

County of Mercer

McDade Administration Building, 640 South Broad Street, P.O. Box 8068, Trenton, NJ
08650-0068



**NOTICE OF REQUEST FOR PROPOSAL
Consultant to Design and Implement Long Range Planning Process and
5-Year Long Range Plan**

for the

Mercer County Cultural and Heritage Commission

To Be Received Before

10 AM. Friday, August 8, 2008

Prepared By: Mercer County Division on Culture & Heritage June 30, 2008

RFP C&H 2008-01

**COUNTY OF MERCER
NOTICE OF REQUEST FOR PROPOSAL
(RFP # C&H 2008-01)**

Exempt Services

The County of Mercer is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq., for:

**Development and Implementation of a Long Range Planning Process and
Production of a Five (5) Year Long-Range Plan for Mercer County's Cultural
& Heritage Commission**

In order to meet these objectives, Mercer County is soliciting the services of:

A Qualified Cultural Planning Consultant
to design and manage the long range planning process and
to create a Five (5) Year Long-Range Plan for the Commission.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.) A copy of your New Jersey Business Registration Certificate is requested with your proposal.

Mercer County requires submission by 10:00 AM Friday August 8, 2008 in the Office of Mercer County Culture & Heritage Division, 640 S. Broad Street, Trenton, NJ 08650. Late submissions will not be accepted. Submit Proposals to:

Idamis Perez Margicin
Division of Culture & Heritage
640 S. Broad Street
Trenton, NJ 08650-0068

Proposals time stamped after **10:00 AM on Friday August 8, 2008** will not be considered.

RFP # C&H 2008-01

Specifications and instructions may be obtained by contacting Tricia Fagan at the Division of Culture and Heritage at 609-278-2712 or tfagan@mercercounty.org or on the County Website at www.mercercounty.org

All RFP Addenda will be issued on the website. Therefore, all interested respondents must check the website regularly from the original posting through the RFP closing. It is the sole responsibility of the respondent to be knowledgeable of all addenda to this procurement.

Respondents shall comply with the requirements of P.L.1975 C127 (N.J.A.C. 17:27 et. seq.) A copy of your NJBRC is required with your proposal.

1. Introduction

Mercer County is seeking the services of a qualified consultant to design and manage a Long Range Planning process and to develop a 5 year Long-Range Plan for the County's Cultural & Heritage Commission in accordance with the procedures outlined in this RFP.

Mercer County's Cultural and Heritage Commission was created in 1970 by the Board of Chosen Freeholders to serve as an Advisory Board to the County's Division of Culture and Heritage, and to act as a receiver for arts, heritage and history funds through State and other agencies. The Commission and Division were empowered to develop programs to promote public interest in and involvement with arts, heritage and historical programs; and to advance and support the cultural values, goals, and traditions of the community. They were also authorized to apply for and administer regrant funds that would support local arts, historic and cultural organizations and programs. Since 1976, when the County adopted a County Executive form of government, the Division of Culture & Heritage has been serving under the County's Office of Economic Opportunity (now Economic Development and Sustainability).

The volunteer Commission members share responsibility for reviewing and funding decisions for the Division's Local Arts Program (LAP) and History Regrant Program, both administered by the Division. The Commission's current Long Range Plan concludes this year. The Commission seeks to reach out to all pertinent constituency groups in the County, to solicit input on planning and programming directions that the Commission can be pursuing, and to use that information to develop a comprehensive 5 year plan incorporating arts, heritage and history programming and concerns in its scope. The Commission has partnered with the NJ State Council on the arts since the early 1970s in the Local Arts Partnership grants; 2008 was the County's inaugural History Regrant year partnering with the NJ Historical Commission.

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 County of Mercer, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

Proposals to be received by 10:00 a.m., Friday August 8, 2008

2.2 Proposal Submission Information

One (1) Original & Three (3) copies to:
Idamis Perez Margicin, Division Chief
County of Mercer Division of Culture & Heritage
640 South Broad Street Trenton NJ 08611
Mailing address:
PO Box 8068
Trenton NJ 08650-0068

Clearly mark the submittal package with the title of this RFP and the name of the responding firm or consultant. The original proposal shall be marked to distinguish it from the three (3) copies.

2.3 Using Department Information

The Using Department for these services is Mercer County's Division of Culture & Heritage.

2.4 County Representative for this Solicitation

Please direct all questions in writing to: Tricia Fagan. Staff. Phone 609-278-2712 Fax 609-278-6672

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. Questions and comments about the meaning or intent of this RFP, and all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by formal written Addenda and 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 owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. Any unit rates 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 at the request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

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

2.8.2 Mandatory 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 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

Certificate required pursuant to C57, PL2004; failure to provide may require rejection.

2.8.7 Insurance and Indemnification

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

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

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

2.8.8 Pay to Play

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.8.9 Prompt Payment of Construction Contracts P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

2.9 Subcontractors

The owner will consider the primary contractor to be the sole point of contact with regard to contract matters. The primary contractor will be required to assume sole responsibility for delivery of all services. The primary contractor will not be permitted to add to or substitute subcontractors that are shown on the original list submitted with the RFP response without having obtained prior written approval for said addition/substitution from the owner.

2.11 Failure to Enter Contract

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

2.12 Commencement of Work

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

2.13 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.14 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing.

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.

2.16. Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. Where pertinent, contractor shall address all copyrighted materials and how they relate to ownership. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner.

3.0 Scope of Work

The goal of this project is to conduct a comprehensive county-wide planning process related to the arts, history, and heritage needs in Mercer County and to use information generated through this process to develop an organizational Five (5) Year Long-Range Plan to direct future programming and growth of Mercer County's Cultural and Heritage Commission.

With input from staff members of the County's Division of Culture & Heritage, the successful contractor will develop and present a countywide cultural planning process to the Commission. Upon approval of the process, the contractor will implement and facilitate said process and use information gathered to develop a Five (5) Year Long-Range Plan for the Commission. The process shall include, but not be limited to, the following phases:

Phase 1:

Assist Commission/Division to design and hold countywide Arts/History/Culture Summit (to initiate the planning process.)

Phase 2:

- ✓ Develop, test, and distribute Cultural Survey Instrument (this phase to include interviews with key representatives of Commission members and Division staff)
- ✓ Convene focus groups featuring representatives from (at a minimum) the following 5 (five) key constituent focus groups to discuss process, review survey instrument, and gather feedback and recommendations:
 - ✓ arts and cultural organizations
 - ✓ history and heritage organizations
 - ✓ educators and librarians
 - ✓ tourism, media, business, municipal representatives
 - ✓ individual artists, historians, authors, arts/history advocates
- ✓ Administer the distribution, collection, and analysis of Cultural Survey Instrument
- ✓ Compile and analyze data from all meetings, focus groups, and survey returns

Phase 3:

- ✓ Prepare and present draft Five (5) Year Long-Range Plan for Mercer County's Cultural and Heritage Commission, to include a basic timeline and road map with suggested implementation strategies for the plan
- ✓ Based on Commission and Division feedback, create final Five (5) Year Long-Range Plan and executive summary of Plan

Mercer County shall provide:

- Past planning documents for reference
- Assistance in identifying and contacting key constituents
- Appropriate administrative support
- Guidance in accessing necessary meeting space, materials, etc. required for process
- Final approval of:
 - 1.) planning process;
 - 2.) survey instrument;
 - 3.) focus group invitees; and
 - 4.) Five Year Long-Range Plan

All Respondents must provide evidence of a minimum of four (4) years of successful experience in the coordination, design, and development of cultural plan processes and documents.

Respondents shall provide a lump sum proposal, along with an all-inclusive budget document broken out to coincide with Phases described above itemizing reimbursable expenditures. Any services not included as part of any resulting contractual 'scope of service' must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, as long as the respondent has provided a schedule of fees for additional services with this RFP.

Project Personnel

Respondents shall provide a list and qualifications (resume, etc.) of all key personnel, including sub-consultants, to be involved in the design and implementation of the Long Range Planning process and development of the Commission's 5-year Long Range Plan.

4. Proposal Requirements

4.1 Qualification Statement

Respondent shall provide proof of expertise. This will involve brief details of the respondent's principal activities and a list of (3) three clients for whom similar services in the development and implementation of a cultural plan have been provided. If respondent represents a firm, include number of personnel engaged by that firm and the firm's location. Include the following in your response:

- Name of organization
- Contact person's name, position, current email and telephone number
- Proposed timeline, cost, and scope of service
- Status and comments

Respondent must demonstrate successful experience on projects related to art and history planning.

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principal and any other key personnel working for the contractor and their areas of responsibilities.

4.3 Project Schedule

Provide a tentative work schedule for completion of project, including anticipated meetings with owner.

4.4 Proposal Forms

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

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

4.5 Location of Servicing Office

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

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

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

5.2 Rejection of Proposals

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

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. Multiple contracts may be awarded.

5.4 Evaluation Criteria

The criteria to be considered in the evaluation of each proposal follow in sections 5.4.1 through 5.4.5. 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.

5.4.2.a. 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 materials documenting relevant experience, respondents shall also provide personnel qualifications for all parties to be involved in services related to this RFP.

5.4.3 Ability to Complete the Services in a Timely Manner

This is based both on past client satisfaction and on the adequacy of the respondent's estimated duration of the tasks and demonstrated ability to accomplish these tasks as stated.

5.4.4 Cost

Respondent shall provide a lump sum proposal along with a back-up, all-inclusive budget document itemizing reimbursable expenditures. Any services not included as part of any resulting contractual 'scope of service' must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or

cost agreed upon between the owner and contractor, as long as the respondent has provided a schedule of fees for additional services with this RFP.

5.4.5 Payment

Payment will be made on completion of project and presentation of owner's voucher, duly signed and executed. Term of the contract: (9) Nine months.

5.5 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.

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.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
References	_____
Evaluation Criteria	_____
Proposal Cost Form	_____
Acknowledgement of Receipt of Addenda	_____
Non-Collusion Affidavit	_____
Stockholder Disclosure	_____
Affirmative Action Statement	_____
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Business Registration Certificate to be supplied with RFP	_____

COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

**SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
ACCEPTABLE BY THE COUNTY OF MERCER**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 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	<i>J.P. Tully</i> Acting Director	
FORM-BRC(08-01)	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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

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
(REVISED 9/07)
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.**

STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

NAME OF BUSINESS _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

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

This form shall be completed and signed. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

Stockholders:

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Signature _____ Date _____
Printed Name & Title _____

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The CONTRACTOR and the County of Mercer 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 hereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County 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 County in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the County, 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 County grievance procedure, the CONTRACTOR agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County 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 County shall, as soon, 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 proceedings is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

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

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

Signature _____ Date _____

Printed Name & Title _____

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES
PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be shown that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees. For those wishing the complete context of the EEOC Guidelines, contact the Mercer County Affirmative Action Office, Ms. Victoria Rivera-Cruz, ESQ, 609-989-6676, 640 South Broad Street, Trenton, NJ 08650-0068.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

The contractor covenants and agrees that at least twenty-one (21) days prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is an “**ADDITIONAL NAMED INSURED**”, insuring against Bodily Injury and Property Damages in the amount of \$1,000,000.00 combined single limit and \$2,000,000.00 aggregate, and shall be maintained in force during the life of this contract.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys’ fees), damages, expenses and liability (including statutory liability and liability under Workers’ Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by contractor or all other persons which arise from or in any manner grow out of any act or neglect on or about the said premises by the contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors and vendors. This indemnification clause shall also include any and all claims and costs of same against the County, involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

PROPERTY DAMAGE CLAUSE

Contractor agrees to indemnify the County of Mercer for any and all costs for the repair or replacement to County Property, including but not limited to, Buildings and Roads, which arise from or in any manner grow out of any act or neglect on or about said premises by the contractor, partners, agents, employees, invitees, vendors, subcontractors and sub-subcontractors.

Signature_____

Date_____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MERCER SS:

I, _____ of the City of _____,
in the County of _____, and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am (*state position in company*) _____
of the firm of _____,

bidder making the proposal for the above named Contract, 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, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; 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 Mercer relied 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 proposal.

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 bonafide employees or bonafide established commercial or selling agencies maintained by:

(Name of Vendor)

<p>Subscribed and sworn to before me</p> <p>This _____ day of _____, 20____.</p> <p>_____</p> <p>(Signature of Notary Public)</p> <p>Notary Public of _____</p> <p>My Commission expires _____, 20____</p>
--

PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she, having determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

Development and Implementation of a Long Range Planning Process and Production of a 5-Year Long Range Plan for Mercer County's Cultural & Heritage Commission

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

CONTRACT TERM: (9) NINE MONTHS

COST PROPOSAL IS SUBMITTED WITH THE RESPONSE YES

The undersigned is a Corporation, Partnership or Individual under the laws of the State of _____ having its principal office at _____ (town)

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

FEDERAL I.D. OR SS# _____

PRINT NAME _____

TELEPHONE _____

TELEFASCIMLE _____

E-MAIL _____

DATE _____

1. For the Summit, should the budget include the costs associated with booking space for the Summit, food/beverage, room set up, sound systems and other technical support? How large a room do you think will be required, over what duration?

A. the Commission will be taking care of rental and other material costs associated with the Arts Summit and Focus Groups (Q. 2, below). The Commission will also be responsible for rental and technical logistics for these gatherings. The size of rooms and duration of Summit/Focus group gatherings are to be determined based on recommendations from successful respondent.

2. For the Focus Groups, should the budget include the costs associated with booking space for the Summit, food/beverage, room set up, sound systems and other technical support?

A. see Answer to question 1.

3. In 2008, what is the Commission's total budget? The amount it received from the NJ Council for the Arts? The NJ Historical Commission?

A. for 2008, the Commission's total budget is \$182,021; the grant from the NJSCA is \$92,819 and the grant from the NJHC is \$17,500

4. In 2008, how many arts re-grants did it distribute? How many historical re-grants did it distribute?

A. the Commission distributed 42 arts regrants and 8 history regrants in 2008

5. In Mercer County, how many regional arts organizations are there that receive direct funding from the NJ Council for the Arts?

A. There are currently fourteen distinct Mercer County organizations (in addition to the Commission) receiving direct funding from the Council. One of these is New Jersey Network. Two groups (McCarter Theater and the Princeton Symphony Orchestra) each received two separate grants from the Council in the recent round of grants funding.

6. I am thinking about distributing the Cultural Survey Instrument via an online marketing service. Can you please tell me please how many email addresses you have on lists for constituent groups and members of the general public? How current are these addresses?

A. the Commission, itself, has approximately 450 current email addresses for constituent groups, members of the public, etc. In addition, several of our constituents (the Trenton Artist Workshop Association and The Gallery at MCCC, for example) have additional email lists for related constituents (individual artists, audience members, etc.) which can be utilized.

7. What is the name of the firm that was retained to prepare the last 5 Year Plan?

A. the last Long Range Plan for the Commission (2006 - 2008) was a three year plan and was prepared in-house

8. Has the Commission hired any firms during the last four years to perform other planning work? If so, what is the name of the firm?

A. No, the Commission has not hired any firms during the last four years to perform other planning work.