

# SOMERSET COUNTY PARK COMMISSION

PURCHASING DIVISION  
Karen L. McGee, RPPO, QPA  
*Purchasing Agent*



PHONE: (908) 231-7053  
Fax: (908) 575-3917

PO BOX 3000 – 20 GROVE STREET  
SOMERSET COUNTY ADMINISTRATION BUILDING  
SOMERVILLE, NJ 08876 - 1262

## NOTICE OF RFP

The Somerset County Park Commission is soliciting proposals through the competitive contracting process in accordance with N.J.S.A 40A:11-4.1, et seq.

Sealed RFP responses will be received by the Purchasing Agent on **May 12, 2016 at 3:30 P.M.** in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

### **Concession**

**Two Coin-Operated Optical Viewers for Washington Rock Park, Green Brook Township  
Contract: PC-COM-0002-16**

Specifications and instructions may be obtained at the Purchasing Office or on the Somerset County Park Commission Website [www.somersetcountyparks.org](http://www.somersetcountyparks.org) and the County Website [www.co.somerset.nj.us](http://www.co.somerset.nj.us) \* We are now storing all responses electronically; therefore submit all pages of the response (including the original bid document) on a CD in addition to the printed copies.

\* Any RFP Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

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

Karen L. McGee, QPA  
Purchasing Agent  
Date Advertised: April 18, 2016

## **1. Introduction**

The Somerset County Park Commission (Owner) is seeking proposals from companies (Contractor) to provide two coin-operated optical viewers to be located at Washington Rock Park, Washington Avenue, Green Brook, New Jersey for a period of five years.

## **2. Administrative Conditions and Requirements**

Washington Rock Park is one of the oldest parks in Jersey; it was originally purchased by the State of New Jersey in 1913 to commemorate the historical events of June 1777. The strategic location of Washington Rock made it a valuable lookout point during the American Revolution for General George Washington when the British army under General William Howe was moving toward Westfield. From the vantage point of this natural rock outcropping, General Washington was able to instruct his troops to circle behind Howe's troops and cut off their retreat. Today, the park still offers panoramic views, looking between New York City and Gateway National Recreation Area at Sandy Hook, and offers family picnic sites.

### **2.1 Schedule**

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

Release of RFP	<b>April 18, 2016</b> <a href="http://www.co.somerset.nj.us">www.co.somerset.nj.us</a> & on <a href="http://www.co.somersetcountyparks.org">www.co.somersetcountyparks.org</a>
Proposal Due Date	May 12, 2016 at 3:30 P.M
Evaluation Completed	June 2016
Park Commission Action	June 2016

### **2.2 Proposal Submission Information**

#### **Submission Date and Time:**

May 12, 2016 at 3:30 P.M

One (1) Original & Three (3) copies and One (1) CD ROM electronic version .pdf format of the complete RFP response.

The Park Commission is storing all responses electronically; therefore submit all pages of the response (including the original RFP document) on a CD in addition to the printed copies.

#### **Submission Office:**

Somerset County Administration Building  
Office of the Purchasing Agent  
20 Grove Street, 3<sup>rd</sup> Floor  
County Administration Building

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the three (3) copies.

Only those RFP responses received prior to or on the submission date will be considered. 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 Department Information**

The Using Department for these services is:

Somerset County Park Commission  
355 Milltown Road  
Bridgewater, NJ 08807

### **2.4 Park Commission Representative for this Solicitation**

Please direct all questions in writing to:

Karen L. McGee, QPA  
Purchasing Agent  
Somerset County Purchasing Office  
PO Box 3000 – 20 Grove Street  
Somerville, NJ 08876  
Voice: (908) 231-7053  
Fax: (908) 575-3917  
Email: [mcgee@co.somerset.nj.us](mailto:mcgee@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 Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the Respondents in connection with 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.

### **2.7 Statutory and Other Requirements**

#### **2.7.1 Compliance with Laws**

Any contract entered into between the concessionaire 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.

### **2.7.2 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.

### **2.7.3 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 vendor is obligated to comply with the Act and hold the owner harmless.

### **2.7.4 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 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 the RFP.

### **2.7.5 Non-Collusion Affidavit**

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

### **2.7.6 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>

### **2.7.7 “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

### **2.7.8 Insurance and Indemnification**

If it becomes necessary for the vendor, 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, safeguard, 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 his/her sole responsibility.

The vendor further covenants and agrees to indemnify and save harmless the Somerset County Park Commission 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 of New Jersey of the United States while said work in progress.

The vendor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability, Automobile and Liquor Liability Insurance and shall be subjected to approval for adequacy of protection, Certificates of such insurance naming the Owner as an additional insured shall be provided.

## **2.8 Multiple Proposal 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.

## **2.9 Subcontractors Not Accepted**

Vendor shall not subcontract any of the work performed under the contract to be awarded.

## **2.10 Failure to Enter Contract**

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

## **2.11 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.

## **2.12 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 Commission or the award of contract.

## **2.13 Payments**

Contractor shall collect all monies from the optical viewers on a regularly schedule basis, and agree to provide payments to the Somerset County Park Commission in accordance with the following payment schedule:

June 1  
July 1  
August 1  
September 1

Sales taxes levied by City, County or State on gross receipts from viewers installed under this contract shall be deducted and paid from the gross receipts by the Contractor as collector, after which said concessions and remittances as above shall apply.

## **2.14 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 2000.

## **3.0 Scope of Work**

### **3.1 Equipment:**

Contractor to provide two coin-operated viewers for installation at mutually agreed site(s) on the property of Somerset County Park Commission located in the Township of Green Brook, County of Somerset, New Jersey. Contractor shall remain the sole owner of all viewers installed under this contract.

### **3.2 Contract Term:**

Five year contract term commencing on date of adoption by the Park Commission at their next regularly scheduled commission meeting.

### **3.3 Collection of Monies and Concession:**

Contractor shall collect all monies from said viewers on a regularly scheduled basis, and agrees to pay the Owner a concession fee to be paid as follows:

June 1  
July 1  
August 1  
September 1

Contractor to provide recording meter viewer receipts with payment.

### **3.4 Liability:**

Owner shall notify the Contractor regarding any viewer and/or installation covered under this contract which is deemed unsafe for public use. Contractor shall assume all risks of damage, theft, pilferage and vandalism and the Owner shall not be held responsible for any damage to the viewers while installed on the Owner's property.

### **3.5 Equipment Services:**

Contractor representatives shall have free access to go upon the property described herein for the purpose of installing and/or removing its viewers, collecting, servicing, repairing and maintaining the viewers.

### **3.6 Minimum Equipment Requirements:**

#### **3.6.1 Binocular**

- 3.6.1.1. Manual-focus 10x42 binocular to provide magnification 10 times that seen by the unaided eye, with a wide field of view, and weatherproof components.
- 3.6.1.2. Binocular should also rotate, and tilt, to allow people to view the available skyline.

#### **3.6.2 Coin Mechanism**

- 3.6.2.1. Manually-operated coin mechanism requiring no battery or power source.

#### **3.6.3 Coin Activation**

- 3.6.3.1. Each viewer factory preset to operate on either one or two quarters.

#### **3.6.4 Recording Meter Capability**

- 3.6.4.1. To verify viewer receipts by accurately tracking viewer usage.

## **4. Location of Servicing Office**

### **4.1 References**

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

Name of government agency.

Contact person's name, position, and current telephone number.

Dates, cost and scope of service.

Status and comments

### **4.2 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/Signature Form
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. Affirmative Action Statement
5. Acknowledgement of Receipt of Addenda

#### **4.3 Location of Servicing Office**

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

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

#### **5.1 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The Commission will either award the Contract within the applicable time period or reject all proposals. The Commission 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 Commission, be held for consideration for such longer period as may be agreed.

#### **5.2 Rejection of Proposals**

The Commission 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 Commission that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Commission reserves the right to waive any minor informality in the RFP.

#### **5.3 Evaluation Process**

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

#### **5.4 Evaluation Criteria**

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

##### **5.4.1 Understanding of the Requested Work**

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

##### **5.4.2 Knowledge and Technical Competence**

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

##### **5.4.2.a. Management, Experience and Personnel Qualifications**



Expertise of the firm shall be demonstrated by past contract successes providing government 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.

#### **5.4.3 Ability to Complete the Services in a Timely Manner**

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

#### **5.4.4 Cost**

Contractor shall provide a concession fee to be paid to the owner. The highest quoted concession fee shall be considered.

#### **5.6 Term of the contract**

Five year contract.

#### **5.7 Notice of Award**

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

**SOMERSET COUNTY PARK COMMISSION  
RFP DOCUMENT CHECKLIST**

---

<u>Required With Response</u>		<u>Read, Signed &amp; Submitted Respondent's Initial</u>
<b>A.</b>	<b>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 checked="" type="checkbox"/>	Proposal Cost Form and Signature Page	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____
<input checked="" type="checkbox"/>	Concession Fee Form/Signature Page	_____
<b>B.</b>	<b>FAILURE TO SUBMIT ANY OF THESE ITEMS MAY BE CAUSE FOR REJECTION OF PROPOSAL</b>	
<input checked="" type="checkbox"/>	Business Registration Certificate – Respondent to be registered prior to contract award	_____
<input type="checkbox"/>	Business Registration Certificate – Named/Listed Subcontractor(s)	_____
<input checked="" type="checkbox"/>	Three (3) references for similar projects	_____
<input checked="" type="checkbox"/>	Qualification Statement	_____
<input checked="" type="checkbox"/>	CD with PDF of RFP along with Printed Copies	_____
<input checked="" type="checkbox"/>	Disclosure of Activities in Iran	_____
<input type="checkbox"/>		_____
<input type="checkbox"/>		_____
<b>C.</b>	<b><u>READ ONLY</u></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: \_\_\_\_\_

**SOMERSET COUNTY PARK COMMISSION  
PROPOSAL COST FORM/SIGNATURE PAGE**

**TO THE SOMERSET COUNTY PARK COMMISSION  
BOARD OF CHOSEN FREEHOLDERS:**

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 per the attached schedule of fees for the following:

**Concession  
Two Coin-Operated Optical Viewers for Washington Rock Park, Green Brook Township  
Contract: PC-COM-0002-16**

Concession Fee for Two Coin Operated Optical Viewers					
	Year 1	Year 2	Year 3	Year 4	Year 5
June 1					
July 1					
August 1					
September 1					
<b>Total</b>					

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

**SOMERSET COUNTY PARK COMMISSION  
STOCKHOLDER DISCLOSURE CERTIFICATION  
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

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

**CHECK ONE:**

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

**Legal Name of Respondents Business** \_\_\_\_\_

**Check which business entity applies:**

- Partnership                                       Corporation                                       Sole Proprietorship
- Limited Partnership                                       Limited Liability Partnership                                       Limited Liability Corporation
- Subchapter S Corporation                                       Other \_\_\_\_\_

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

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

STREET ADDRESS	CITY	STATE	ZIP
_____			
TELEPHONE #	FAX #	EMAIL	
_____			

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

NAME	HOME ADDRESS
_____	
NAME	HOME ADDRESS
_____	

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY:    Yes     No

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

Printed Name and Title: \_\_\_\_\_

**SOMERSET COUNTY PARK COMMISSION  
NON-COLLUSION AFFIDAVIT**

---

**State of** \_\_\_\_\_  
**County of** \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Somerset County Park Commission 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. 52:34-25)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
( Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.

**SOMERSET COUNTY PARK COMMISSION  
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  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

**SOMERSET COUNTY PARK COMMISSION**

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE  
SOMERSET COUNTY PARK COMMISSION.


**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  
FORM-BRC(08-01)

Acting Director  
*John S. Tully*

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 **STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT  
**Trade Name:**  
**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611  
**Certificate Number:** 1093907  
**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
20041014112823533

**SOMERSET COUNTY PARK COMMISSION**  
**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**

Division of Purchasing  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

---

**Solicitation Number:** \_\_\_\_\_ **Bidder/Offeror:** \_\_\_\_\_

---

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 bid/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.**

---

**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 Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror 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: \_\_\_\_\_



**SOMERSET COUNTY PARK COMMISSION  
REFERENCE SUBMITTAL FORM**

1.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

2.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

3.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

4.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>