



COUNTY OF UNION

REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS FOR

The Provision of:

OPERATION AND MAINTENANCE SERVICES FOR THE BARN AND RINGS AT WATCHUNG STABLE (REBID)

ONE YEAR CONTRACT WITH FOUR (4), ONE YEAR EXTENSION OPTIONS
AUGUST 1, 2015 - JULY 31, 2016

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

SUBMISSION DEADLINE

June 30, 2015 at 2:30 PM

Union County Division of Purchasing
Union County Administration Building, 3rd Floor
Elizabethtown Plaza
Elizabeth, New Jersey 07207

ADDRESS ALL SEALED PROPOSALS TO:

Union County Division of Purchasing
Union County Administration Building
3rd Floor
Elizabethtown Plaza
Elizabeth, New Jersey 07207

"RCCP - OPERATION AND MAINTENANCE SERVICES FOR THE BARN
AND RINGS AT WATCHUNG STABLE"

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PUBLIC NOTICE

REQUEST FOR PROPOSALS

Notice is hereby given that the County of Union will receive competitive contracting proposals on JUNE 30, 2015, at 2:30 P.M in the Union County Administration Building, 10 Elizabethtown Plaza, 3rd Floor Conference Room , Elizabeth, NJ, for the provision of:

OPERATION AND MAINTENANCE SERVICES FOR THE BARN AND RINGS AT WATCHUNG STABLE

Requests for Competitive Contract Proposals (RCCP) may be obtained beginning Tuesday, June 9, 2015 either by downloading the proposal from the Webpage of the County www.ucnj.org under the Business menu or call the Division at 908-527- 4130 to make other arrangements.

All questions regarding the RCCP must be made in writing directed to Carolyn Sullivan Kropp, Esq., Office of the County Counsel. Questions may be faxed to (908) 289-4230 or emailed to csullivan@ucnj.org.

Proposals must be made in the form required by the specifications and one (1) original paper copy and one (1) PDF electronic copy on CD must be delivered to reach Carolyn Sullivan Kropp, Esq., Office of the County Counsel, Union County Administration Building, 5th Floor, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. Attention: "PROPOSALS - OPERATION AND MAINTENANCE SERVICES FOR THE BARN AND RINGS AT WATCHUNG STABLE prior to the stated time for the receipt of proposals.

All information requested in the Request for Proposals must be provided or the vendor may be disqualified. All Proposals **MUST BE SEALED AND CLEARLY LABELED**, on the outside of the packaging, with the subject of the proposal, name and address of the proposer, phone & fax numbers, and date of the proposal opening. Each proposal must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the proposals. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If delivering in person, please allow sufficient time to secure public metered parking at the complex and clearance through the security of the County. **No** late proposals will be accepted.

All information requested in the RCCP must be provided or the proposal may be disqualified. Proposals **MUST BE SEALED** and labeled "RCCP # 3-2015 for OPERATION AND MAINTENANCE SERVICES FOR THE BARN AND RINGS AT WATCHUNG STABLE (REBID)" prior to the stated time for the receipt of proposals and received no later than 2:30PM on June 30, 2015. The Board of Chosen Freeholders reserves the right to reject any and all proposals, and to waive any informality in the RCCP process.

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

COUNTY OF UNION

I. COMPETITIVE CONTRACT PROCESS REQUIREMENTS

A. RIGHTS RESERVED

Upon the determination that its best interests would be served, the County of Union reserves the right to:

- Cancel the competitive contracting process at any time;
- Amend these specifications at any time;
- Refuse to consider responses that do not conform with the specification requirements;
- Require a Proposer, at its expense, to submit written clarification to responses in any manner or format that the County may require;
- Require that any proposal submitted in response to these specifications, be retained by the County;
- The County reserves the right to request Proposers to make an oral explanation of their proposed services to assist the Evaluation Committee, on behalf of the County, in its determination of an award;
- Allow no additions or changes to the original response after the due date specified herein, except as may affect all proposers, or as specified in the evaluation criteria;
- Award in part, or reject any and all responses in whole or in part;
- Waive technical defects, irregularities and omissions; and
- Reject the response of any proposer in default with the County of Union of any prior contract or for misrepresentation of materials presented.

B. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

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

C. REJECTION OF PROPOSALS

The County of Union reserves the right to withdraw or cancel this process at its discretion at any time prior to execution of a contract, to reject any or all responses, or to waive any minor or non-mandatory technical deviations as it may deem fit and proper.

The successful proposer's response will become part of the contract. All responses shall be retained by the County of Union.

The County reserves the right to obtain information from the Proposer or the Proposer's references regarding the ability of the Proposer to perform. Such information may be taken into consideration in evaluating the total Proposal.

D. EVALUATION PROCESS

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

E. INCURRING COSTS

The County of Union is not liable for any costs incurred by the Proposer in the preparation, demonstration, or presentation of responses to these specifications.

F. PROPOSAL SPECIFICATIONS

The County of Union reserves the right to amend the specifications prior to the date for response submission. Addendums will be advertised and will be sent to all organizations who requested copies of the specifications.

G. OFFER OF GRATUITIES/INTEGRITY

The Proposer shall maintain the highest standards of integrity in the performance of this contract and shall not take any action in violation of state or federal laws, regulations or other requirements that govern contracting with the County of Union or the State of New Jersey. The Proposer shall not, in connection with this or any other agreement with the County of Union, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of known legal duty by any governmental official or employee.

By submission of a response, the Proposer certifies that no gratuities of any type were either offered to or received by any elected or appointed official or employee of the County of Union or the State of New Jersey or its political subdivision in connection with this procurement from the Proposer, the Proposer's agents or employees or subcontractors. If this prohibition is violated, any contract arising from these specifications may be terminated by the County.

H. INTERPRETATIONS AND ADDENDA

Proposers are expected to examine the RCCP with care and observe all of its requirements. All interpretations and clarifications considered necessary by Union County in response to such comments and questions will be issued by Addenda mailed, faxed, emailed or delivered to all parties recorded as having received the RCCP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

I. CHALLENGE OF SPECIFICATIONS

Any proposer who wishes to challenge a specification shall file such challenge in writing with the Union County Division of Purchasing, no less than three (3) business days prior to the opening of the Request for Proposals.

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

J. COST LIABILITY AND ADDITIONAL COSTS

The County assumes no responsibility or liability for costs incurred by the proposers prior to the issuance of an agreement. The liability of the County shall be limited to the terms and conditions of the contract.

Proposers 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 County, for indirect costs, fees, postage, licensing, commissions, taxes, travel, subsistence, report preparation, meetings, administrative tasks, administrative and clerical support, overhead, etc. are not to be billed and will not be paid.

K. REPRESENTATION

The Proposer, by responding to these specifications and any subsequent solicitation made under this offering, certifies and represents that it has not violated any of the provisions stated herein.

II. GENERAL TERMS AND CONDITIONS

A. CONTRACT TERM

An initial one year contract (12 month period) will be awarded to the successful proposer. At the sole option of the County, there will be a total of four (4) options to

renew, each for a one-year period. The total maximum contract duration will be for five (5) years. The County will notify the successful proposer at least 30 days in advance of its intent to renew or not renew the contract for an additional one-year period. The expected contract start date is August 1, 2015.

B. SUBCONTRACTING

Except as provided in this contract, no contract shall be made by the Proposer with any other party for furnishing of the work or services herein contracted for without the prior written consent and approval of the County. Each contract entered into between the Proposer and a subcontractor shall be provided to the County for prior review and approval, however, this provision does not require the approval of contracts of employment between the contractor and employees assigned for services hereunder.

C. INDEPENDENT CAPACITY OF THE PROPOSER

In the performance of this contract, the Proposer, its officers, employees, agents or subcontractors will act as independent contractors and not as officials, agents or employees of the County of Union. It is expressly understood and agreed that the Proposer and its employees, vendors, subcontractors, agents and representatives shall in no event, as a result of the resulting 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.

D. INSURANCE

Sub-Grantee shall carry and maintain at all times while this contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, the following insurance with limits not less than those shown below.

- 1) Signed hold harmless in favor of the **County of Union (see form at end of proposal)**
- 2) All coverage to be written on a primary and non-contributory basis with a waiver of subrogation in favor of the **County of Union**
- 3) Certificate of insurance naming the **County of Union** as an additional insured; to be provided prior to work being completed and reviewed/approved by the **County of Union's** Risk Manager; including the following coverage's:
 - a. General Liability on an occurrence form with project-specific limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and including coverage for products & completed operations.
 - b. Auto Liability on an occurrence form with limits of no less than \$1,000,000 combined single limit
 - c. Workers' Compensation coverage with NJ statutory limits and including Employer's Liability limits of no less than \$500,000/\$500,000/\$500,000

- d. Excess Liability coverage on a follow-form basis and coverage terms at least as broad as the underlying policies with limits of no less than [LIMIT MAY VARY]
 - \$2,000,000 per occurrence and in aggregate (any combination of primary and excess liability limits may be used to achieve the total [LIMIT MAY VARY])
 - \$3,000,000 per occurrence limit). Excess Liability coverage to include all of the following as underlying – General Liability, Auto Liability, and Employer’s Liability.
- 4) All coverage to be written through insurance carriers with a Financial Strength rating of A- V or higher as established by AM Best.

The following language is required to be added to all Certificates of Insurance provided by Vendors doing business with the County of Union.

The language is as follows:

“THE COUNTY OF UNION, ITS BOARD OF CHOSEN FREEHOLDERS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS, (*AND THE STATE OF NEW JERSEY) ARE INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. THE GENERAL LIABILITY INSURANCE COVERAGE IS PROVIDED ON A PRIMARY, NON-CONTRIBUTORY BASIS, TO THE COUNTY OF UNION ET. AL.

WHERE APPLICABLE, A WAIVER OF SUBROGATION IN FAVOR OF THE ABOVE-NAMED ADDITIONAL INSURED IS TO BE INCLUDED IN THOSE POLICIES OF INSURANCE WHERE PERMITTED BY LAW.

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THEIR EXPIRATION DATES, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.”

E. INDEMNIFICATION

To the fullest extent permitted by law, the Proposer shall indemnify and hold harmless the County of Union and all of its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney’s fees arising out of, resulting from or alleged to arise out of or result from the performance of the Proposer’s or Proposer’s subcontractors work under this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death to any one person (including Proposer’s employees), or to injury to or destruction of tangible property, including the loss of use resulting there from, regardless of whether or not such a claim, damage, loss or expense is caused by or alleged to be

caused in whole or in part by the County of Union. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

F. EARLY TERMINATION

This contract or a portion of this contract may be terminated by the County of Union for any reason upon a thirty (30) day notice, when such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Proposer a Notice of Termination specifying which portion of this contract is terminated and the date on which termination becomes effective. In no event, however, shall the Proposer be paid for loss of anticipated profits or consequential damages.

G. DEFAULT

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

- If the Proposer persistently or repeatedly refuses or fails to supply services called for in this contract or fails to meet any criteria defined in the contract;
- If the Proposer persistently disregards laws, ordinances, rules, regulations or orders;
- If the Proposer 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;
- If the Proposer files a petition of bankruptcy, becomes insolvent, ceases its operation, makes an assignment for a creditor or any similar action that affects the affairs or property of the County;

H. RIGHTS AND REMEDIES

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

I. COUNTY RECOVERY

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

J. ASSIGNMENT OR TRANSFER

The Proposer may not assign, transfer, convey 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 of Union, 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.

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

K. OWNERSHIP OF MATERIAL

The County of Union shall retain all of its rights and interest in and to any and all documents and property both hard copy and digital furnished by Union County to the proposer, for the purpose of assisting the proposer in the performance of this contract. All such items shall be returned immediately to Union County at the expiration or termination of the work or completion of any related services, pursuant thereto, whichever comes first. None of such documents and/or property shall, without the written consent of Union County, be disclosed to others or used by the proposer or permitted by the proposer 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 Union County pursuant to this contract shall belong exclusively to Union County. All data, reports, computerized information, and materials related to this project shall be delivered to and become the property of Union County upon completion of the project. The proposer 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 Union County. All information supplied to Union County may be supplied on CD-ROM media compatible with Union County's desktop computer operating system (Microsoft Windows XP Professional).

L. COOPERATION WITH COUNTY CONTRACTORS

The County of Union may undertake or award supplemental contracts for work related to this contract or any portion thereof or for work which may affect Proposer's activities. The Proposer shall cooperate with such other contractors and the County of Union in all such cases. Any subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the Proposer.

M. COMPLIANCE WITH STATE STATUTES/LAWS/REGULATIONS

Any contract entered into between the proposer and the County of Union must be in accordance with and subject to compliance by both parties with all relevant State and Federal Laws including the New Jersey Local Public Contracts Law. The proposer shall sign and acknowledge such forms and certificates as may be required by this section.

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38 et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereto are hereby made a part of this contract and are binding on them. The Proposer agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this RCCP because of color, race, creed, religion, national origin or ancestry.

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans 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.

N. BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement - Effective 1/18/2010

The recently enacted 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 the Treasury, Division of Revenue; or

A copy of the web printed version provided by the NJ Division of Revenue

Register online at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the proposal is considered a MANDATORY REJECTION of proposals (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction proposals.

IN ADDITION:

The contractor shall provide written notice to all subcontractors and suppliers not specifically named on the proposal of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

O. LIQUIDATED DAMAGES

The proposer unconditionally agrees to substantially complete the work within the time limits stated in the Request for Proposal, or within the time as extended in accordance with the provisions of these administrative conditions.

In case the proposer fails to complete contracted work that is satisfactory and acceptable to the County of Union within the stipulated time limit, then the County of Union shall recover said loss by deducting the amount thereof out of any money, which may be due, or to become due to the proposer.

P. GOVERNING LAW

This contract and performance hereunder is governed by and construed in accordance with the laws and regulations of the State of New Jersey.

Q. WAIVER

The Proposer agrees that no term or provision hereof shall be deemed waived and no breach excused by the County of Union unless such waiver of consent shall be in writing. Any consent by the County of Union to, or waiver by the County of Union of, a breach by the Proposer, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

R. SEVERABILITY

If any provision of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not 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.

S. ENTIRE AGREEMENT

These terms and conditions, the mandatory minimum requirements, the specifications, and the forms, proposals, and resulting contract constitute the full and complete understanding of the parties hereto and supersede any prior understandings, representations or oral or written agreements between the parties regarding the system.

III. INTRODUCTION

Union County's Watchung Stables, located at 1160 Summit Lane, Mountainside, NJ, has operated as a public facility since 1933. Its mission, broadly stated, is to teach and enhance equestrian skills and provide opportunities for people to enjoy the 26 miles of bridle paths within Watchung Reservation.

The facility was moved to its current location in the early 1980s when the development of I-78 caused the property to become isolated within Watchung Reservation. Today's site, which formerly housed a Nike Missile installation, was developed in two distinct phases. The first phase included the construction of the administration building, main barn, and the main ring. The second phase in the late 1980s completed most of what is currently at the facility, with the exception of a few paddocks and other minor additions that have occurred over the years.

Today, Watchung's complex consists of a 100-horse main barn, four riding rings, a show ring, an outside hunter course, and an 8-stall isolation barn. The administration building includes a reception area, general purpose room, small tack shop, management offices.

An Engineer has been hired and the design and plans are being developed to rehabilitate up to four (4) riding rings, construct new paddocks and construct an indoor riding ring. It is anticipated that final completion of these improvements will be by the end of 2015. Several years ago, a new footing was installed at the show ring.

The County of Union is seeking a qualified firm to operate and maintain the barn, grounds and maintain the Administration Building for an initial one year contract (12 month period) and at the sole option of the County, there will be a total of four (4) options to renew, each for a one-year period. The total maximum contract duration will be for five (5) years. The County will notify the successful proposer at least 30 days in advance of its intent to renew or not renew the contract for an additional one-year period. The expected contract start date is August 1, 2015.

The entire facility contains:

The facility contains:

- Administration building complete with offices, bathrooms and a party room
- Five (5) outdoor riding arenas
- Main ring resurfaced includes an announcer stand, sound system and sprinkler system
- Four (4) smaller rings
- Isolation facility-8 stalls with individual paddocks
- 2,000 acres of bridle trails
- 12 paddocks with stone dust
- Aerated hay shed & straw shed
- Outdoor wash stall with cold water
- Jump storage shed
- Outside Course paddock for Night Turnout for school horses in summer
- Main Barn- Each stall is equipped with an automatic water trough, removable feed bucket and most contain a hay rack

- **School End**
 1. 1 - pony stall with gate
 2. 3 - 12x 12 Box stalls
 3. 1 - 10 X 12 Box Stall
 4. 59 - Straight Stalls
 5. Storage Room for supplies
 6. Heated tack room with heavy Duty Washer and Dryer
 7. Wash Stall with hot and cold water
 8. Feed room attached to 2 grain silos that can hold 7 tons of feed in each

- **Boarder End**
 1. 26 - 12x12 Box Stalls

2. 3 - 10 X 12 Box stalls
3. 2 - straight stalls with gates
4. Tack room with hot and cold water
5. Wash stall with hot and cold water
6. Lockers for boarders' supplies

IV. SPECIFICATIONS

A. SCOPE OF WORK

1. BARN MAINTENANCE

FEEDING OF HORSES-(AM, NOON & PM AS DIRECTED) School & Boarder Horses

- Check Feed Trough for uneaten feed, trough should be clean before putting additional feed in trough
- Water troughs should be checked for operation and cleaned on a daily basis
- Haying up-done in the afternoon. Horses should be given enough quantity to last them until the following morning. Upon opening bales, hay should be checked for generally bad hay (mold, foreign objects etc.) Bad hay should be placed in the corner of the hay shed and reported to management
- Each horse receives one (1) flake of hay in the AM after grain feeding

CLEANING OF STALLS (THOROUGHLY CLEANED AND SWEEP DAILY)

School & Boarder Horses

- In straight stalls, all stalls are to be stripped, raked and swept on a daily basis
- In box stalls, good bedding and soiled bedding are separated. Good bedding stays in stalls, soiled is removed
- Horses remain on bare floor until afternoon when they are all given clean bedding
- Manure should be removed frequently throughout the day so horses do not stand in it

GENERAL DAILY MAINTENANCE INSIDE BARN (Throughout the Day) -

School & Boarder Horses

- Barn is to be swept and clean at all times during the day including manure in aisles, doorways, cubbies, tack rooms etc.

GROOMING OF HORSES (DAILY) - School Horses

- Each horse must be cleaned thoroughly
- When grooming, all horses should be inspected for wounds, sores, loose or missing shoes, etc. Feet are to be thoroughly cleaned and checked for stones

etc. Thrush is to be treated. Legs are to be checked for heat and swelling. Conditions above must be reported to management for appropriate instructions.

TACKING AND UNTACKING (when needed) - School horses only

- When saddling and bridling, be sure equipment is adjusted properly and is in safe condition

BEDDING DOWN (AFTERNOON) - School Horses and Boarder Horses

- Pick up and remove all soiled bedding
- Bed down with a sufficient amount of bedding (indicated by management) to make horses comfortable
- Sweep aisles clear after bedding down /haying up

OTHER GENERAL DUTIES

- Dragging of rings
- Manure pick-up & Hay pick-up in paddocks
- Cleaning of tack
- Removing cobwebs
- Window cleaning
- Checking and cleaning fire equipment
- Minor maintenance
- Clipping of horses
- Shoveling of snow
- Moving equipment-jumps wooden horses etc.
- Doctoring horses under the direction of management
- Minor repairs on tack
- **Any other duties not listed pertaining to this facility**

2. BARN SUPPLIES

SUPPLIES- Hay, Straw or Shavings and Grain

- Hay, Straw or Shavings and Grain must be provided –Amounts of each will be determined solely by management
- Hay- Current Usage per year -13,400 bales - 831,660lbs
- Straw- Current usage per year -8,141 bales - 414,700lbs
- Shavings - not currently using
 - Please note currently straw is currently used and removed by a mushroom farmer at no cost. Should shavings be used, pick up and removal will be at the proposer's sole cost. No manure can be spread anywhere on the facility.

- Grain - current usage per year - approximately 84 tons a year
Must be the following Grain-Custom Mix (Cargill Animal Nutrition):
Must be a pellet able to be distributed into a grain silo
Guaranteed Analysis:
Crude Protein min. 14.00%
Crude Fat min. 6.00%
Crude Fiber max 20.00%
Calcium min. 0.80% max 0.90 %
Phosphorus min. 0.50 %
Copper min. 54.00 PPM
Selenium min. 0.60 PPM
Zinc min. 220.00 PPM
Vitamin A min. 7055.58 IU/LB
A Full ingredient list can be provided upon request.

The County does not offer boarder horses any other grain or special supplements.

3. JANITORIAL SERVICES

Daily cleaning of the following - Monday through Friday

- Inner office - vacuum, dust, clean off counters, small bathroom, sink and microwave area
- Administrative building - mop, clean and dispose of garbage - one (1) general party room, two (2) bathrooms and hallway areas
- Barn area bathrooms - clean two (2) public bathrooms and four (4) employee bathrooms
- Barn - daily mop and sweep: Grooms lunch room, storage room, feed room, school and boarder tack room
- Garbage removal - remove all garbage from public garbage cans and put into dumpster

4. JANITORIAL SUPPLIES - COUNTY WILL SUPPLY ALL JANITORIAL SUPPLIES

5. GROUND MAINTENANCE

- The general maintenance of 13 acres including grass cutting and weed whacking around the facility. This shall include general yard cleanliness by picking up garbage and debris in an overall effort to keep the facility looking clean, professional and well maintained.

- Mower and weed whackers will be provided by the County. All capital equipment will be maintained, repaired and replaced, if and when necessary, on an as needed basis as determined by the County.
- The County will be responsible to pick up the trash and debris on a regular basis.

6. JOB SAFETY

- The successful proposer will follow all County Policies related to job safety and security of the facility. Trainings provided by the County or its third party providers may be required from time to time.

7. DAILY/FINAL CLEAN UP

- The successful proposer shall leave the facility and all work areas in a clean, safe and secure at the end of each day.

8. FARRIER SERVICES

As part of the managerial responsibilities of the successful proposer, the successful proposer, shall be responsible for the management and payment to a competent and reliable farrier which will be pre-approved by the staff of the County.

As part of the contract, the successful proposer shall hire said farrier and shall work in concert with the staff of the County to manage and maintain the high standards of care for the horses that the County will expect to continue. The County reserves the right to request the successful proposer to replace the farrier for any reason it sees fit. This is part of the expenses that will be reimbursable to the successful proposer and shall be part of the approved operating budget.

The farrier services will commence on September 1, 2015 through the successful proposer's contract at which date the current County farrier contract will expire. At this time, it shall be the responsibility of the successful proposer to either retain the services of the existing farrier or propose a change, in any event, if a new farrier is proposed, the farrier must first be approved by County staff.

B. QUALIFICATIONS AND EXPERIENCE

1. ORGANIZATION AND STRUCTURE

Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your

organization, as it relates to your proposal and the County's stated needs and requirements.

2. FUTURE, LONG TERM VISION AND STRATEGIC PLANS

Provide a clear vision of how you plan to support the operation and maintenance of the barn and grounds.

3. EXPERIENCE LEVEL AND CUSTOMER REFERENCES

The Proposer must demonstrate a proven record of successfully providing services similar to those defined to customers of similar scope and complexity. The Proposer shall provide three (3) references, with contact names, email addresses, phone number and a description of services rendered, which the County of Union may use in reference checking. The County of Union will make such reasonable investigations as deemed proper and necessary to determine the ability of a proposer to perform the contract. The references must be from organizations, where you are providing services to a customer(s) that are similar in type and scope as the County of Union.

4. PERFORMANCE STANDARDS METHODOLOGY

Describe the methodology used to develop your internal performance standards, the processes and tools used to monitor and measure your performance against the standards, and the management reporting systems that capture this data.

5. LOCATION OF SERVICING OFFICE

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

C. SERVICE AND SUPPORT

1. STAFFING

Employees for seven (7) days, fourteen (14) hours of coverage per day, 365 days per year.

D. PRICING INFORMATION

All pricing and cost data must be submitted in accordance with the instructions below, and must be completed. No cost information shall be included in any part of the proposal other than the pricing section.

The proposer's pricing proposal shall be a monthly management fee for a period of one year; together with the options of four (4) additional 12 month renewals. The successful proposer shall submit a budget of operational expenses, including

labor, for the first year (12 months) with its proposal and it must include all costs associated with the services described. This includes all license fees, royalties, “third party” fees, as well as all labor costs, overhead and expenses.

Pricing information supplied with your proposal must be valid for at least sixty (60) calendar days from the submission date.

The County of Union requests each proposer provide detailed pricing for each of the pricing methods set forth. Pricing must be comprehensive. Additional information and backup detail should be attached as appropriate.

No later than sixty (60) days prior to the option date of renewal, the successful proposer shall submit a detailed budget to include all operational expenses, including labor to the Director of the Division of Recreational Facilities for acceptance. The 12 month renewal shall be approved by the Union County Board of Chosen Freeholders and shall authorize the next year of expenses.

E. IMPLEMENTATION PLAN

Proposers must include a proposed project implementation schedule and time lines with their proposals.

The proposer is to submit a detailed list of County of Union resources and responsibilities needed from the County to successfully implement the system.

F. CONTRACT FORM

The successful proposer shall be required to execute the County of Union’s form contract. A complete copy of a draft County of Union’s form contract is available upon request. It is also agreed and understood that the acceptance of the final payment by proposer shall be considered a release in full of all claims against the County of Union arising out of, or by reason of, the work done and materials furnished under this contract.

G. FAILURE TO ENTER CONTRACT

Should the proposer, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the County may then, at its option, accept the proposal of another respondent.

H. COMMENCEMENT OF WORK

The proposer agrees to commence work within one (1) week after the date of contract execution.

I. TIME OF COMPLETION

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

J. PAYMENT

The County of Union will make monthly payments for the Management Fee as agreed upon between vendor and the County and in accordance with *N.J.S.A.40A:5-16*. The management fee shall be paid upon receipt of the invoice and an executed County of Union voucher.

The County of Union shall reimburse the vendor for any and all operational expenses as outlined in the approved budget. Any reimbursement shall be a drawdown and the vendor shall submit detailed invoices and sign a County of Union voucher for payment.

V. COMPETITIVE CONTRACTING REQUIREMENTS

A. EXAMINATION

The proposer shall carefully examine the specifications. Parties making RCCPs will be held to have accepted the terms and conditions as expressed in the specifications.

By submitting a proposal, the proposer states that he has carefully examined the specifications; that from his investigation, he has satisfied himself with the local conditions and all matters which may in any way affect his performance. As a result of such examinations, he fully understands his obligations, and that he will not make any claim for, or have any right to damages, because of lack of any information.

B. PROPOSAL FORMAT

To be considered, proposers must submit a complete response to the RCCPs, using the format provided in the Proposal Cost Form, located as an attachment within this RCCP. For this RCCP, the proposal must remain valid for at least sixty (60) days from the date of the response deadline.

The contents of the proposal of the successful proposer will become the basis for the contractual obligations if the contract for services is executed.

C. INSTRUCTIONS TO PROPOSERS

All proposals shall be typed. **Proposals showing any erasure or alteration must be initialed by the proposer in ink.** Each original proposal must be signed in ink by the authorized signatory.

Each proposal page must be numbered.

Proposals for the service will be considered only from proposers not listed on the debarred list published by the State of New Jersey or the Federal government.

To be eligible for consideration, entire proposal package must be submitted prior to the time and location in the Advertisement. Any proposal received after time and date specified shall not be considered.

The County reserves the right to reject any and all proposals, or to waive any minor informality in the proposals, should it be deemed in the best interest of the County to do so.

Proposers are required to submit the names and addresses of the officers or principals of the corporation, firm or partnership submitting a proposal. Failure to submit will result in the rejection of such proposal as non-responsive.

The County of Union has the right to reject any and all proposals from any proposer that is in or contemplates bankruptcy of any chapter or nature. Said proposer must notify the County in writing of any existing condition or knowledge of the same.

Any proposed change, modification, or exception to the conditions and requirements in this RCCP may be the basis for the County of Union to determine the proposal as non-responsive to the RCCP and will be a factor in the determination of an award of a contract. The contents of the proposal of the proposer, as accepted by the County, will become part of any contract awarded as a result of this RCCP.

D. PRESENTATION

Qualified proposers submitting their proposals may be required to make a presentation to the review committee. The presentation will include a demonstration of services proposed and will attempt to answer any outstanding questions the reviewers may have. The committee will steer the discussion of the presentation, not the proposer. The presence of the proposer's Project Leader who will be working specifically on the project (as opposed to marketing staff or corporate officers) will be required at the presentation.

E. COMPETITIVE CONTRACTING SCHEDULE

1. SCHEDULE

A schedule has been established for proposer’s proposals, pre-proposal meeting, proposal review, contractor selection, project initiation and completion. The following dates have been established for the procurement:

Event	Date
Release of RCCP	June 9, 2015
Pre-proposal / Site Tour	June 12, 2015 at 10:00AM
Deadline for Questions	June 23, 2015
Proposal Due Date	June 30, 2015
Governing Body Action	July 16, 2015
Service Start Date	August 1, 2015

F. SUBMISSION OF PROPOSALS

Proposals must be received at the location and time listed below. No exceptions will be made.

2:30 PM
June 30, 2015
Union County Division of Purchasing
Union County Administration Building
3rd Floor
Elizabethtown Plaza
Elizabeth, New Jersey 07207

Number of copies & format: One (1) original and one (1) electronic copy of the proposal in PDF format on a CD or Thumb Drive. Clearly mark the sealed submittal package with the title of this RCCP and the name of the responding firm addressed to the Union County Division of Purchasing. The original proposal shall be marked to distinguish it as an original.

Only those RCCP responses received prior to the date and time indicated above will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the proposer 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.

G. PROPOSAL CONTACT

To ensure continuity of information and response to inquiries please contact:

Union County Division of Purchasing
Union County Administration Building
3rd Floor
Elizabethtown Plaza
Elizabeth, New Jersey 07207
E-mail Address: ucbids@ucnj.org
Fax: 908-558-2548

Oral explanations in regard to the meaning of these specifications will not be made, nor will oral instructions be given before the award of the contract.

Should a proposer find any discrepancies in or omissions from the specifications or should he be in doubt as to the meaning, he shall notify the Union County Division of Purchasing, in writing, at least seven (7) calendar days prior to RCCP opening. Further, any questions by prospective proposers concerning this RCCP may be addressed, in writing, to the Union County Division of Purchasing.

All requests for information or clarifications must be made in writing via e-mail to ucbids@ucnj.org. All requests for information, questions and clarifications shall be addressed to the Union County Division of Purchasing as specified above. **No phone calls please.**

If necessary, the Purchasing Director will then issue a written clarification. Any additions and/or instructions will be issued in the form of an addendum or clarification.

No employee of the County of Union is authorized to give interpretations of any portions of the RCCP or to give information as to the requirements of the RCCP in additions to that contained in the RCCP.

H. PROPOSAL REVIEW AND EVALUATION PROCESS

The County, in cooperation with the Evaluation Committee will review and evaluate each proposal on the basis of the Competitive Contract criteria. Interviews may be conducted with proposers if so desired by the Evaluation Committee.

Following the review process, the Evaluation Committee will forward its recommendation to the Union County Board of Chosen Freeholders for approval and contract award.

I. QUALIFICATION OF PROPOSERS

The experience of the proposer must be directly associated with the management of a location of equal magnitude. Proposers shall provide the names of three references which will attest to the aforementioned experience with a preference for a governmental site and/or a site that maintains a level of security for its personnel and the public. The County may investigate the ability of the proposer to complete the contract. The proposer shall furnish all information requested by the County on the appropriate RCCP form page.

J. SITE VISIT / PRE-PROPOSAL MEETING

A pre-proposal meeting/site visit is scheduled for **Monday, May 11, 2015 at 9:30 am**. The location of this meeting is the Union County Watchung Stable, 1160 Summit Lane, Mountainside, NJ. Proposers planning on attending must notify Armando Sanchez, Director, Division of Recreational Facilities, 908-241-4011, armando.sanchez@ucnj.org of their intention to attend and the number of attendees prior to the pre-proposal meeting.

K. CRITERIA FOR AWARD OF CONTRACT AND PROPOSAL RESPONSES

The criteria to be considered in the evaluation of each proposal will be announced at the opening of proposals pursuant to N.J.A.C. 5:34-4.3 et seq. The criteria represent the factors that will be utilized by the Evaluation Committee to evaluate proposals to determine the successful proposer. 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. Selection will be made of the respondent whose proposal best meets the needs of the County and will be final.

When two (2) or more proposals are equal in score based on the established criterion as announced, an award will be made in accordance to the provisions of N.J.S.A 40A:11-6(d).

<u>Evaluation Criteria</u>	<u>Total Points = 100</u>
1. Financial Benefits	__ out of 100
a. Total Annual Contract Payment /Management Fee	
2. Management Approach	__ out of 100
3. Respondent Experience	__ out of 100

- a. Overall and New Jersey
 - b. Specific Stables Operation Experience
4. Financial Strength __ out of 100
- a. Financial Capability/Strength of Provider
5. Quality, Clarity and thoroughness of the proposal in addressing the required tasks and a compliance with submission guidelines __ out of 100

L. NOTICE OF AWARD

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

VI. FORMS REQUIRED

FORM A: PROPOSAL COST FORM

FORM B: PROPOSER SIGNATURE PAGE - fill out completely

FORM C: GOVERNMENT REFERENCES

FORM D: BUSINESS REGISTRATION CERTIFICATE - Copy of a State of New Jersey Business Registration Certificate ("BRC") issued in the company name of the Proposer and in the names of any subcontractors, if applicable.

FORM E: STOCKHOLDER DISCLOSURE CERTIFICATION- (2 pages) fill out completely and notarize

FORM F: NON-COLLUSION AFFIDAVIT - fill out completely and notarize

FORM G: AFFIRMATIVE ACTION REQUIREMENT - (2 pages)

FORM H: AMERICANS WITH DISABILITIES ACT

FORM I: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

FORM J: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA - only include if Addendum/Addenda was/were received

FORM K: REQUEST FOR PROPOSAL CHECKLIST

FORM L: HOLD HARMLESS AGREEMENT

FORM A: PROPOSAL COST FORM

Provide a Management Fee to operate and maintain services for the barn and grounds at Watchung Stables for the County of Union, including any and all costs to provide this service for a period of five (5) years, as described within this Competitive Contract Request for Proposal. Specifically, please refer to Section D, "Pricing Information" and Section J, "Payments."

The proposed budget shall be forwarded to the County of Union by October 1 of each calendar year in which the County is under contract with the successful proposer.

A.	Management Fee	Monthly	Year	
	Year 1	_____	x 12 =	\$ _____
	Year 2	_____	x 12 =	\$ _____
	Year 3	_____	x 12 =	\$ _____
	Year 4	_____	x 12 =	\$ _____
	Year 5	_____	x 12 =	\$ _____

First year (12) Months

B.	Operational Expenses - Labor / Supplies	\$ _____
	Supply Detail (on a separate sheet)	

FORM B: 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 in its behalf may also sign the proposal documents (pages).
4. The Person who signs this proposal form **must also sign** the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

_____	NAME OF PROPOSER
SIGNATURE	_____
CORPORATE SECRETARY	ADDRESS OF PROPOSER
_____	_____
PRINT NAME AND TITLE	_____
CORPORATE SECRETARY	_____
_____	TELEPHONE: _____
AFFIX CORPORATE SEAL	FAX: _____
_____	EMAIL: _____
_____	BY: _____
_____	SIGNATURE
_____	_____
DATE	_____
_____	PRINT OR TYPE NAME AND TITLE

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.

FORM C: GOVERNMENT REFERENCES

The Proposer shall provide three government references, with contact names, email addresses, phone number and email address and service/solution descriptions, which the County of Union may use in reference checking. The references must be from government organizations, where you are providing services to a customer(s) that are similar in type and scope as the County of Union.

RE F. NO .	ENTITY AND CONTACT NAME	EMAIL	TEL. NO.	SERVICE/SOLUTI ON DESCRIPTION
1				
2				
3				

FORM D: 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 282
TRENTON, NJ 08646-0282

TAXPAYER NAME: TAX REG TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#: 970-087-382/500
SEQUENCE NUMBER: 0107230
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 01/01/01

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:
20641014112823533

ATTACH BRC HERE

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	HOME ADDRESS	TITLE	% OF OWNERSHIP
------	--------------	-------	----------------

- 1.
- 2.
- 3.
- 4.
- 5.

Subscribed and sworn before me this _____ day
of

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

FORM F: NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the Proposer making this Proposal for the RCCP

entitled _____, and that I executed the said proposal with
(title of proposal)

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.

FORM G: 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.

FORM H: 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 thereto, 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 _____

FORM I: DISCLOSURE OF INVESTMENTS IN IRAN

Proposer: _____

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

[] is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

[] is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Proposer

Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this

certification on behalf of the above referenced person or entity. I acknowledge that Union County is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Union County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name(Print) _____ Signature _____

Title _____ Date _____

**FORM J: 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 (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

FORM K: REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.

A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

DOCUMENT TITLE	INITIALS
• One (1) original and one (1) electronic copy of your entire proposal in PDF format on a CD or Thumb Drive	
• FORM A: PROPOSAL COST FORM	
• FORM B: PROPOSER SIGNATURE PAGE	
• FORM C: GOVERNMENT REFERENCES	
• FORM D: BUSINESS REGISTRATION CERTIFICATE	
• FORM E: STOCKHOLDER DISCLOSURE CERTIFICATION	
• FORM F: NON-COLLUSION AFFIDAVIT	
• FORM G: AFFIRMATIVE ACTION REQUIREMENT	
• FORM H: AMERICANS WITH DISABILITIES ACT	
• FORM I: DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
• FORM J: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ ADDENDA	
• FORM K: REQUEST FOR PROPOSAL CHECKLIST	
• FORM L: HOLD HARMLESS	

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 proposal. 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 PROPOSER

PRINT TITLE

FORM L: HOLD HARMLESS

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

_____ shall defend, indemnify and hold harmless the County of Union, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any costs of defense incurred by the County of Union and any payments, recoveries and judgments against the County of Union, which arise from any acts or omissions of _____ its agents or employees in execution of the work and/or duties to be performed under the contract for the Operation and Maintenance Services for the Barn and Rings ar Watchung Stables.

Costs shall be deemed to include, but not limited to, reasonable attorney's fees, filing expenses, expert witness fees, reproduction costs, and long distance travel and phone expenses in connection with the defense and shall bear the prevailing interest rate, where applicable.

_____ shall defend claims or suits arising from any acts or omissions of its agents or employees under the aforementioned contract for the Operation and Maintenance Services for the Barn and Rings ar Watchung Stables without expense to the County of Union, its agents, servants or administrators.

_____ agrees to provide the County with a **Certificate of Insurance** which Certificate shall contain the following language:

The following language is required to be added to all Certificates of Insurance provided by Vendors doing business with the County of Union.

"THE COUNTY OF UNION, ITS BOARD OF CHOSEN FREEHOLDERS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS, (*AND THE STATE OF NEW JERSEY) ARE INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. THE GENERAL LIABILITY INSURANCE COVERAGE IS PROVIDED ON A PRIMARY, NON-CONTRIBUTORY BASIS, TO THE COUNTY OF UNION ET. AL.

WHERE APPLICABLE, A WAIVER OF SUBROGATION IN FAVOR OF THE ABOVE-NAMED ADDITIONAL INSURED IS TO BE INCLUDED IN THOSE POLICIES OF INSURANCE WHERE PERMITTED BY LAW.

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THEIR EXPIRATION DATES, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS."

Said Certificate shall be in coverage amounts not less than as set forth in **the RFP document as found in section II.D "Insurance."**

IT IS UNDERSTOOD AND AGREED TO BY _____ THAT NO ENTRY ONTO COUNTY PROPERTY FOR THE PURPOSE(S) OUTLINED HEREIN SHALL BE UNDERTAKEN UNTIL THIS AGREEMENT IS SIGNED, AND THE CERTIFICATE OF INSURANCE IS PROVIDED AND APPROVED BY THE COUNTY.

ATTEST:

THE COUNTY OF UNION

James E. Pellettiere,
Secretary to the Board

Alfred J. Faella,
County Manager

Approved as to Form

Robert E. Barry,
County Counsel

_____, Licensee