

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

The Regional Center Partnership of Somerset County, Inc., 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 Secretary of the Regional Center Partnership on **March 5, 2020 at 2:00 P.M.** in the offices of the Somerset County Planning Board, County Administration Building, 20 Grove St., 2nd Floor, Somerville, New Jersey 08876 at which time and place responses will be opened for:

PRINCIPAL MARKETING SERVICES –YEAR 2020 CONTRACT #: RCP-COM-0002-20

Specifications and instructions may be obtained from the Regional Center Partnership at the office of the Somerset County Planning Board (908-231-7021) or on the Regional Center Partnership's website: <http://www.regionalcenterpartnership.org/> under the heading "Request for Proposals" and Somerset County website www.co.somerset.nj.us "Bids/RFP's" located below the picture. We are storing all responses electronically; therefore submit all pages of the response on a CD or USB Flash drive 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.

Respondents are required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

Date Posted to Web: February 11, 2020

1. Introduction

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 and 202 corridors and the Chimney Rock Road area. More information concerning the history of the Regional Center may be found by visiting the Regional Center Partnership's website at www.regionalcenterpartnership.org.

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

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the 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

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|--|------------------------------|
| 1. Release of RFP: | February 11, 2020 |
| 2. Questions Due Date: | February 19, 2020 at 2:00 PM |
| 3. Proposal Due Date: | March 5, 2020 at 2:00 PM |
| 4. Evaluation Completed: | March 11, 2020 |
| 5. Regional Center Partnership Action: | March 18, 2020 |
| 6. Contract Execution: | March 24, 2020 |

2.2 Proposal Submission Information

Submission Date and Time:
March 5, 2020 at 2:00 PM

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

Submission Office:

Secretary, Regional Center Partnership of Somerset County
c/o Somerset County Planning Board - 2nd Floor
Somerset County Administration Building
20 Grove Street, Somerville, NJ 08876-1262

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

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Regional Center Partnership of Somerset County. The original proposal shall be ***signed in ink*** and marked to distinguish it from the seven (7) copies. ***Faxed or emailed proposals will NOT be accepted.***

Only those RFP responses received prior to or on the submission date and time 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 Entity Information

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

2.4 Regional Center Partnership of Somerset County Representative for this Solicitation

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

Questions by prospective respondents concerning this RFP may be addressed to James Ruggieri, Somerset County Principal Community Planner, in writing via fax at (908) 707-1749 or by email: ruggieri@co.somerset.nj.us. Please note the aforementioned contact is authorized only to direct the attention of prospective respondents to various portions of the requirements so that they may read and interpret each portion for themselves. ***NO*** employee of the County of Somerset or any member of the Regional Center Partnership is authorized to give interpretations of any portion of this RFP or to give information as to the requirements for the RFP in addition to that already contained in the RFP unless as a formal addenda.

Interpretations of the RFP or additional information as to its requirements, when necessary, shall be communicated to prospective respondents ***only*** by written addendum issued by the Purchasing Agent of the County of Somerset.

Please identify the contract name, number and note Request for Information as the subject line when submitting a request by fax or email.

2.5 Interpretations and Addenda

- A. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the County and Regional Center Partnership. The respondent accepts the obligation to become familiar with these specifications.
- B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by respondent should be promptly reported in writing to the Regional Center Partnership. In the event the respondent fails to notify the Regional Center Partnership of such ambiguities, errors or omissions, the respondent shall be bound by the proposal.
- C. No oral interpretation of the meaning of the specifications will be made to any potential respondent. Every request for an interpretation shall be in writing, addressed to the Regional Center Partnership, referencing the Contract Name and Contract Number in the subject line, at ruggieri@co.somerset.nj.us. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the proposals.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and RFP documents, and shall be acknowledged by the respondent by completing the Acknowledgement of Receipt of Addenda form. The Regional Center Partnership's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of proposals to any person who has submitted a response or who has received a RFP package. They will be sent via electronic transmissions to those known recipients of the RFP specifications.

- E. Discrepancies in RFP's
 - 1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit price shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

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 Evidence - N.J.S.A 10:5-31 et seq. and N.J.A.C 17:27 et seq.

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 - 42 U.S.C. S121 01 et seq.

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 Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract,

unless prior to the receipt of the RFP response/bid or accompanying the RFP response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Regional Center Partnership a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFP proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFP proposal/bid. Failure to comply requires mandatory rejection of the RFP proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit - N.J.S.A. 52:34-15

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

2.8.6 Proof of N.J. Business Registration Certificate N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Regional Center Partnership of Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

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

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of

Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

2.8.7 "Pay to Play" – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.8 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner 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 owner 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 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.

Indemnification

The contractor agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

Insurance Requirements:

The following are the insurance requirements that the Regional Center Partnership may require for any professional services contract. Insurance requirements depend on the type of work and additional insurance may be required. Evidence of such insurances shall be provided on a Certificate of Insurance form.

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.

Professional Liability/Malpractice Insurance Policy (if applicable)

Coverage in the amount of \$2,000,000.00/occurrence, \$4,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for owner.

The contractor shall provide the owner with a Certificate of Insurance naming the Regional Center Partnership of Somerset County, Inc. 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.

Errors and Omissions Insurance

- A. The contractor shall purchase and maintain during the entire period of this contract, errors and omissions insurance that shall protect the contractor and the Regional Center Partnership from any and all claims that may arise out of or result from the contractor's performance of this contract. Specifically, the errors and omissions insurance shall have limits of not less than \$2,000,000.00 dollars per occurrence and \$4,000,000.00 dollars in the aggregate.
- B. Certificates of the Required Insurance
Certificates as listed above shall be submitted along with the contract as evidence covering Errors and Omissions 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 Regional Center Partnership with a Certificate of Insurance naming the Regional Center Partnership of Somerset County, Inc., its members, officers, and agents as additionally insured, and evidencing the existence of required insurance prior to the commission of work.

Regional Center Partnership of Somerset County will not accept Mutual Limitation of Liability terms.

2.8.10 Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as may be amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

2.8.11 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.

2.8.12 Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

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.

2.8.13 Prompt Payment – Goods & Services– P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a “business concern” under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law’s effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines “Business Concern” as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a “public utility” as defined in N.J.S.A. 48:2.13.

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 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services.

2.11.1 Use of Sub-consultants

Respondent may find it advantageous to include sub-consultants in their proposal. Such an arrangement is acceptable provided that the relationship between firms is clearly defined and the method of maintaining proper project management and oversight is described within the proposal. The use of sub-consultants is left to the discretion of respondent, provided that the criteria of adequate capability in all areas of the scope of work are met. Any sub-consultants must be identified in the same manner as the primary consultant.

2.12 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.

2.13 Commencement of Work

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

2.14 Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the owner, that the date on which the work shall be substantially complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the owner.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the owner, that the time of completion of the services described herein is a reasonable time for the completion of it.

2.15 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.

2.16 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.

2.17 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 Regional Center Partnership by notice to each party.

2.18 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.

2.19 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.

2.20 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Regional Center Partnership 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.

2.21 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.

2.22 Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. Regional Center Partnership of 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 Regional Center Partnership to pay additional fees.

2.23 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/USB flash drive media compatible with the owner's computer operating system windows based, Microsoft Office 2010.

Under state and federal statutes, certain government records are protected from public disclosure. The Regional Center Partnership, the Contractor and any Subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally the Contractor and any Subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The Regional Center Partnership reserves the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The Contractor and any Subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

2.24 Source of Specifications/RFP Packages

Official Regional Center Partnership Request for Proposal (RFP) packages for routine goods and services are available on the County's and Regional Center Partnership websites at www.co.somerset.nj.us and www.regionalcenterpartnership.org at no cost to the prospective respondents. All addenda are posted on both sites. 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 Regional Center Partnership is not responsible for third party supplied RFP documents.

2.25 Altering Official Document

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

2.26 RFP Preparation of Forms

RFPs **must be signed in ink by the respondent**; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must

be initialed by the respondent in ink. Unit prices and totals are to be inserted in spaces provided.

2.27 W-9

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

3. Scope of Work (SOW)

Major tasks are as follows:

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

Part 1: Minimum requirements

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

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

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

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

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

Scope of Work, Tasks 1-9, and total consultant costs shall not exceed the amount of **\$19,000.00**

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

Task 1: Annual Achievements Report By May 1, 2020 prepare an 8 ½" x 11" Annual Achievements Report consisting of approximately 12-15 pages summarizing the Regional Center Partnership's accomplishments and major initiatives during the past calendar year for all subject matters. The annual

report shall contain the list of officers, and other relevant information as deemed necessary by the Regional Center Partnership (RCP). RCP will not provide a copy but will provide background information for the content of the Annual Report. If the RCP desires to include photography in the annual report, RCP may provide some of the photography but original photographs may still need to be taken as deemed appropriate by RCP. RCP will provide factual information for any graphs or charts to be included in the annual report. RCP will handle all printing and will be responsible for distribution costs. The consultant shall submit drafts of the annual report to RCP and make any revisions and corrections. For the initial draft of the report the consultant shall identify the sources used for the content information of the annual report; e.g, recent RCP newsletters, news articles, etc. There is no template in place. Sample Regional Center Annual Reports can be found on RCP's website www.regionalcenterpartnership.org under "Publications." The annual report shall be formatted to allow RCP to make any corrections or updates as needed. The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social and digital media outlets approved by RCP and for posting on RCP's website and other websites. The annual report shall also be submitted to RCP in PDF format to allow for electronic distribution via email.

Task 2: Media advertisements - Prepare up to four (4) advertisements focusing on the Somerset County Regional Center for newspaper, magazine, printed programs, social and digital media outlets and/or other media venues approved by RCP. The advertisements shall be approximately 3-4 months apart during the year unless advised otherwise by RCP. The advertisements are to be part of a public awareness campaign as well as to promote special events relevant to the Regional Center. Drafts of each advertisement must first be reviewed by RCP; the consultant shall make any corrections or revisions as identified by RCP to the draft advertisement before the advertisement is submitted to the media source.

Task 3: Newsletters - Develop up to six (6) one-page 2-sided 8.5" x 11" newsletters to be released to the public in intervals of approximately two (2) months featuring current initiatives, accomplishments, events and newsworthy articles relevant to the Regional Center. Sample newsletters may be found at www.regionalcenterpartnership.org under "Publications." RCP will not provide a copy but will provide background information for the text (meeting packets, meeting minutes, etc.). There is no template in place. The consultant will need to provide original photography. The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social and digital media outlets approved by RCP and for posting on RCP's website and other websites. The newsletter shall be formatted to allow RCP to make any corrections or updates as needed. The newsletters shall also be submitted to RCP in PDF format to allow for electronic distribution via email. The consultant shall assist RCP as needed in distributing the newsletters electronically including utilizing social and digital media outlets and/or other media venues approved by RCP.

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

press release is released. The consultant shall distribute the press releases electronically including utilizing social and digital media outlets and/or other media venues approved by RCP.

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

Task 6: Website updates - Provide up to four (4) quarterly updates to RCP's website. These updates generally include but are not necessarily limited to posting adopted meeting minutes and meeting packet information every two (2) months, adding other new content to 2-3 subpages and revising existing content as necessary. In 2019 the website was developed in WordPress as a base platform and programmed in PHP and MySQL.

Task 7: Track and quantify the RCP website visits

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

Task 8: Assist with a public outreach event

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

The consultant shall develop an advertisement template as well as an advertisement for publication in local newspapers, prepare two (2) press releases announcing the event, and shall utilize social and digital media outlets and/or other media venues approved by RCP to help advertise the event.

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

The message in the advertisement, press releases, and flyer shall be written to draw the attention of and motivate the targeted audience to attend the event; the

targeted audience may include local businesses, trade organizations, managers of corporate and industrial parks, economic development entities, and the public in the Regional Center.

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

Task 9: Prepare a brochure summarizing the public outreach event

Prepare a two-page 4 -sided 8 ½" x 11" brochure summarizing the information presented at the Regional Center Public Outreach Event described in Task 8 of this RFP. The event brochure shall include a statement summarizing any recommendations resulting from the public outreach event to be considered for implementation by the RCP, Somerset County and key stakeholders in the Regional Center area. The consultant shall submit a draft of the event brochure for review and editing by RCP; the consultant shall make any editorial changes as deemed necessary by RCP. The consultant shall submit a final version prepared in a digital magazine format to allow the document to be made available to the public using social and digital media outlets and/or other media venues approved by RCP and for posting on RCP's website and other websites. The brochure shall be formatted to allow RCP to make any corrections or updates as needed. The brochure shall also be submitted to RCP in PDF format to allow for electronic distribution via email. There is no template in place. Sample Regional Center brochures can be found on the Regional Center Partnership's website www.regionalcenterpartnership.org under "Publications."

SUMMARY OF PRODUCTS TO BE DELIVERED:

Task 1: Prepare Annual Achievements Report

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

Task 3: Prepare up to six (6) newsletters

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

Task 5: Provide website maintenance

Task 6: Provide website updates

Task 7: Track and quantify the RCP website visits

Task 8: Assist with a public outreach event

Task 9: Prepare a brochure summarizing the public outreach event

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.
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 professional credentials of the principals and other key personnel either working for the contractor and their areas of responsibilities.

4.3 Subcontractors

Respondents may engage the services of subcontractors for completion of this project. If their proposal involves any subcontractors, full details on the nature of the work to be performed by them and the location in which the work is to be performed must be provided. The respondent understands that, if selected, the owner prior to initiating any subcontracted work must approve the use of subcontractors in writing. (Refer to Section 2.11 and Item 2.11.1 for more details)

4.4 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
6. Disclosure of Investment Activities In Iran

4.5 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. 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 most advantageous price and other factors. The Regional Center Partnership reserves the right to reach out to the respondents to get clarification on proposals on specific items if necessary during the deliberation process.

Evaluation Team – RFP respondents are prohibited from contacting any member of the evaluation team directly without a formal invitation. If it is found that a respondent has attempted to discuss their proposal with a team member without an invite then their proposal may be deemed unresponsive. All questions during the evaluation period shall be directed to the Regional Center Partnership.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal are as 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.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

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.

5.4.3 Management, Experience and Personnel Qualifications

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

5.4.4 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.

5.4.5 Cost

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

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

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

- 1) Salary rate table identifying key personnel, job titles, and their salary rates.
- 2) Cost breakdown on a task basis, including labor, travel, overhead, and other necessary expenses. Food and beverages costs are excluded.
- 3) Direct and reimbursable expenses including rates charged for each type of expense. Food expenses are not a reimbursable expense.
- 4) Estimate of total cost to complete the products and services in accordance with the Scope of Work, Tasks 1-9, and total consultant costs shall not exceed the amount of **\$19,000.00 each year.**

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:

The term of this contract is for one year with option to renew the second year.

Year 1: March 21, 2020 –March 19, 2021

Year 2: March 20, 2021-March 18, 2022

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**

**Read,
Acknowledged,
Signed &
Submitted
Respondent's
Initial**

A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF RFP

- Ownership Statement - Stockholder Disclosure Certification
- Non-Collusion Affidavit
- EEO/Affirmative Action Compliance Notice – Submit Copy of State Certificate of Employee Information Report
- Proposal Cost Form/Signature Page
- Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)
- Other:

B. REQUIRED NO LATER THAN TIME PERIOD INDICATED

B.1 SUBMIT DOCUMENTS AT TIME OF RFP RESPONSE DUE DATE

- Qualification Statement
- Key Personnel Information
- Three (3) references for similar projects
- Projected project plan and timeline (Gantt Chart)
- CD or USB Flash Drive with PDF of RFP along with Printed Copies (Ref: Notice of RFP and/or Section 2.2)
- Disclosure of Activities in Iran

**B.2 MUST POSSESS CERTIFICATE BY CONTRACT AWARD DATE
"SUBMISSION OF CERTIFICATE WITH RESPONSE PREFERRED"**

- New Jersey Business Registration Certificate
- New Jersey Business Registration Certificate – Named /Listed Subcontractor(s)

B.3 MUST SUBMIT BY CONTRACT AWARD DATE

- Certificates of the Required Insurance naming Regional Center Partnership of Somerset County, Inc. Additionally Insured
- Evidence of Medical Malpractice or Professional Liability Insurance supply certificate prior to processing a purchase order

C. READ ONLY

- 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 Work 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:

**PRINCIPAL MARKETING SERVICES –YEAR 2020
CONTRACT #: RCP-COM-.....**

Scope of Work – Tasks 1-9, total auditing services costs shall not exceed the amount of **\$19,000.00 each year.**

Cost amount proposed by Respondent for SOW Tasks 1-9 for year one (1):

\$ _____

Cost amount proposed by Respondent for SOW Tasks 1-9 for year two (2):

\$ _____

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

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

PART 1

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO
COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2**

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FOR IS NOT REQUIRED.

- | | | |
|--|--------------------------|--------------------------|
| | <u>YES</u> | <u>NO</u> |
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. | | |
| IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2—4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is " YES ", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2—4 ANSWERED AS "YES".

If you answered "**YES**" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____				
ADDRESS 1 _____				
ADDRESS 2 _____				
CITY _____	STATE _____	ZIP _____		

NAME _____				
ADDRESS 1 _____				
ADDRESS 2 _____				
CITY _____	STATE _____	ZIP _____		

NAME _____				
ADDRESS 1 _____				
ADDRESS 2 _____				
CITY _____	STATE _____	ZIP _____		

NAME _____				
ADDRESS 1 _____				
ADDRESS 2 _____				
CITY _____	STATE _____	ZIP _____		

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	_____	ZIP

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u>	<u>PAGE #</u>

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Regional Center Partnership is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Regional Center Partnership to notify the Regional Center Partnership in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Regional Center Partnership, permitting the Regional Center Partnership to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

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

**NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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 Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____,
(Contract #)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered project; and that

all statements contained in said Proposal and in this affidavit are true and correct, and made with full

knowledge that the Regional Center Partnership relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract. I further warrant that no person

or selling agency has been employed or retained to solicit or secure such contract upon an agreement

or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees

or bona fide established commercial or selling agencies maintained by _____
(Name of Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

**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 Regional Center Partnership and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Regional Center Partnership files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Regional Center Partnership, 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 Regional Center Partnership 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 Regional Center Partnership 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 Regional Center Partnership. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.state.nj.us/treasury/contract_compliance).

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

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

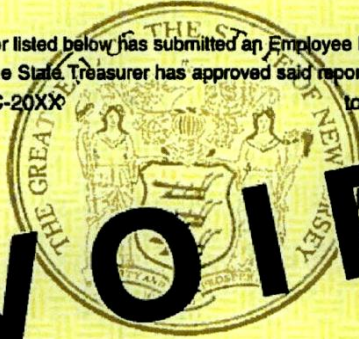
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**

VOID



State Treasurer

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. S121 01 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.

REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

PREFER WITH RFP RESPONSE, REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

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)

John S. Tully
Acting Director

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

REGIONAL CENTER PARTNERSHIP OF SOMERSET COUNTY
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

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

BID/RFP/Solicitation Number: _____

Bidder/Offeror: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

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 Regional Center Partnership 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 Regional Center Partnership to notify the Regional Center Partnership 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 Regional Center Partnership and that the Regional Center Partnership at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____