

# 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 **March 2, 2016 at 2:00 P.M.** in the offices of the Somerset County Planning Board, County Administration Building, 20 Grove St., 2<sup>nd</sup> Floor, Somerville, New Jersey 08876 at which time and place responses will be opened for:

### REGIONAL CENTER STRATEGIC MASTER PLAN UPDATE CONTRACT #: RCP-XS-0004-16

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: [www.regionalcenterpartnership.org](http://www.regionalcenterpartnership.org) under the heading "Request for Proposals" and Somerset County website [www.co.somerset.nj.us/notice.html](http://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](http://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: January 26, 2016

REV SEPT/2014

## 1. Introduction

This contract is for a New Jersey Licensed Professional Planner or an American Institute of Certified Planners accredited planner (**proof of licensure or accreditation shall be provided as part of the proposal submission**) to furnish and deliver Consulting Services to revise and update the Regional Center Strategic Master Plan for the Somerset County Regional Center.

The Regional Center Strategic Master Plan outlines and prioritizes issues, problems and projects that are multi-municipal in nature as well as projects that are community-oriented for advancing the goals and objectives of the Somerset County Regional Center. The Regional Center Strategic Master Plan was completed in November of 2006 and needs to be updated to reflect changes that have occurred since then which will affect each of the plan's elements. The status of projects has changed and new priorities have emerged which must be incorporated into the document including the [Somerset County Investment Framework](#), the [Somerset County Comprehensive Economic Development Strategy](#) (CEDS), [Supporting Priority Growth in Somerset County, Phases I and II](#), the attainment of Plan Endorsement from the State Planning Commission, and the results of a Regional Center Visioning Session convened in September 2015. The Vision of the Regional Center Strategic Master Plan is to be updated to reflect the Regional Center's goals, objectives and priorities for the Regional Center for the next five years based on the results of the September 2015 Regional Center Visioning Session. To help achieve these goals and objectives, the "Key Recommendations of the Strategic Plan," "Implementation Agenda Matrix" and the "Indicators and Targets" sections of the Plan will also need to be updated. New sections of the Plan are to be developed with input from the Steering Advisory Committee to address planning-related subjects or issues not addressed in the current Plan but are deemed relevant to the Somerset County Regional Center.

**The final Plan shall be delivered to the Regional Center Partnership of Somerset Count no later than November 10, 2016.**

## 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

To commence on or before March 23, 2016. It is envisioned that this project will take 6-8 months to complete.

1. Release of RFP: January 26, 2016
  - [www.regionalcenterpartnership.org](http://www.regionalcenterpartnership.org) under the heading "Request for Proposals"
  - [www.co.somerset.nj.us/notice.html](http://www.co.somerset.nj.us/notice.html)
  - Publically noticed in *The Courier News* and *The Star-Ledger*
2. Questions and Clarifications Due Date: February 4, 2016 at 2:00 PM
3. Proposal Due Date: March 2, 2016 at 2:00 PM

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|--|--------------------|
| 4. Evaluation Completed:   | March 10, 2016     |
| 5. <b>Regional Center Partnership of Somerset County Action:</b> | March 16, 2016     |
| 6. Contract Execution and Project Initiation:                    | March 21, 2016     |
| 7. Preliminary Draft due:  | August 17, 2016    |
| 8. Final Draft due:  | September 14, 2016 |
| 9. Project Completion:   | November 10, 2016  |

## 2.2 Proposal Submission Information

### Submission Date and Time:

March 2, 2016 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. No elaborate binding necessary**

### Submission Office:

Secretary, Regional Center Partnership of Somerset County  
 c/o Somerset County Planning Division - 2<sup>nd</sup> 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 **REGIONAL CENTER STRATEGIC MASTER PLAN UPDATE CONTRACT #: RCP-XS-0004-16** 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 Division  
 County Administration Building  
 20 Grove Street, 2<sup>ND</sup> 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/Secretary  
Somerset County Planning Division  
County Administration Building  
20 Grove Street, 2<sup>ND</sup> Floor, P.O. Box 3000  
Somerville, NJ 08876-1262  
Voice: (908) 231-7021  
Fax: (908) 707-1749  
Email: [ruggieri@co.somerset.nj.us](mailto: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 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 30<sup>th</sup> 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](http://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](http://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)**

#### **Background Summary**

The Somerset County 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, 202 and 206 corridors and the Chimney Rock Road Area. For over 20 years Somerville and Raritan Boroughs, Bridgewater Township and Somerset County have been working cooperatively to improve the quality of life in central Somerset County. The Somerset County Regional Center was the first multi-municipal regional center to be designated in the state of New Jersey by the State Planning Commission. More information concerning the history of the Regional Center may be found by visiting the Regional Center Partnership's website at

<http://www.regionalcenterpartnership.org/>.

The 2006 Somerset County Regional Center Strategic Master Plan represents the culmination of a planning process that Somerset County in partnership with Bridgewater Township, the Boroughs of Raritan and Somerville and the Regional Center Partnership of Somerset County undertook to advance many of the initiatives listed in the Planning and Implementation Agenda of the State Planning Commission's 1996 Regional Center Designation Report pursuant to the State Development and Redevelopment Plan. The Regional Center Strategic Master Plan embodies the results and recommendations obtained through a robust public participation process including the 1999 Regional Center Visioning Initiative, the 2003 Vision to Reality Report and the 2005 Regional Center Planning Retreat.

#### **Project Description**

The Regional Center Strategic Master Plan outlines and prioritizes issues, problems and projects that are multi-municipal in nature as well as projects that are community-oriented for advancing the goals and objectives of the Somerset County Regional Center. Two key objectives of the Plan are to guide the Regional Center Partnership in addressing and prioritizing quality of life issues for residents in the Regional Center and create a favorable environment for business. The major components of the plan include a description and background of the Regional Center, a vision statement, major opportunities and constraints facing the Regional Center, key planning issues and a detailed implementation strategy and implementation matrix consisting of indicators and targets in relation to Downtowns and Main Streets, Redevelopment areas, Economic Development and Community Design; Train Station Areas; Neighborhoods and Housing; Circulation; Recreation, Open Space and Natural Systems; and Shared Services, Community Facilities and Historic and Cultural Resources.

Since the Regional Center Strategic Master Plan was completed in November of 2006, changes have occurred which will affect each of the plan's elements. The status of projects has changed and new priorities have emerged. These changes and updates must be incorporated into the document, including the 2014 [Somerset County Investment Framework](#), the 2014 [Somerset County Comprehensive Economic Development Strategy](#) (CEDs), and the attainment of Regional Center Plan Endorsement from the State Planning Commission in 2013. In addition, the results of a recent Regional Center Visioning Session convened in September 2015 will need to be integrated into the Strategic Master Plan. The Vision as expressed in the Strategic Master Plan is to be updated to reflect the Regional Center's goals, objectives and priorities for the Regional Center for the next five years based on the results of the September 2015 Regional Center Visioning Session. To help achieve these goals and objectives, the "Key Recommendations of the Strategic Plan," "Implementation Agenda Matrix" and

the “Indicators and Targets” sections of the Plan will also need to be updated. The goal at the end of this project is for the Regional Center Partnership to have an overall plan that will chart a course for the Regional Center to achieve the Regional Center’s vision and goals for the next five years. While the timeframe of the updated Plan is focused on a five-year horizon, the Plan is not to be so restricted in its scope as to preclude mentioning in the narrative other goals that through the process of updating the Plan are deemed significant enough to merit mention in the Plan for future consideration but may be considered beyond the five-year horizon.

The consultant and their staff will work with Somerset County Planning Division staff and a Steering Advisory Committee (SAC) consisting of one or more representatives from each of the three Regional Center municipalities (Bridgewater Township and Raritan and Somerville Boroughs) to update the Regional Center Strategic Master Plan (the Plan), including but not necessarily limited to updating and revising the written text and graphic information in the Plan including the table of contents and the written information in each and all of the chapters and sections in the Plan as well as the various figures, images, graphics, maps and pictures. Also to be included in the Plan is data and themes from the [Supporting Priority Growth in Somerset County, Phases I and II](#) initiative that the Regional Center can expand upon. The SAC will also solicit input from the New Jersey Office of Planning Advocacy and other interested stakeholders regarding the updating of the Plan. The SAC will oversee this process and meet regularly with the consultant to ensure that the new master plan is consistent with the goals and recommendations produced especially in regard to the results from the September 24, 2015 Regional Center Visioning Session.

A major recommendation that came out of the September 24, 2015 Regional Center Visioning Session was creation of a health and wellness “district” or “theme” for the Regional Center that would embrace the significant health- and wellness-related assets that exist in the Regional Center namely Robert Wood Johnson University Hospital Somerset, major health and pharmaceutical companies in the region, major health, fitness and recreation opportunities and amenities in the Regional Center, etc. This is to be fully addressed in the Plan with detailed information. The consultant is to provide two or more detailed case studies of health and wellness districts or themes that have been successfully created in other communities or regions of the state or in the nation which could serve as a model for possible implementation here in the Regional Center. The detailed information for the health and wellness district or theme is to include but not necessarily be limited to any stated goals and objectives for each example case study, who was involved, what were the steps or actions taken to create the health and wellness district or theme, how long a time frame was involved in creating the district or theme, what if any major issues or obstacles had to be overcome or resolved to achieve the goal of creating the district or theme, was any financing involved, any local land use zoning changes involved, how was the public and various stakeholders engaged in the process and how is the district or theme currently managed and sustained.

The Regional Center Partnership will provide most of the information and data to update the text, figures and maps contained within the current Plan. RCP will provide the consultant

1. A written summary of the recommendations that came out of the September 24 Regional Center Visioning Session;
2. A summary of the presentations that were made at the September 24 Regional Center Visioning Session addressing Opportunities Available to the Regional Center as a Priority Growth Investment Area (PGIA) and the Somerset County Comprehensive Economic Development Strategy (CEDS);

3. A list of priorities for inclusion in the Plan categorized as short-term (1-3 years) or longer term (up to 5 years);
4. Relevant background reports and data with data links to relevant sources of information including the following which are summarized below:

a) Somerset County Investment Framework

The Somerset County Investment Framework represents the asset-based approach for identifying priority growth and preservation areas described in the Draft State Strategic Plan for determining where growth and preservation should occur. The Somerset County Investment Framework is built on GIS asset data development and mapping undertaken by the County over the past 4+ years. In 2014, the County Investment Framework and CEDS were adopted as elements of the Somerset County Master Plan.

More information can be found at the following link:

<https://www.co.somerset.nj.us/planweb/sustainable/sciframework.htm>

b) Supporting Priority Growth Investment in Somerset County, Phases I and II

In 2015, the County Planning Board completed a study funded by a Together North Jersey (TNJ) Local Government Capacity Grant entitled, “Supporting Priority Investment in Somerset County, Phase 1.” This consultant-driven study is comprised of ten analyses focused on the County’s Priority Growth Investment Areas (PGIAs), ranging from Socio-economic Trends and Real Estate Market Demand to Work Force Housing Opportunities and Land Use and Infrastructure Conditions. These analyses document existing conditions and trends impacting the twenty-four PGIAs, and include general land use and infrastructure recommendations intended to reposition the County’s PGIAs to become more economically competitive. The Phase I results are available for review on the County Planning Board website at the following link:

<http://www.co.somerset.nj.us/planweb/sustainable/sscommunities.htm>

The above-referenced Phase I results served as a platform for the County Planning Board’s 2014/2015 Sub-regional Transportation Studies project entitled, “Supporting Priority Investment in Somerset County, Phase II.” The Phase II Study was completed in June 2015 and is posted on the county website at the link provided above. A screening process was applied to the County’s 24 PGIAs using the information provided in the Phase I results, through which 7 PGIAs were selected to receive planning assistance. The study provided a market-based assessment, infrastructure assessment and PGIA Framework Plans which documented the strengths, weaknesses, opportunities and constraints associated with each of the 7 PGIAs; and included alternative land use scenarios and corresponding recommended land use changes and infrastructure investments that would be needed to implement these scenarios.

Somerset County has received funding to conduct Phase III which will enable the County to give the same level of focused attention to the remaining PGIAs including the Regional Center. The Phase III study is currently underway and will identify various scenarios and opportunities for the Regional Center and the other remaining PGIAs.

The Supporting Priority Growth Investment is coordinated with the Somerset County Comprehensive Economic Development Strategy (CEDS) and the Somerset County Investment Framework.

- c) Somerset County Comprehensive Economic Development Strategy (CEDS)  
The “*Investment Somerset – Comprehensive Economic Development Strategy*” (CEDS) was spearheaded by the Somerset County Business Partnership and funded through a US Economic Development Authority Grant. The County CEDS identifies a set of economic development strategies that promote job creation, private sector investment, and strategic partnership opportunities and is coordinated with the County Investment Framework and Supporting Priority Growth in Somerset County. In 2014, The Somerset County Planning Board adopted the “Investment Somerset – Comprehensive Economic Development Strategy” (CEDS) as an element of the County Master Plan. Additional information may be found at the following link:

<http://www.scbp.org/economic-development/ceds>

- d) Somerset County Development Opportunities A Millennial Perspective  
In 2015 the Bloustein School of Planning & Public Policy of Rutgers University conducted a study of development opportunities in Somerset County from a Millennial perspective, using the Regional Center as the subject study area. The results and recommendations that came out of the study were presented to the Somerset County Planning Board and provide relevant information and insight about strategies to attract Millennials, the role of aging baby boomers, growing sectors within residential and suburban markets, trends and actions in both downtown and suburban markets, strategies to maximize future development opportunities and how to remain on the cutting edge of new residential and commercial growth all of which have relevance to the Regional Center.

County Planning staff will provide the consultant with a copy of the PowerPoint for this study.

- e) Somerset County Trends & Indicators Report  
The 2013 Somerset County Trends and Indicators Report is a Background Element of the Somerset County Master Plan. The report is comprised of a collection of quantitative data that can be used to guide and inform public and private-sector decision-making and to help describe and promote an understanding of current trends that affect Somerset County and its communities. The information is intended to help illustrate the direction trends are heading and the magnitude of the changes that are occurring over time. The report can be found on the County Planning Board’s website at the following link:

<http://www.co.somerset.nj.us/planweb/reports.htm>

- f) Regional Center 2014 Annual Achievements Report  
The Regional Center Partnership publishes an annual report summarizing Regional Center Partnership accomplishments and project initiatives in the Regional Center in the prior year. The 2014 Annual Achievements Report and past reports may be found on the Regional Center Partnership’s website at the following link:

<http://www.regionalcenterpartnership.org/publications.html>

- g) Redevelopment in Somerset County: Current Status and Lessons Learned  
In 2006 and 2010 Somerset County published a report summarizing redevelopment activity in the County with a focus on how municipalities in Somerset County have used the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) as a tool to achieve various

local master plan objectives. There continues to be significant redevelopment activity in certain areas of the Regional Center particularly in and around downtown Somerville and near the Somerville Train Station; other noteworthy redevelopment projects and visioning initiatives that have been undertaken among the Regional Center communities include the Somerville Landfill, residential housing in Raritan Borough and the Finderne Neighborhood Preservation Plan in Bridgewater. The County redevelopment report is currently being updated; a draft update of the chapters pertaining to the Regional Center will be furnished to the consultant.

5. Input to facilitate the update of the Plan's chapter containing the Key Recommendations of the Strategic Plan, Implementation Agenda Matrix and Indicators and Targets sections that address the objectives and targets in the current 2006 Plan.

RCP will not provide a copy but will provide background information to update the content of the Regional Center Strategic Master Plan. The consultant will need to gather supplemental information as needed to complete the work. The current Plan can be found on the Regional Center Partnership's website [www.regionalcenterpartnership.org](http://www.regionalcenterpartnership.org) under "Strategic Master Plan."

### **Layout of final document**

The layout is to be designed for a format at eight and a half inches by eleven inches (8.5" x 11"). Maps shall not be further reduced but shall be folded to fit within the 8.5 inch x 11 inch format. In addition existing graphics are to be updated as needed and new images incorporated where appropriate. Include captions below all photos indicating relationship to opposing text similar to that found in the 2006 Regional Center Strategic Master Plan. RCP may provide some of the photography but original photographs may still need to be taken as deemed appropriate by RCP.

### **Major tasks are as follows:**

Update the written narrative, text, figures, maps and content material of the Strategic Master Plan for the Somerset County Regional Center.

### **Task 1: Project Management**

Somerset County Planning Division Staff (hereinafter "county staff") will provide overall project oversight, as well as perform the administrative tasks associated with this project. These activities include the consultant selection process, contract administration and processing of consultant invoices. The consultant shall designate a project manager who will be responsible for overseeing the day-to-day activities of the consultant team and who will serve as the primary contact with county staff. The project manager shall establish an effective means of coordinating and reporting its activities with county staff throughout the course of the project and ensure the timely and efficient exchange of information. The consultant project manager (and other key members of the consultant team) will participate in a project kick-off and monthly project progress meetings with county staff. The progress meetings can take place in person or via telecom with county staff. County staff will meet six (6) times over the course of the project; additional meetings may be scheduled as deemed necessary. The project manager shall be responsible for the preparation and submission of progress meeting summaries and invoices. A detailed schedule of project tasks and associated timeline (Gantt chart) shall be submitted at a project kick-off meeting for county staff review and approval, which will be evaluated at regular intervals during the course of the project to ensure the timely completion of all tasks. The scheduling of meetings with Somerset County and distribution of meeting notices and

associated materials to County staff attending the meeting will be handled by the County Planning Staff.

*Task 1 Deliverables: The consultant project manager shall participate in, and provide summaries of a project kick-off meeting and monthly project progress meetings with county staff; and shall prepare and submit a schedule of tasks, monthly progress reports and invoices. The consultant shall provide a detailed schedule of project tasks and associated timeline (Gantt chart) which shall be submitted at the project kick-off meeting. The project manager shall establish an effective means of coordinating and reporting its activities with county staff throughout the course of the project and ensure the timely and efficient exchange of information. The project manager shall prepare and submit meeting summaries and invoices. At the kickoff meeting the consultant shall submit a detailed schedule of project tasks and associated timeline (Gantt chart). The scheduling of meetings with Somerset County and distribution of meeting notices and associated materials to County staff attending the meeting will be handled by the County Planning Staff.*

## **Task 2: Update the Regional Center Strategic Master Plan**

Update the narrative and graphic information of the 2006 Somerset County Regional Center Strategic Master Plan to reflect major accomplishments achieved in the Somerset County Regional Center since the Regional Center Strategic Master Plan was completed in November, 2006; to identify significant economic and demographic changes that have occurred since 2006 relevant to the Regional Center's economic viability and sustainability as an attractive location to live, work shop, visit and recreate as described under Project Description of this RFP; to reflect the new priorities that have emerged concerning the Regional Center and, in light of these new priorities, to update the strategy to achieve the goals and objectives for the Regional Center for the next five years. Every chapter and section of the Plan is to be updated including the cover, inside cover, acknowledgements page, table of contents, list of figures and the appendix of maps, the Executive Summary and the chapters including About the Planning Process and Implementation; the Vision; Opportunities and Constraints; Key Issues; Goals and Objectives; Action Strategy; the Strategic Implementation Plan Recommendations & Matrix; Land Uses Along Municipal Borders; Opportunities for Joint Planning; Indicators & Targets; Updating the Strategic Plan; and Relationship to Other Planning Efforts.

Each page in the current Regional Center Strategic Master Plan shall be reviewed by the consultant with the intent of being revised and updated as necessary to achieve the stated goals stated herein. Every picture, map, image, graphic and table to be included in the updated Plan shall be labeled to identify the subject of the picture, map, image, graphic and table. The written narrative shall incorporate chapter headings and sub-topic headings as appropriate within each chapter as done in the current Plan. All pages in the updated Plan are to be numbered. The updated Plan shall be coherently written to explain the goals and objectives of the Plan; the narrative shall be plainly written with a conscious effort to avoid excessive use of technical jargon; i.e., technical terms and phraseology unique or peculiar to the planning or related professions. Where it may be necessary to use such technical terms such terms shall be explained in the narrative to clarify the meaning of the term.

The consultant is also to provide two or more detailed case studies of health and wellness districts or themes that have been successfully created in other communities or regions of the state or in the nation which could serve as a model for possible implementation here in the Regional Center. The objective is to be able to reference these examples of successful health and wellness districts or themes in the updated Plan. The detailed information to be provided for the health and wellness district or theme examples shall be the information described in this RFP in Section 3.0 under Project Description.

Also, new sections of the Plan are to be developed with input from the Steering Advisory Committee to address planning-related subjects or issues not addressed in the current Plan but that in the consultant's professional opinion are significant and relevant enough to the Regional Center to warrant inclusion as a separate section in the updated Regional Center Strategic Master Plan.

The Regional Center Partnership will provide most of the information and data to update the text, figures and maps contained within the current Plan as described in this RFP in Section 3.0 under Project Description.

- All CD-ROM Disks provided in connection with the scope of work deliverables will be provided in a format that allows future amendment by the Regional Center Partnership.
- All documents shall be formatted by the consultant to fit on standard eight and a half inch by eleven inch (8.5" x 11") paper. Maps shall not be further reduced but shall be folded to fit within the 8.5" by 11" format.
- All new GIS-based maps or graphics are to include metadata identifying the source(s) of each map or graphic.
- For future printing purposes, Regional Center Partnership will provide print specifications so the format of the updated Plan will be formatted to allow for in-house printing.

*Task 2 Deliverables: RCP will provide the consultant*

- 1. A written summary of the recommendations that came out of the September 24 Regional Center Visioning Session;*
- 2. A summary of the presentations that were made at the September 24 Regional Center Visioning Session addressing Opportunities Available to the Regional Center as a Priority Growth Investment Area (PGIA) and the Somerset County Comprehensive Economic Development Strategy (CEDS);*
- 3. A list of priorities for inclusion in the Plan categorized as short-term (1-3 years) or longer term (up to 5 years);*
- 4. Relevant background reports and data with data links to relevant sources of information as described and listed in this RFP in Section 3.0 under Project Description.*

*The Regional Center Partnership with the SAC shall also provide input regarding any new sections of the plan as may be recommended by the consultant to address planning-related subjects or issues not addressed in the current Plan. RCP may provide some of the photography but original photographs may still need to be taken as deemed necessary by RCP. The consultant shall include metadata for any new GIS-based map or graphic to be included in the Plan that was not been produced by the County.*

*The consultant shall update the entire Regional Center Strategic Master Plan as described herein; the consultant shall also provide one or two examples of successfully established health and wellness districts or themes with detailed information included as described herein. The consultant shall also develop any new sections addressing planning-related subjects or issues not addressed in the current plan but may be recommended by the consultant for inclusion in the updated Plan. The SAC will provide input regarding the development of these new sections.*



### **Task 3: Meetings with Steering Advisory Committee and Somerset County**

The consultant project manager shall meet with Somerset County Planning Division and a Steering Advisory Committee (SAC) consisting of up to seven (7) committee members comprised of one representative from each of the three Regional Center municipalities (Bridgewater Township and Raritan and Somerville Boroughs), the Regional Center Partnership Executive Committee, the Somerset County Business Partnership, the Somerset County Park Commission and the Somerset County Planning Board to guide and steer the updating and revision of the Regional Center Strategic Master Plan (the Plan). The SAC will also solicit input from the New Jersey Office of Planning Advocacy and other interested stakeholders regarding the updating of the Plan. Consultant participation in the meetings will be required. The SAC shall convene four (4) times over the course of the project; additional meetings will be scheduled as necessary. The SAC will oversee this process and meet regularly with the consultant to ensure that the new master plan is consistent with the goals and recommendations that resulted from the September 24, 2015 Regional Center Visioning Session.

The scheduling of meetings with the SAC and Somerset County and distribution of meeting notices and associated materials to committee members will be handled by the County Planning Staff. The consultant shall prepare a summary of each SAC meeting and provide one paper copy and one in .pdf version of each meeting summary noting the date/time of the meeting, those present, what was discussed and decided and any actions or next steps to be taken. The mailing list of SAC members will be prepared and maintained by the County Planning Staff.

*Task 3 Deliverables: The Steering Advisory Committee will guide and steer the overall project and meet regularly with the consultant to ensure that the new and updated Regional Center Strategic Master Plan is consistent with the goals and recommendations that resulted from the September 24, 2015 Regional Center Visioning Session. County Planning Staff will schedule the meetings with the SAC and Somerset County and handle distribution of meeting notices and associated meeting materials to committee members. The consultant project manager shall participate in the meetings with the SAC and Somerset County and provide meeting summaries of each meeting with the SAC and Somerset County.*

### **Task 4: Outreach to the Three Regional Center Municipalities**

After the consultant has presented the draft update of the Plan to the SAC in Task 3, the consultant shall reach out to each of the three Regional Center municipalities –Bridgewater Township, Raritan Borough and Somerville Borough –to request their review and input regarding the draft update of the Plan. Each of the three Regional Center municipalities shall create their own respective municipal Steering Advisory Committee to review and provide comment to the consultant. The consultant shall provide one (1) paper copy and one in .pdf version of the draft updated Plan to each municipal SAC. County Planning Staff shall meet with the municipal SACs as needed; the consultant shall attend any public meetings regarding the draft Plan update. The consultant shall create a summary of any comments provided by each municipal SAC and any of the public meetings.

*Task 4 Deliverables: Consultant to reach out to Bridgewater Township and Raritan and Somerville Boroughs to obtain feedback and comments from each town regarding the draft updated Regional Center Strategic Master Plan; each Regional Center town will form their own municipal Steering Advisory Committee to review and provide any comments regarding the draft updated Plan. County Planning Staff will meet with the municipal SACs as needed; the consultant shall attend any public*

*meetings scheduled by the municipality regarding the draft updated Plan. The consultant shall prepare a summary of the feedback obtained from the municipal SACs and any public meetings.*

**Task 5: Prepare and Present Preliminary Draft of the Updated Regional Center Strategic Master Plan**

The consultant shall prepare the preliminary draft of the updated Regional Center Strategic Master Plan including all the sections and new sections identified in this RFP particularly as described in Section 3.0 under Project Description. The consultant shall provide ten (10) printed copies and one in electronic format of the preliminary draft update of the Regional Center Strategic Master Plan for review by the SAC; the consultant shall first present the preliminary draft update of the Plan to the SAC. The consultant will make whatever changes to the preliminary draft update that have been identified through Tasks 4 and 5. The consultant shall provide a separate copy for County Planning Division staff review which clearly indicates where in the document the revisions and any corrections identified through Tasks 4 and 5 have been made. After the revisions have been made, the consultant shall then present the preliminary draft update to the Regional Center Partnership. the consultant shall also present the preliminary draft update at a separate public meeting for each town –Bridgewater, Raritan and Somerville; each town will decide if the presentation is to be made at a Planning Board or Council Meeting; thus there will be a total of four (4) public presentations of the preliminary draft update of the Plan. The consultant shall make the necessary changes to the draft Plan based on the feedback provided by the Regional Center Partnership and the public meetings held at each of the three Regional Center municipalities.

*Task 5 deliverables: Consultant to prepare the preliminary draft update of the Regional Center Strategic Master Plan to the SAC; provide ten (10) printed copies and one in electronic format of the preliminary draft; present the preliminary draft to the SAC. Make the necessary revisions or corrections identified through Tasks 4 and 5 to the preliminary draft; provide a copy showing where the revisions and corrections have been made for County Planning Staff review. The consultant shall present the revised preliminary draft to the Regional Center Partnership and at a public meeting held in each of the three Regional Center municipalities for a total of four (4) public presentations of the preliminary draft update of the Plan. The consultant shall make the necessary revisions to the Plan to reflect the input provided by the Regional Center Partnership and input obtained during the public meetings held in each of the three Regional Center towns.*

**Task 6: Prepare and Present Summary of the Final Draft Update of the Regional Center Strategic Master Plan**

The consultant shall prepare a summary of the Final Draft Update of the Regional Center Strategic Master Plan and present the summary at a special meeting of the Regional Center Partnership; additional representatives from each of the three Regional Center municipalities may be attending this meeting for the summary presentation. The consultant shall provide thirty (30) printed copies of the summary and provide same in electronic format. The consultant shall make whatever changes to the summary that have been identified through Task 6 as deemed necessary. The consultant shall attend a meeting of the Somerset County Planning Board or Somerset County Board of Chosen Freeholders, to be determined by the County, to present the summary of the Final Draft Regional Center Strategic Master Plan. The consultant shall make revisions to the Final Draft Update of the Regional Center Strategic Master Plan as deemed necessary by RCP pursuant to feedback provided by the County Planning Board or Board of Chosen Freeholders.

*Task 6 deliverables: Consultant to prepare a summary of the Final Draft of the Regional Center Strategic Master Plan and present the summary at a special meeting of the Regional Center*

*Partnership. The consultant shall provide thirty (30) printed copies of the summary and provide one copy of same in electronic format. The consultant shall make whatever changes to the summary as deemed necessary pursuant to the feedback provided during the special RCP meeting presentation; provide a copy for County Planning Staff review clearly showing where the revisions or corrections identified through Task 6 have been made. Present the summary to either the Somerset County Planning Board or the Somerset County Board of Chosen Freeholders as determined by the County Planning Division; make any final changes pursuant to the County Planning Board or Board of Chosen Freeholders.*

**Task 7: Provide Final Draft of the Updated Regional Center Strategic Master Plan**

Provide one (1) paper copy and one (1) copy in electronic format of the Final Draft of the updated Regional Center Strategic Master Plan. The Final Draft shall be complete in that all of the aforesaid sections of the plan including all the text, narrative, maps, tables, images and graphics shall be included-both new material and any material retained from the original 2006 Plan that after being reviewed by the SAC and County staff was not changed. The Final Draft shall be coherently written to support the goals and objectives of the Plan; the narrative shall be plainly written with a conscious effort to avoid excessive use of technical jargon; i.e., technical terms and phraseology unique or peculiar to the planning or related professions. Where it may be necessary to use such technical terms such terms shall be explained in the narrative to clarify the meaning of the term. The Final Draft shall reflect and incorporate all the corrections, changes and revisions identified through Tasks 2-6.

The consultant shall also define potential implementation partners, programs and resources associated with each goal in the updated Plan.

*Task 7 Deliverables: The consultant at the conclusion of this project (in addition to the deliverables described above, which are to be submitted at appropriate intervals during the course of the project) shall prepare and submit one copy of a Draft Final Report in electronic format and one paper copy, double-sided as appropriate.*

*The consultant shall also define potential implementation partners, programs and resources associated with each goal in the updated Plan.*

**Guidelines for Overall Project Deliverables:** *Unless otherwise specified above, one electronic copy and one paper copy (double-sided as appropriate) shall be required for all final technical memoranda, reports, appendices, GIS datasets, maps, tables, presentations, meeting materials and other products associated with this study at the time they are needed during the project. All deliverables must be submitted first in draft form for review and then revised based on comments provided by the County and the Steering Advisory Committee. The consultant will respond to County comments by providing revised documents within two weeks of receiving comments or sooner depending upon the circumstances. Four (4) CD-ROM copies of all final deliverables associated with Tasks 2 through 6 will be provided at the conclusion of the project.*

*Electronic submissions may be made via e-mail or on CD-ROM, USB Flash Drive, or via FTP site as specified by the County. Memoranda, reports, tables, graphics, maps, presentations and displays shall be submitted to the County in both PDF format (to allow easy printing of additional copies and posting on Regional Center Partnership's website) and in editable format (i.e. Microsoft Word for text; Microsoft Excel for graphs and tables, ArcGIS for GIS Datasets associated with GIS-based Maps; and/or Microsoft PowerPoint for presentations as applicable). The deliverables shall include the raw data files for the graphics and the consultant shall provide clear indication of the location and source of data underlying any tables, graphics and analyses so that County staff is able to reproduce, modify*

*or update these items as needed. All GIS datasets shall be consistent with Somerset County's GIS preferred platform which for Geographical Information Systems is ESRI ArcGIS 10.2.2 or current version.*

*All electronic data files produced must be documented consistently.*

### **SUMMARY OF PRODUCTS AND SERVICES TO BE DELIVERED:**

**Task 1: Project Management**

**Task 2: Update the Somerset County Regional Center Strategic Master Plan**

**Task 3: Meetings with Steering Advisory Committee and Somerset County**

**Task 4: Reach out to the three Regional Center municipalities**

**Task 5: Prepare and present preliminary draft update of the Regional Center Strategic Master Plan**

**Task 6: Prepare and present summary of Final Draft of the Regional Center Strategic Master Plan**

**Task 7: Provide Final Draft of the Updated Regional Center Strategic Master Plan**

### **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:

- Expertise in community master planning, urban design and strategic planning implementation
- Excellent oral and written communication skills
- 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 herein as well as hourly or per diem fees for other services or types of activities. Respondent shall explain how the fee proposal has been estimated including direct and indirect costs.

Scope of Work, Tasks 1-7, and total consultant costs shall not exceed the amount of \$35,000.

Drafts of the updated Regional Center Strategic Master Plan shall be submitted to the Regional Center Partnership c/o the Somerset County Planning Division for review and editorial corrections before becoming a final product. The consultant retained to perform the tasks shall correct any errors of said document as identified by the Regional Center Partnership and the Steering Advisory Committee.



## **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.

### **4.5 Technical Response**

- a. Statement of Understanding – A brief statement of one or two paragraphs that conveys the consultant's ideas on the purpose and objectives for this project.
- b. Work plan – Itemized response to the tasks as listed in the consultant scope of services program presented in Section 3. It is to the consultant team's advantage to describe how the firm(s) shall undertake each task and not simply repeat what has been listed in the scope of services.
- c. Suggested scope of services modification – Applicable only if the consultant team desires to suggest an alternative approach to the tasks delineated in the scope of services. The consultant team should present the alternative wording and rationale for the suggested change.
- d. Key Personnel Information – resumes (limit of three pages per resume) and a table must be included showing all persons, including subcontractors who shall be working on the project, their job title and person hours by task.

- e. Work Schedule – The work schedule (Gantt Chart) shall show the proposed start and finish times of each task. The expected delivery of products should also be shown. The consultant shall incorporate a minimum of three weeks for County and outside agency review of interim and final draft deliverables. The consultant shall continue work while interim deliverables are under review.
- f. Project Management – The project manager must be identified. The proposed relationship between the project manager and other project personnel, including subcontractors, must be explained. The suggested procedure for monitoring the project’s progress, tasks, budget, and quality of work of the consultant team shall be identified. Prepare and submit with the response a Gantt Chart and an Organizational Chart for the project.

## **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 (10%)**

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 (35%)**

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 (25%)**

Expertise of the project team 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 (25%)**

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 (5%)**

The evaluation team will review the cost of the proposal for reasonableness of salary and non-salary cost elements. The committee will determine the practicality of the cost relative to completing the scope of work.

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) Subcontractor costs, if applicable including itemized breakdown on a task basis.
- 5) Overhead costs (a percentage of direct salary only). Respondents should identify method used to determine overhead rates subject to approval by the Regional Center Partnership.
- 6) Fee (or profit) This is a percentage of the sum of direct salary plus overhead. Generally the fee ranges from 10-12%.
- 7) Estimate of total cost to complete project in accordance with the scope of the work tasks 1-7. 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 a schedule of fees for additional services is included with this RFP.



- 8) Estimate of total cost to complete the products and services in accordance with the Scope of Work, Tasks 1-7, and total consultant costs shall not exceed the amount of **\$35,000.00**.

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:**

March 21, 2016 – November 10, 2016.

#### **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 &amp; Submitted Respondent's Initial</u>
<b>A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF RFP</b>	
<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>B. MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<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	_____
<b>C. READ ONLY</b>	
<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  
PROPOSAL COST FORM/SIGNATURE PAGE**

**TO THE REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following:

**CONTRACT TO PROVIDE PROFESSIONAL PLANNING SERVICES TO UPDATE THE REGIONAL CENTER STRATEGIC MASTER PLAN -CONTRACT #: RCP-XS-0004-16**

Scope of Work – Tasks 1-7, and total consultant costs shall not exceed the amount of **\$35,000.00**.

**Cost amount proposed by Respondent for SOW Tasks 1-7:** \$ \_\_\_\_\_

**The Respondent shall include a fee schedule for the amount proposed.**

The undersigned is a (Corporate)  
(Partnership) under the laws of the State of \_\_\_\_\_ having its  
(Individual)  
principal office at \_\_\_\_\_

Company	Federal I.D. # or Social Security #
Address	
Signature of Authorized Agent	Type or Print Name
Telephone Number	Date
Fax Number	Email Address



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

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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](http://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](http://www.state.nj.us/treasury/contract_compliance))

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

**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.

**ALERT  
FAILURE TO POSSESS A  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
AT THE TIME OF AWARD IS CAUSE FOR REJECTION OF YOUR PROPOSAL**

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
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	<i>John S. Tully</i> Acting Director
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

**REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGE RECEIPT (Initial)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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**Solicitation Number:** \_\_\_\_\_ **Respondent:** \_\_\_\_\_

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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, accurate 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.**

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