

SOMERSET COUNTY PARK COMMISSION



PURCHASING DIVISION
KAREN L. MCGEE
Purchasing Agent, QPA

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

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

REQUEST FOR QUOTATION

The Somerset County Park Commission is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFQ responses will be received by the Purchasing Agent on **May 20, 2016 at 2:00 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:

Seasonal Operation of the Warrenbrook Pool including: Seasonal Opening/Closing, Chlorine and Chemical Delivery, Repairs to Pumps, Filters, Pool Infrastructure as Needed
RFQ-0013-16

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us and the Somerset County Park Commission Website, www.somersetcountyparks.org . *

* All RFQ 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 – Somerset County
Date Posted to Website: May 12, 2016

1. Introduction

Warrenbrook Pool located at 500 Warrenville Road in Warren Township is an outdoor public aquatic facility operated by the Somerset County Park Commission. This seasonal facility operates between the middle of June through Labor Day.

Hours of operation are as follows:

- Weekends Only: June 11th, 12th, 18th, 19th - 12:00pm – 8:00pm
- June 24th through September 5: 12:00noon – 8:00pm Monday through Friday
11:00am – 8:00pm Saturdays, Sundays and Holidays
10:00am – 12:00pm – Swim Lessons Monday through Friday June 27th through August 5th

The pool is a Zee shaped Sylvan structure built in 1950. Bathing capacity is 225 and volume is 186,000 gallons. Filtration is a four tank arrangement of 36 inch high rate sand filters with an approximate turnover rate of 258 gpm. Sanitation is 360 gallon bulk chlorine sodium hypochlorite – 15% with two 80 gpd chemical feed pumps (Chemtrol 350, ph/PPM system). Pumping system comprised of three Haywood Pumps (230 V 11.2 amp., 60 hz single phase).

The pool is painted and filled to proper level by SCPC Recreation Maintenance Staff prior to opening. A dual main drain system with anti- vortex covers was installed in 2009. Upgrades designed to meet accessibility requirements, to include a battery operated lift access apparatus, were completed in 2013.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this quotation solicitation process, the subsequent Purchase Order and goods and or services delivery. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Somerset County Park Commission, hereinafter referred to as owners, to determine the quote as non-responsive and will be a factor in the determination of an award of a contract. The contents of the quote of the successful Respondent, as accepted by the owner, will become part of any Purchase Order awarded as a result of this RFQ.

2.1 Schedule

A schedule has been established for respondent quote, quote review, and selection of successful respondent. The dates established for the procurement are:

- | | |
|----------------------------|----------------------------|
| 1 Release of RFQ | Date: May 12, 2016 |
| 2 Proposal Due Date | Date: May 20, 2016 2:00 pm |
| 3 Evaluation Completed | Date: May 26, 2016 |
| 4 Purchase Order Execution | As services are required |

2.2 Proposal Submission Information

Submission Date and Time:

May 20, 2016 at 2:00 P.M.

One (1) Original & One (1) copy

Submission Office:

County Administration Building

Office of the Purchasing Agent

PO Box 3000

20 Grove Street, 3rd Floor

Somerville, NJ 08876

Clearly mark the submittal package with the title of this RFQ and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the one (1) copy.

Only those RFQ 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

Karren Newman

Manager, Recreation

2.4 County Representative for this Solicitation

Please direct all questions in writing to:

Karen L. McGee, QPA

Voice: (908) 231-7053

Fax: (908) 575-3917

Email: mcgee@co.somerset.nj.us

2.5 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFQ, 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.

2.6 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of Purchase Order. The liability of the owner shall be limited to the terms and conditions stated herein.

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.

2.7 Statutory and Other Requirements

2.7.1 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.

2.7.2 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 contractor 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 to the County a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFQ.

2.7.5 Non-Collusion Affidavit

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

2.7.7 Disclosure of Investment Activities in Iran

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

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

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

2.7.9 Insurance and Indemnification

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

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

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

2.7.10 HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as maybe 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 County 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 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.

2.9 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.

2.10 Commencement of Work

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

2.11 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 RFQ's.

Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.13 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.

2.14 Non-payment of Penalties and Interest on Overdue Bills

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

2.15 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.

2.18 W-9

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

3. Scope of Work

Pool opening: To be completed by June 9, 2016

1. Secure liquid chlorine delivery.
2. Remove plugs from skimmers.
3. Prime Filters, Pumps, Chemical Delivery System.
4. Start filtration system on waste cycle and run for 15 minutes.
5. Turn system off, switch to filter cycle and turn system on.
6. Insure that all systems are functioning properly.

Repairs:

1. Respond to calls for non-emergency repairs, chlorine delivery, operational questions, and balancing chemical delivery from SCPC Recreation Maintenance Staff and/or Facility Managers as necessary within 24 hours.
2. Respond to calls for emergency repairs from SCPC Recreation Maintenance Staff and/or Facility Managers as necessary within 2 hours.
3. Repairs may include but not be limited to: Pump failure repair or replacement, Chemtrol repair, filter valve and gauge repair, infrastructure repair to mains, returns, scum line tile, skimmers, pool tank seams and walls, and the sanitation delivery system.
4. Hourly rate for repairs and discount on all replacement parts and or materials.
5. Provision of water balancing chemicals which may include but not be limited to: liquid chlorine, PH balance, hydrochloric acid, and water clarifying agents.

Pool Closing: To be completed after September 6, 2016.

Water level will be lowered to the appropriate level by the SCPC Recreation Staff prior to closing.

1. Back wash filtration system.
2. Blow out all skimmer lines.
3. Empty main and return lines.
4. Fill all appropriate lines with anti-freeze and secure for winter.
5. Apply skimmer plugs.
6. Shut down and secure all mechanical systems.

4. Proposal Requirements

4.1 Proposal Forms

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

1. Proposal Cost Form/Signature Page
2. Non-Collusion Affidavit
3. Stockholder Disclosure
4. EEO/Affirmative Action Statement
5. Disclosure of Investment Activities in Iran

5. Evaluation, Review and Selection Process

5.1 Quotes to Remain Subject to Acceptance

Quotes shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals. The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

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

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Quote Requirements, based upon the Evaluation Criteria. The highest-ranking respondent will then be awarded of contract, based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal is price and other factors. 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

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 Ability to Complete the Services in a Timely Manner

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

5.4.4 Cost

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

5.5 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the review committee. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

5.6 Payment

Payment will be made on presentation of owner's duly signed and executed accomplished by an itemized invoice.

**SOMERSET COUNTY PARK COMMISSION
QUOTATION PROPOSAL FORM**

TO THE SOMERSET COUNTY PARK COMMISSION:

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 quote and agrees, if this bid is accepted, to furnish and deliver services per the following:

Total Cost

Pool Opening: Remove plugs from skimmers, prime filters, pumps, chemical delivery system, start filtration system on waste cycle and run for 15 minutes, turn system off, switch filter cycle and turn system on, insure all systems are functioning properly

Pool Closing: Backwash filtration system, blow out all skimmer lines, empty main and return lines, fill all appropriate lines with anti-freeze and secure for winter, apply skimmer plugs, shut down and secure all mechanical systems

Repairs

Hourly Rate for Repairs \$ /per hour
 % off of List Price for Parts Used in Repairs %

Chemicals	Estimated Quantity	Cost Per Unit Delivered
Chlorine	2500 gallons	
Algaecide 50	24 Quarts	
Ultra Clear 4-N-1 Clarifier	16 Bottles	
3" Chlorine Tabs for the Skimmers	50 Pounds	
Granular Chlorine	400 Pounds	
Muriatic Acid	5 Gallons	
PH Increaser	5 Gallons	
Shock	100 Pounds	

The undersigned is a (Corporation)
 (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

 Title of Authorized Agent Date

 Telephone Number Email Address

 Fax Number

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

**FAILURE OF THE BIDDER 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 Bidder 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 of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

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

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

SOMERSET COUNTY PARK COMMISSION

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.

SOMERSET COUNTY PARK COMMISSION

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 BID RESPONSE

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 BID RESPONSE

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:

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

SOMERSET COUNTY PARK COMMISSION
County of Somerset New Jersey
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: _____