expense.
- 4) Estimate of total cost to complete the products and services in accordance with the Scope of Work, Tasks 1-12, and total consultant costs shall not exceed the amount of **\$17,000.00**.

Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.5 Payment

Payments will be made on a monthly basis based on the submission of invoices and documentation of work completed to date.

5.6 Term of Contract:

January 21, 2016-January 18, 2017

5.7 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

**REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY
RFP DOCUMENT CHECKLIST**

<u>Required With Response</u>		<u>Read, Signed & Submitted Respondent's Initial</u>
A.	FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire	_____
<input type="checkbox"/>	License(s) or Certification(s) Required by the Specifications	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<input checked="" type="checkbox"/>	Qualification Statement	_____
<input checked="" type="checkbox"/>	Fee Schedule	_____
<input checked="" type="checkbox"/>	Key Personnel Information	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input type="checkbox"/>	Other:	_____
B.	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate – Respondent must possess a certificate at time of RFP due date.	_____
<input type="checkbox"/>	New Jersey Business Registration Certificate – Named /Listed Subcontractor(s)	_____
<input checked="" type="checkbox"/>	Disclosure of Activities in Iran – Submit with RFP Response	_____
C.	<u>READ ONLY</u>	
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	_____

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY
STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Legal Name of Respondents Business _____

Check which business entity applies:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Partnership Limited Liability Corporation
- Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

STREET ADDRESS	CITY	STATE	ZIP
TELEPHONE #	FAX #	EMAIL	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME	HOME ADDRESS
NAME	HOME ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: _____ Date: _____

Printed Name and Title: _____

**REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

SS:

I, _____ of the City of _____

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

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit 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 employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

**REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 provisions 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*


N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:


- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY
THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO BE ABLE TO OBTAIN A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE PRIOR TO AWARD OF CONTRACT MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	 <small>Acting Director</small>
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

County of Somerset New Jersey
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Respondent:** _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a response/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. 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, 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.

NAME: _____ Relationship to Respondent _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Respondent/Offer or 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 Somerset County 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 Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____