



**SOMERSET COUNTY PARK COMMISSION  
PUBLIC NOTICE OF REQUEST FOR PROPOSALS  
FOR ENTERTAINMENT CONSULTING SERVICES  
FOR SUMMER CONCERTS AT DUKE ISLAND PARK**

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 RFP responses will be received on Friday, November 6, 2009 at 2:45pm at the Somerset County Park Commission headquarters located in North Branch Park at 355 Milltown Road, Bridgewater, New Jersey 08807 at which time and place responses will be opened for:

**Entertainment Consulting Services – Summer Concerts at Duke Island Park**

**RFP -06-10-09**

Specifications and instructions may be obtained from the Purchasing Office at the Somerset County Park Commission headquarters, on the Commission website, at [www.somersetcountyparks.org](http://www.somersetcountyparks.org) or on the Somerset County website at [www.co.somerset.nj.us](http://www.co.somerset.nj.us)

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

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.S.A. 17:27 et seq.) A copy of your NJ Business Registration Certificate (NJBRC) shall be submitted with your proposal.

Jane Marie Foti, RPPO  
Acting Purchasing Agent

## **1. Introduction**

This contract is to furnish and deliver artist talent for a series of ten free public concerts to be held in the summer of 2010 at Duke Island Park and the Fourth of July concert at North Branch Park, Bridgewater, New Jersey.

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

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Somerset County Park Commission, hereinafter referred to as Commission, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the Commission, will become part of any contract awarded as a result of this RFP.

### **2.1 Schedule**

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

- 1 Release of RFP: Tuesday, October 13, 2009
- 2 Proposal Due Date: Friday, November 6, 2009
- 3 Governing Body Action: Thursday, December 10, 2009

### **2.2 Proposal Submission Information**

Opening Date and Time: Friday, November 6, 2009 at 2:45pm

Submission Office: Somerset County Park Commission  
355 Milltown Road  
Bridgewater, New Jersey 08807

In a sealed envelope, please submit one (1) Original and three (3) copies. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Acting Purchasing Agent. The original proposal shall be marked to distinguish it from the three (3) copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### **2.3 Using Department Information**

The Using Department for these services is:

Leisure Services  
Somerset County Park Commission  
PO Box 5327  
North Branch NJ 08876  
Voice: (908) 722-1200 ext 232  
Fax: (908) 722-6592  
Email: [csullivan@scparks.org](mailto:csullivan@scparks.org)

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

Please direct all questions in writing to:

Jane Marie Foti, RPPO  
Acting Purchasing Agent  
Somerset County Park Commission  
PO Box 5327  
North Branch NJ 08876  
Voice: (908) 722-1200 ext. 245  
Fax: (908) 722-6592  
Email: [foti@co.somerset.nj.us](mailto:foti@co.somerset.nj.us)

### **2.5 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Commission's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

## **2.6 Quantities of Estimate**

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The Commission 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 Commission to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **2.7 Cost Liability and Additional Costs**

The Commission assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the Commission shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Commission, are not to be billed and will not be paid.

## **2.8 Statutory and Other Requirements**

### **2.8.1 Compliance with Laws**

Any contract entered into between the contractor and the Commission must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.8.2 Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

### **2.8.3 Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

#### **2.8.4 Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the Commission a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

#### **2.8.5 Non-Collusion Affidavit**

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

#### **2.8.6 N.J. Business Registration Certificate**

A New Jersey Business Registration Certificate is required pursuant to C57, PL2004. A copy of the BRC shall be provided with the proposal. 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.nj.gov/dca/lgs/lpcl/index.shtml#BusinessRegistration>

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

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

### **2.8.8 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 Commission 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 his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the Commission from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any Commission 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.

### **2.9 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.

### **2.10 Failure to Enter Contract**

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

### **2.11 Commencement of Work**

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

### **2.12 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 Commission 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 Commission 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 Commission 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 Commission under this provision. In case of default by the contractor, the Commission may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

### **2.13 Non-allocation of Funding Termination**

Each fiscal year payment obligation of the Commission is conditioned upon the availability of Commission funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Commission at the end of any particular fiscal year may terminate such services. The Commission will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Commission to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

### **2.14 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing to the Acting Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the Commission or the award of contract.

### **2.15 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.

The Commission 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.

## **2.16 Non-payment of Penalties and Interest on Overdue Bills**

New Jersey State Law requires that public funds be used to pay only for goods delivered or services rendered. Somerset County Park Commission 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 Somerset County Park Commission to pay additional fees.

## **2.17 Ownership of Material**

The Commission shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Commission 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 Commission 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 Commission, 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 Commission pursuant to this contract shall belong exclusively to the Commission. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the Commission 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 Commission. All information supplied to the Commission may be required to be supplied on CD-ROM media compatible with the Commission's computer operating system, windows based, Microsoft Office Suite 2003.

## **2.18 W-9**

Successful bidder/respondent shall complete a 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**

This RFP solicits requests for securing artist talent for approximately ten public concerts to be held on Sunday evenings from late June until the end of August at Duke Island Park, Bridgewater, New Jersey, as well as for the Fourth of July Family Festival at North Branch Park, Bridgewater, New Jersey. The Sunday concerts average an audience of 3,000 people weekly. The Fourth of July Family Festival has an audience of 10,000. The approximate budget for artist talent for the season is \$60,000.

Musical styles vary each week and include performances ranging from jazz, big band, country, bluegrass, reggae, oldies, light rock, classical, and Zydeco. Consultant must demonstrate evidence of successful past productions of concerts of this magnitude. Consultant must be able and willing to research talent that meets the demographics of the Somerset County community, and also to accept talent ideas from the Somerset County Park Commission.

Consultant must be able and willing to negotiate for a flat fee to be paid to performer(s).

Consultant must be able and willing to obtain stage plots and riders to be provided to the Somerset County Park Commission for production. Consultant must also be willing to work with the production company selected by the Somerset County Park Commission to provide needed information for sound and lighting.

Consultant will be responsible for securing all necessary permits and certificates needed for artist to appear in the public venue.

In the proposal, please provide:

1. The rate of compensation for providing entertainment consulting services.
2. Qualifications and references, demonstrating production of concerts of the various styles included in the Somerset County Park Commission concert schedule. (see 4.1)

## **4. Proposal Requirements**

### **4.1 Qualification and Key Personnel Statements**

Statements are to be provided by the primary contact for the firm. The statements shall set forth the following details:

1. Describe the firm's principal activities and the firm's experience in performing services of the type described in this RFP.
2. The number of personnel in the firm, and the names and resumes of key personnel who will be assigned, if the firm is selected.
3. Describe the firm's presence in New Jersey and any familiarity with Somerset County and the Somerset County Park Commission.
4. Three (3) government agency references for which similar services have been provided. Include the following in this response:
  - Name of government agency/corporation
  - Contact person's name, position, and current telephone number
  - Dates, cost, and scope of service

### **4.2 Proposal Forms**

The following forms are attached and made part of this RFP. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Proposal Cost Form/Signature Page
3. Non-Collusion Affidavit
4. Stockholder Disclosure
5. Affirmative Action Statement
6. Acknowledgement of Receipt of Addenda

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

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

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

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

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

### **5.2 Rejection of Proposals**

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

### **5.3 Evaluation Process**

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

### **5.4 Evaluation Criteria**

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

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

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

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

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

### **5.4.3 Management, Experience, and Personnel Qualifications**

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

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

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

### **5.4.5 Cost**

Price shall be based on the schedule of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Commission before such work is initiated. The Commission shall pay for such approved services, at the rate or cost agreed upon between the Commission and contractor, provided that the respondent has provided a schedule of fees for additional services with this RFP.

### **5.5 Payment**

Payment will be made on presentation of Commission's voucher duly signed and executed.

The term of the contract shall be one year.

### **5.6 Non-payment of Penalties and Interest on Overdue Bills**

State Law requires that public funds be used to pay only for goods delivered or services rendered. The Commission 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 Commission to pay additional fees.

### **5.7 Notice of Award**

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

Contracts for award of "fair and open" procurements for professional services and extraordinary unspecifiable services (EUS) will be prepared by Somerset County Park Commission.

## Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

- \_\_\_\_\_ Proposal Form with attached cost proposal
- \_\_\_\_\_ Qualification Statement
- \_\_\_\_\_ References
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Stockholder Disclosure
- \_\_\_\_\_ EEO/Affirmative Action Compliance Language
- \_\_\_\_\_ Affirmative Action Mandatory Language
- \_\_\_\_\_ Americans with Disabilities Act Mandatory Language
- \_\_\_\_\_ Business Registration Certificate
- \_\_\_\_\_ Administrative Conditions and Requirements
- \_\_\_\_\_ Scope of Work
- \_\_\_\_\_ Evaluation Criteria
- \_\_\_\_\_ Acknowledgement of Receipt of Addenda (if applicable)

# PROPOSAL

**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 proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

**Entertainment Consulting Services for Summer Concerts  
RFP 06-10-09**

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Company Name \_\_\_\_\_

Federal I.D. or Social Security # \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Type or Print Name \_\_\_\_\_

Title of Authorized Agent \_\_\_\_\_

Date \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Attach cost proposal along with all required items.



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

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

ss:

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

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

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

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

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

(N.J.S.A. 52:34-25)

Subscribed and sworn to

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

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

\_\_\_\_\_  
Signature

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

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

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



**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the 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 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 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 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](http://www.state.nj.us/treasury/contract_compliance)

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**  
**N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27**

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, sex, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not 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 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 worker's representative of the contractor's commitment 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 the time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make attempt in 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 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decision 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 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 subcontractor shall furnish such reports or other documents as may be requested from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the NJ Division 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 of 1990**  
**Equal Opportunity for Individuals with Disabilities**

The CONTRACTOR and the COMMISSION do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COMMISSION 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 COMMISSION in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COMMISSION, 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 COMMISSION'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COMMISSION, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the COMMISSION or if the COMMISSION 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 COMMISSION 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 COMMISSION or any of its agents, servants, and employees, the COMMISSION shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COMMISSION or its representatives.

It is expressly agreed and understood that any approval by the COMMISSION 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 COMMISSION pursuant to this paragraph.

It is further agreed and understood that the COMMISSION 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 COMMISSION from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

October 20, 2004

**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*

*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1. the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- \*2. subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting 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 INCLUDE A COPY OF YOUR  
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
WILL BE CAUSE FOR REJECTION OF YOUR PROPOSAL**

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

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS WITH THE RFP WILL CAUSE YOUR  
RESPONSE TO BE REJECTED, 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**  
**Acknowledgement of Receipt of Addenda**

The undersigned respondent hereby acknowledges receipt of the following Addenda:

| Addenda Number | Dated | Acknowledgement |
|----------------|-------|-----------------|
| _____          | _____ | _____           |
| _____          | _____ | _____           |
| _____          | _____ | _____           |

The undersigned had full authority to represent the Contractor.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Company: \_\_\_\_\_

**Form not required if no addenda issued.**