



COUNTY OF UNION

REQUEST FOR QUOTATIONS FOR

The Provision of:

ECONOMIC DEVELOPMENT & MARKETING CONSULTING SERVICES

*One (1) Original Paper hard copy and
One (1) PDF electronic copy on a CD or Thumb Drive*

SUBMISSION DEADLINE

**FEBRUARY 4, 2014
11:00 A.M.**

ADDRESS ALL SEALED PROPOSALS TO:

Department of Economic Development

Union County Administration Building

10 Elizabethtown Plaza

Elizabeth, NJ 07207

Attn: Kathleen Adessa

"RFQ - Economic Development and Marketing Consulting Services"

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUOTATIONS

County of Union
10 Elizabethtown Plaza
Elizabeth, NJ 07207

CONTACT PERSON

Frank Guzzo, Director
Department of Human Services
10 Elizabethtown Plaza, 2nd Floor
Elizabeth, NJ 07207
Phone - (908) 527-4808/ Fax - (908) 527-4875 / Email - fguzzo@ucnj.org

SEALED QUOTATIONS

Proposer must submit One (1) Original Paper hard copy and One (1) PDF electronic copy on a CD or Thumb Drive in a sealed envelope labeled "Quotations for Economic Development and Marketing Consulting Services" addressed in accordance with the front page of this document.

PURPOSE OF REQUESTS

The County of Union is requesting quotations from qualified individuals and firms to provide Economic Development and Marketing Consulting Services of a specialized nature to the County.

TENTATIVE PERIOD OF CONTRACT

January 1, 2014 through December 31, 2014 with the County's option to extend for an additional year covering the period of January 1, 2015 through December 31, 2015.

CONTRACT FORM

The successful proposer shall be required to execute the County's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft County form contract is available upon request. Failure on the part of the successful proposer to execute said agreement within ten (10) business days of award may result in termination of the award.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THE REQUEST FOR QUOTATIONS FOR:

ECONOMIC DEVELOPMENT & MARKETING CONSULTANT SERVICES

- I. **COUNTY OF UNION FACTS AND FIGURES** - The County of Union is a legal, governmental entity. The County was incorporated in 1857 and operates under N.J.S.A 40:41A-1 et seq., "the Optional County Charter Law." - County Manager Plan. The legislative authority and responsibilities of the County of Union is vested in the elected nine-member Board of Chosen Freeholders. The Board sets policy, adopts the operating and capital budgets for the County, enacts ordinances and sets the direction of how the County of Union will provide government services. The County Manager is the County's chief executive officer and carries out the policies adopted by the Freeholder Board.

The County's population is approximately 536,500 and it consists of approximately 103.4 square miles of area. The County employs approximately 2,500 people in about 12 departments and agencies. It owns administration buildings, courthouse buildings, a hospital, parks and recreation facilities, and correctional services facilities consisting of detention facilities for men, women and juveniles.

The County's operating budget is approximately \$493 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

- II. **NATURE/SCOPE OF SERVICES** - The County of Union is requesting quotations from qualified individuals and firms to provide Economic Development & Marketing Consultant Services.

The County of Union will negotiate a fixed price basis contract. The scope of services, which the consultant must be prepared and qualified to provide, are as follows:

A. Consulting services to revitalize the County, including increasing the tax base, attracting jobs, attracting and retaining businesses, and providing for affordable housing.

1. Promote investment in Union County through economic development activities.

2. Promote the County's unique location and access.

B. Improving the quality of life for Union County residents and visitors by offering services of interest and importance to the community.

D. Clearinghouse for issues affecting the residents, business and industry of Union County

1. Address transportation system and planning of same.
2. Offer seminars for the general public on topics of interest and where further information is required.
3. Offer seminars and networking events for small businesses
4. Provide educational opportunities
5. Improve the job readiness of the County workforce

E. Participate in various programs and opportunities for planning and promoting Union County such as the Together North Jersey Initiative, NJTPA, Brownfields Redevelopment.

F. Provide a publication to be a source of information for Union County households of activities, events and other news in Union County.

1. The publication shall be at least issued quarterly. It shall be available both printed and on-line formats.

2. It shall reach the maximum number of households, not less than 200,000 households.

G. Conduct a baseline study to determine demographics and economics of Union County in present day.

H. Seek funding resources including grants, sponsorships, memberships.

III. **SPECIALIZED REQUIREMENTS:**

Consultants should possess qualifications and expertise in the following areas:

Representation and knowledge about various sectors of the County, including government agencies, higher education, corporations including major employers, building trades, utility companies, health care.

Knowledge of Brownfields Redevelopment, transportation policies, economic development, federal, state and local government.

IV. **STANDARD REQUIREMENTS OF TECHNICAL QUOTATION PROPOSAL** -

Proposers should submit a technical quotation proposal which contains the following:

- A. The full legal name of the proposer, its principal place of business and, if different, the place where the services will be provided;
- B. Proposer must have a minimum of ten (10) years of experience in economic development and marketing and a minimum of five (5) years experience servicing the County of Union or other governmental entities;
- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed;

A description of all other areas of services of the proposer, with emphasis on a description of those services of interest to a County government client;

- E. A statement that the proposer will comply with the General Terms and Conditions required by the County and enter into the County's standard Professional Services Contract;
- F. All forms attached at the end of this document:
 - Proposer Signature Page;
 - Vendor References;
 - Business Registration Certificate;
 - Stockholder Disclosure Certification;
 - Non-Collusion Affidavit;
 - Affirmative Action Requirement;
 - American with Disabilities Requirement;
 - Business Disclosure Certification;
 - Acknowledgment of Receipt of Addendum/ Addenda (if applicable);

- V. **QUOTATION** - Proposers shall submit a detailed budget and quotation which shall describe any or all cost associated with said services. Please include a Cost Quotation sheet at the end of this quotation package and include with your submission. The County does not provide payment for or reimbursement for travel.

VI. **QUOTATION PROPOSAL EVALUATION** - The County will select the most advantageous quotation based on all of the Evaluation Factors set forth at the end of this RFQ. The County will make the award(s) that is in the best interest of the County.

Each quotation proposal must satisfy the objectives and requirements detailed in this RFQ. The successful proposer shall be determined by an evaluation of the total content of the quotation proposal submitted. The County reserves the right to:

- A. Not select any of the quotations;
- B. Select only portions of a particular proposer's quotation proposal for further consideration; (However, proposers may specify portions of the quotation proposal that they consider "bundled".)
- C. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous quotation; every quotation proposal shall be considered irrevocable through this time period.

The County shall NOT be obligated to explain the results of the evaluation process to any proposer.

The County may require proposers to demonstrate any services described in their quotation proposal prior to award.

VII. **QUOTATION PROPOSAL LIMITATIONS** - This RFQ is NOT intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the County by issuance of this RFQ. The County reserves the right at the County's sole discretion to refuse any quotation submitted.

VIII. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the County to the proposer in connection with this RFQ shall remain the property of the County. When in tangible form, all copies of such information shall be returned to the County upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the County or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

IX. GENERAL TERMS AND CONDITIONS -

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT**
 Unless the proposer is specifically instructed otherwise in the RFQ documents, the following terms and conditions shall apply. These terms are in addition to the terms and conditions set forth in the RFQ and should be read in conjunction with same unless the RFQ specifically indicates otherwise.

The statutes, laws, ordinances and/or codes applicable to the work or contract require strict compliance.

1.1. **BUSINESS REGISTRATION CERTIFICATE- MANDATORY REQUIREMENT.**

P.L.2009, C.315, REQUIRES THAT EFFECTIVE JANUARY 18, 2010; A CONTRACTING AGENCY MUST RECEIVE PROOF OF THE PROPOSER'S BUSINESS REGISTRATION PRIOR TO THE AWARD OF CONTRACT. HOWEVER, THE PROOF MUST SHOW THAT THE PROPOSER WAS IN FACT REGISTERED WITH THE STATE OF NEW JERSEY, DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, AND OBTAINED THE BUSINESS REGISTRATION PRIOR TO THE RECEIPT OF CONTRACT DOCUMENTS.

If Subcontractors are named in the contract documents, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the proposer the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of contract documents.

Proof of business registration shall be a copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue, or a copy of the web printed version printed version provided by the Department of Revenue.

1.2. **SALES AND USE TAX.**

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32b-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Note the County is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The

County's Federal Excise Tax Exemption number is 22-6002481.

1.3. **ANTI-DISCRIMINATION.**

All parties to any contract with the County agree not to discriminate in employment and agree to abide by the New Jersey Law Against Discrimination, including those contained within N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

1.4. **AFFIRMATIVE ACTION.**

The Contractor acknowledges receipt of Affirmative Action Exhibit A below and the Contractor agrees to comply with NJSA 10:5-31 et. seq. and NJAC 17:27. (copy of form attached)

1.5. **AMERICANS WITH DISABILITIES ACT. - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES.**

The contractor must comply with all provisions of the Americans With Disabilities Act of 1990, as set forth below (copy of form attached).

1.6. **PAY TO PLAY PROHIBITIONS.**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- a. make or solicit a contribution in violation of the statute;
- b. knowingly conceal or misrepresent a contribution given or received;
- c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- d. make or solicit any contribution on the condition or with the contract that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee;
- e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or

- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

1.7. **POLITICAL CONTRIBUTION DISCLOSURE.**

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A.19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

1.8. **GOVERNING LAWS AND JURISDICTION.**

It is agreed and understood that any contracts under this Contract shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey. Any disputes arising between the parties shall, in the first instance, be referred to mediation for resolution, and failing that, through litigation in an appropriate court of competent jurisdiction venued in Union County.

2. **INDEMNIFICATION AND INSURANCE**

2.1. **INDEMNIFICATION.**

The Contractor's liability to the County and its employees in third party suits shall be as follows:

- a. Indemnification for Third Party Claims - The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- b. The Contractor further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically

injured or destroyed, which may arise out of or be caused by the actions, activities or omissions of the Contractor's employees, subcontractors and agents in connection with the performance of the work as outlined in this contract.

- c. The Contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.
- d. In the event of a patent and copyright claim or suit, the Contractor, at its option, may: (1) procure for the County the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

2.2. **INSURANCE.**

The Contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The Contractor shall provide the County with current certificates of insurance for all coverage and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the County. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The Contractor shall not begin to provide services or goods to the County until evidence of the required insurance is provided and approved. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the County of Union, Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 in the Certificate Holder box. The certificates and any notice of cancelation shall be mailed to the County at:

Office of the County Counsel
County of Union
Administration Building
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

- The insurance to be provided by the Contractor shall be as follows:
- a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$2,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the County, its Board of Chosen Freeholders, officers and employees as

"Additional Insured" and include the blanket additional insured endorsement or its equivalent.

- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits a liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. The County must be named as an "Additional Insured" (see Paragraph (e) below for exact language to use) and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the County's behalf or on County controlled property.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
 \$1,000,000 DISEASE EACH EMPLOYEE
 \$1,000,000 DISEASE AGGREGATE LIMIT

- d. Commercial Automobile Liability Insurance:
 Also, if County vehicles are being used the policy shall include Hired/Non-Owned coverage for the operation of the County's vehicles with limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage. If County vehicles are being used by the bidder/proposer in the performance of this contract, then in that event, Hired Non-Owned coverage for the operation of the County's vehicles shall be required
- e. Additional Insured: the County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants are included as Additional Insured under all policies except workers compensation.
- f. Coverage on Primary and Non-contributory Basis: The Certificate of Insurance should indicate that all insurance coverage will be provided on a primary and non-contributory basis to the County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants.
- g. Cancellation Notice: Cancellation notice of all certificates or evidence of insurance shall provide that 30 day notice of cancellation, non-renewal or material change will be provided to the Additional Insured. The words "endeavor to" and "failure to do so shall impose no obligation or liability of any kind whatsoever on the Insurer, its Agents or Representatives" shall be stricken from the certificates.

- h. Waiver of Subrogation: in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants on all polices.
- i. If applicable to the services Professional Liability Coverage in the amount of not less than three million dollars (\$1,000,000) for each claim.

NOTE: Satisfaction of general and automobile liability requirements can be met by excess or umbrella coverage.

3. GENERAL TERMS GOVERNING ALL CONTRACTS

3.1. **CONTRACTOR IS INDEPENDENT CONTRACTOR.**

In the performance of this contract, the Contractor, its officers, employees, subcontractors, suppliers, agents or representatives will act in an independent capacity and NOT as officials, agents or employees of the County.

It is expressly understood and agreed that the Contractor and its officers, employees, subcontractors, suppliers, agents and representatives shall in no event, as a result of the Agreement, be entitled to any benefit to which Union County employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits

3.2. **CONTRACT TERM AND EXTENSION OPTION.**

If, in the opinion of the County, it is in the best interest of the County to extend a contract, the contractor shall be so notified of the County's intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the County's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the extended contract shall be governed by NJSA 40A:11-15 as applicable.

3.3. **COUNTY'S OPTION TO REDUCE SCOPE OF WORK.**

The County has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract.

4. TERMS AND CONDITIONS

4.1 **SUBCONTRACTING.**

If the Contractor uses a subcontractor to fulfill any of its obligations, the Contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all

applicable laws.

4.2 ASSIGNMENT OR TRANSFER.

The Contractor may not assign, transfer, convey any of its responsibilities under the contract, in whole or in part, or otherwise dispose of this contract to any third party or entity, and this contract may not be involuntarily assigned or assigned by operation of law without prior written consent of the County, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of this contract shall be null and void as to assignor and assignee. If such a transfer without consent occurs, the County may refuse to carry out its contract with either the Assignor or Assignee, and reserves all rights of action for breach of the contract.

The County reserves the right to assign or transfer the contract to any person, office or entity as it deems appropriate.

4.3 AVAILABILITY OF FUNDS.

The obligations of the County under this contract are contingent upon the availability of appropriated funds and receipt of revenues on an annual basis from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless and until funds are appropriated each fiscal year. No work shall be performed until the Contractor has received assurances that sufficient funds exist. If funding is not authorized or approved, such events shall not constitute a default.

4.4 TERMINATION WITHOUT CAUSE.

The performance of work under this contract may be terminated by the County without cause upon thirty (30) days' notice. Any such termination shall be effected by delivering to the contractor a Notice of Termination specifying the extent to which performance of the work under this contract is terminated and the date on which termination becomes effective. In no event, however, shall the contractor be paid for loss of anticipated profits or consequential damages.

4.5 TERMINATION FOR CAUSE.

The County may, by written notice of default to the Contractor, and without prejudice to any other right or remedy, terminate this contract under any one of the following circumstances if the Contractor does not cure such default within a period of ten (10) days (or such longer periods as the County may authorize in writing) after providing notice to the contractor specifying such failure:

- a. If the Contractor refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;
- b. If the Contractor disregards laws, ordinances, rules, regulations or orders;
- c. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms;
- d. If the Contractor files a petition in bankruptcy, becomes insolvent, ceases its operation, makes an Assignment for the Benefit of Creditors or any similar action that affects the rights, affairs or property of the County.

4.6 **CONTRACTOR LIABILITY UPON TERMINATION.**

The County shall hold the Contractor liable for actual damages permitted under the laws of the State of New Jersey arising out of or resulting from the termination of the contract.

The County may also hold the Contractor liable for all incidental and consequential damages permitted under the laws of the State of New Jersey arising or resulting from the termination of the contract.

4.7 **FORCE MAJEURE.**

Neither party shall be liable for any damages if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but are not restricted to terroristic acts, acts of God, acts of the County solely in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of either the contractor or its subcontractor(s). When such a cause arises, either party shall notify the other immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform.

4.8 **RIGHTS AND REMEDIES.**

The rights and remedies of the County shall not be exclusive and are in addition to any other rights under the contract or under applicable law.

In the event the County is required to undertake any legal action to enforce its rights and remedies under the contract, the County shall be entitled to recover reasonable attorney fees and costs in the event the County prevails against the contractor.

4.9. **INSPECTION AND AUDIT.**

The Contractor shall maintain accounting records in a manner so as to enable the County to easily audit and examine any books, documents, papers, and records maintained in support of the contract. Such records shall consist of sufficient documentation to support all invoices and shall adhere to customary and accepted accounting practices. The Contractor agrees that the County shall have the right to examine any of the Contractor's records that are directly related to this contract. All such documents shall be made available to the County for inspection and/or copying at its request and upon not less than three (3) business days and shall be clearly identifiable as pertaining to this contract. The County may, at its option, retain at its expense, a certified public accounting firm of its own choice to conduct periodic audits.

Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the County or its designee upon request.

If requested, the contractor shall deliver to the County all background material prepared or obtained by the contractor relating to the performance of this contract. Background material is defined as original work papers, notes and drafts prepared by the contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

4.10. **MERGERS OR ACQUISITIONS.**

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the County as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the County, which may include but need not be limited to: political contribution disclosures, business entity disclosures, corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the County must be so notified. All responsible parties of the dissolved business entity must submit to the County in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the County and the County approves the new performing party.

4.11. **CONTRACT AMENDMENT.**

Except as provided herein, the contract may only be amended by written contract of the County and the contractor.

4.12. **WAIVER.**

No term or provision hereof shall be deemed waived and no breach excused by the County unless such waivers shall be in writing and signed by the party claimed to have waived or consented to the term or provision.

Any consent by the County of Union to, or waiver by the County of Union of, a breach by the contractor, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

4.13. **SEVERABILITY.**

If any provision of this contract, or application thereof to any person or circumstance, is held invalid or unenforceable, such invalidity shall not void the entire contract or affect other provisions or applications of this contract which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

4.14. **ENTIRE CONTRACT.**

These terms and conditions, the RFQ specifications, the mandatory minimum requirements, and the forms, contract documents, and contractor's proposal/quotation, as applicable, shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written contracts between the parties.

5. **TERMS RELATING TO PRICE AND PAYMENT**

Unless otherwise agreed to in writing by the County, all prices quoted shall be firm through issuance of contract or purchase order and shall not be

subject to increase during the period of the contract.

6. **PAYMENT**
Unless otherwise stated in the scope of work, payment requests shall be submitted to the respective County Department every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered.
7. **OPRA (Open Public Records Act)**
Pursuant to the Open Public Records Act, N.J.S.A. 47:A-1.1 et seq. (OPRA), all information and documentation received in response to this Request for Quotations documents will become the property of the County of Union. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the County unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your contract documents are requested pursuant to OPRA.
8. **COOPERATION WITH OTHER VENDORS**
The Consultant shall fully cooperate with other consultants/vendors of the County of Union, the County of Union's employees, or the employees of others as may be required by circumstances or directed by the County of Union.
9. **DELIVERIES**
Quotation proposals may be hand delivered or mailed consistent with the provisions of the Legal Notice to Proposers. In the case of mailed quotation proposals, the County assumes no responsibility for quotation proposals misdelivered or received after the designated date and time and will return late quotation proposals unopened. Quotation Proposals will not be accepted by facsimile or e-mail.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD
(To be completed by County evaluation committee)

EVALUATION FACTORS

- A. **Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned**
- B. **Knowledge of the County of Union and the subject matter to be addressed under this engagement**
- C. **Relevance and Extent of Similar Engagements performed**
- D. **Technical Quotation Proposal contains all required information**
- E. **Reasonableness of Cost Quotation**

REQUEST FOR QUOTATION CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR ROPOSAL:
 Please initial below, indicating that your quotation proposal includes the itemized document.

A QUOTATION WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.
 INITIAL BELOW

DOCUMENT TITLE	INITIALS
<ul style="list-style-type: none"> • One (1) original and one (1) electronic copy of your entire quotation proposal in PDF format on a CD or Thumb Drive Please include all information and affirmative statements as required in the section entitled "Standard Requirements of Technical Quotation Proposal" 	
<ul style="list-style-type: none"> • PROPOSER SIGNATURE PAGE 	
<ul style="list-style-type: none"> • CONSULTANT REFERENCES 	
<ul style="list-style-type: none"> • BUSINESS REGISTRATION CERTIFICATE 	
<ul style="list-style-type: none"> • STOCKHOLDER DISCLOSURE CERTIFICATION 	
<ul style="list-style-type: none"> • NON-COLLUSION AFFIDAVIT 	
<ul style="list-style-type: none"> • AFFIRMATIVE ACTION REQUIREMENT 	
<ul style="list-style-type: none"> • AMERICANS WITH DISABILITIES ACT 	
<ul style="list-style-type: none"> • AFFIDAVIT OF NO CONFLICT OF INTEREST 	
<ul style="list-style-type: none"> • BUSINESS DISCLOSURE CERTIFICATION 	
<ul style="list-style-type: none"> • ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ ADDENDA (if applicable) 	
<ul style="list-style-type: none"> • COST QUOTATION SECTION 	

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its quotation. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS

 PRINT NAME OF COMPANY

 SIGNATURE OF AUTHORIZED PROPOSER

 PRINT NAME OF AUTHORIZED PROPOSER

PROPOSER SIGNATURE PAGE

1. If doing business under a trade name, partnership or a sole proprietorship, you must submit the proposal under exact title of the trade name, partnership, or proprietorship, and the proposal must be signed by either the owner or a partner and witnessed by a notary public.
2. If a Corporation, the proposal must be signed by the President or Vice President and witnessed by Corporate Secretary, (Corporate title must be exact) and affix corporate seal.
3. Other persons authorized by Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages).
4. The Person who signs this proposal form must also sign the Non-Collusion Affidavit.

You cannot witness your own signature.

<p>_____ SIGNATURE CORPORATE SECRETARY</p> <p>_____ PRINT NAME AND TITLE CORPORATE SECRETARY</p> <p>AFFIX CORPORATE SEAL</p>	<p>_____ NAME OF PROPOSER</p> <p>_____ ADDRESS OF PROPOSER</p> <p>_____ TELEPHONE: _____</p> <p>FAX: _____</p> <p>EMAIL: _____</p> <p>BY: _____</p> <p>_____ SIGNATURE</p> <p>_____ DATE</p> <p>_____ PRINT OR TYPE NAME AND TITLE</p>
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WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR PROPOSAL AS NON-RESPONSIVE.

CONSULTANT REFERENCES

Proposer shall provide a list of current references, with contact names, email addresses, phone number and years servicing the entity, which the County of Union may use in reference checking. Proposers should include a minimum of three to five references with their quotation proposal.

For each reference please include the following information. Add additional pages if desired.

	ENTITY AND CONTACT NAME	EMAIL	TEL. NO.	Years Servicing Entity
1				
2				
3				
4				
5				

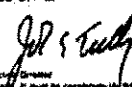
BUSINESS REGISTRATION CERTIFICATE Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

If subcontractors are named on the proposal, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of proposals.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 288 TRENTON, NJ 08646-0288
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION: 970-087-3622/006	SEQUENCE NUMBER: 0007330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	This Certificate is NOT assignable or sub-leased. It shall be returned to the issuer if shown otherwise.	
FORM-BRC(08-03)		

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: 206-4181-411/202,653	

ATTACH BRC HERE

County of Union RFQ - Economic Development and Marketing Consulting Services

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Failure of the Proposer 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.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

LEGAL NAME OF PROPOSER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Partnership | | |
| <input type="checkbox"/> Subchapter S Corporation | | |

Complete if the Proposer/respondent is one of the 3 types of corporations:

Date Incorporated: _____ Where Incorporated: _____

BUSINESS ADDRESS:

Street Address	City	State	Zip
Code			

Telephone #	Fax #
-------------	-------

Pursuant to N.J.S.A. 52:25-24.2, also referred to as P.L. 1977, c. 33, no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the Proposal or accompanying the Proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Further, the Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations. Proposers are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the Proposer to submit the required information is cause for automatic rejection of the Proposal.

STOCKHOLDER DISCLOSURE CERTIFICATION - (Continued)

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

NAME	HOME ADDRESS	TITLE	% OF OWNERSHIP
1.			
2.			
3.			
4.			
5.			

If one or more of the owners of the Proposer/ Respondent is itself a corporation or partnership, then for that corporation or partnership owner you must set forth the name, home address, title and percentage of ownership of every person who is an owner of that corporation or partnership.

NAME OF OWNERSHIP	HOME ADDRESS	TITLE	%
1.			
2.			
3.			
4.			
5.			

Subscribed and sworn before me this _____ day of _____,

(Affiant)

_____, 2_____.
(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ (name of affiant) residing in _____ (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 _____ (title or position) of the firm of _____ (name of firm) _____ the Proposer making this Quotation Proposal for the RFQ entitled _____ (title of proposal), and that I executed the said proposal with

full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY 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 established commercial or selling agencies maintained by _____.

Subscribed and sworn to
before me this _____ day of _____, 20_____

Signature (Original signature only;
stamped signature not accepted)

(Type or print name of affiant under signature)

Notary public of the State of _____

My Commission expires _____

(Seal)

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST: 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.
Note to Proposer: The person who signed the Proposal form for the Proposer should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR PROPOSAL WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. Procurement, Professional & Service Contracts

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

A photocopy of your Certificate of Employee Information Report

OR

A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest Proposer.

Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Print or type NAME and TITLE here

Print or type 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, 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 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, any 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 this Agreement or otherwise at law.

Name _____ (Please print or type)

Signature _____ Date _____

BUSINESS DISCLOSURE STATEMENT

(To be submitted with quotation proposal)

(a) Is or was anyone in your firm or company a member of the County freeholder board within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes _____ No _____

Name Position Relationship

(b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes _____ No _____

Name Date

(c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes _____ No _____

Name Position Term

(d) Reason for censure:
Has the firm been found liable for professional malpractice in the last 5 years?

Yes _____ No _____

Reason for Action:

(e) Has any member of your firm ever been barred from doing business with any state, county or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes _____ No _____

Name State, County or Municipality Date

(f) Has your firm sued the County of Union in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes _____ No _____

Name Date

(g) Is your business currently in good standing with the State of New Jersey with all tax obligations and annual fees paid?

Yes _____ No _____

If no, please explain.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA

The undersigned proposer hereby acknowledges receipt of the following Addenda(s):

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of PROPOSER)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Please Do Not submit if you did not receive Addendum/Addenda