COUNTY OF UNION

REQUEST FOR PROPOSALS FOR
The Provision of:

FCC Radio Licensing Consultant

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

SUBMISSION DEADLINE
MAY 21, 2015
11:00 A.M.

Freeholder Meeting Room, 6th Floor
County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207

ADDRESS ALL SEALED PROPOSALS TO:
Office of the County Counsel
Union County Administration Building – 5th Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207

Attn: Carolyn Sullivan Kropp, Esq.
“RFP – FCC Radio Licensing Consulting Services”
GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL
County of Union
10 Elizabethtown Plaza
Elizabeth, NJ 07207

CONTACT PERSON
Carolyn Sullivan Kropp, Esq.
Assistant County Counsel
Office of the County Counsel – 5th Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Phone - (908) 527-4250 / Fax - (908) 289-4230 / email – csullivan@ucnj.org

SEALED PROPOSALS
Proposer must submit One (1) Original Paper hard copy and One (1) PDF electronic copy on a CD or Thumb Drive in a sealed envelope labeled “Proposals for FCC Radio Licensing Consulting Services” addressed in accordance with the front page of this document.

INQUIRIES
All inquiries regarding the Request for Proposals must be submitted in writing to the contact person listed above no later than three (3) business days before the opening of proposals. Questions may be faxed to the contact person listed above.

PURPOSE OF REQUEST
The County of Union is requesting proposals from qualified individuals and firms to provide FCC Radio Licensing Consulting Services and other services of a specialized nature to the County.
Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

TENTATIVE PERIOD OF CONTRACT
August 1, 2015 through July 31, 2017 with one optional 24 month extension, at the County’s sole option

CONTRACT FORM
The successful proposer shall be required to execute the County’s form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft County form contract is available upon request. Failure on the part of the successful proposer to execute said agreement within ten (10) business days of award may result in termination of the award.
It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
DETAILED REQUIREMENTS OF THE REQUEST FOR PROPOSALS FOR:
FCC RADIO LICENSING CONSULTING SERVICES

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

The County’s population is approximately 536,500 and it consists of approximately 103.4 square miles of area. The County employs approximately 2,150 people in about 12 departments and agencies. It owns administration buildings, courthouse buildings, a hospital, parks and recreation facilities, and correctional services facilities consisting of detention facilities for men, women and juveniles.

The County’s operating budget is approximately $504 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

2. NATURE/SCOPE OF SERVICES – The County of Union is requesting proposals from qualified individuals and firms to provide Federal Communication Commission (FCC) radio licensing consulting services. The consultant will work directly with the Department of Public Safety, through the Division of Emergency Services and will also need to establish a working relationship with the Bureau of Communications and various other County representatives as needed. The consultant will be required to perform, but not limited only to, the following services:
   1. Application of new licenses for ALL frequencies, conventional, trunking or otherwise
   2. Modification of existing licenses
   3. Renewal of existing licenses
   4. Notices of completion/build outs
   5. Registration and/or modification of fixed microwave services
   6. Registration of antenna structures
   7. Issuances of Construction Permits
   8. Notices of alternations to towers/antennas
   9. Corresponding with APCO, FCC, FAA, ARES, RACES or other related organizations
   10. Corresponding with local municipal agencies or organizations
   11. Maintenance, searching, evaluating, coordinating, clearing, filing any/all
public safety/local government frequencies

12. Compile and manage database for applications, registrations, modifications and renewals of all licenses

13. Provide technical support in conjunction with State of New Jersey in regards to the County’s interest and investments in the State’s PSIC Digital Trunked Radio System.

The County of Union currently holds 74 licenses. In addition, the consultant will be required to perform a feasibility study on behalf of the County to determine if any of the municipalities in Union County would like to add their radio licenses into the County’s system. The consultant will have to ascertain which municipalities would be interested and feasible, how many licenses are currently held in those municipalities and what steps would need to be taken in order to incorporate the municipality’s license(s) into the County system.

3. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** - Proposers should submit a technical proposal which contains the following:

A. The full legal name of the proposer, its principal place of business and, if different, the place where the services will be provided;

B. Proposer must have a minimum of five (5) years experience providing radio communications consulting services to a County, Municipality or other similar type of governmental agency in the State of New Jersey;

C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;

D. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed;

E. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

F. All forms attached at the end of this document:
   - Proposer Signature Page;
   - Vendor References;
   - Business Registration Certificate;
   - Stockholder Disclosure Certification;
• Non-Collusion Affidavit;
• Affirmative Action Requirement;
• American with Disabilities Requirement;
• Business Disclosure Certification;
• Affidavit of No Conflict of Interest;
• Disclosure of Activities in Iran;
• Acknowledgment of Receipt of Addendum/Addenda (if applicable); and
• Cost Section.

4. **COST PROPOSAL** - Proposers shall submit a detailed budget and cost proposal/fee schedule which shall describe any or all cost associated with said services. The County does not provide payment for or reimbursement for travel.

5. **PROPOSAL EVALUATION** - The County will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFP. The County will make the award(s) that is in the best interest of the County.

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

a. Not select any of the proposals;

b. Select only portions of a particular proposer’s proposal for further consideration; (However, proposers may specify portions of the proposal that they consider “bundled”.)

c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal; each proposal shall be considered irrevocable through this time period.

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

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

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

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

8. GENERAL TERMS AND CONDITIONS –

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/proposer is specifically instructed otherwise in the Request for Contract documents (RFQ) or bid documents, the following terms and conditions shall apply to all contracts or purchase contracts made with the County of Union (County). These terms are in addition to the terms and conditions set forth in the RFQ or bid documents and should be read in conjunction with same unless the RFQ or bid documents specifically indicates otherwise.

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

1.1. BUSINESS REGISTRATION CERTIFICATE- Mandatory Requirement

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

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

Proof of business registration shall be a copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue, or a copy of the web printed version printed version provided by the Department of Revenue.
1.2. **SALES AND USE TAX.**
The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32b-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at [http://www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

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

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

1.5. **AMERICANS WITH DISABILITIES ACT. - EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**
The contractor must comply with all provisions of the Americans With Disabilities Act of 1990, as set forth below (copy of form attached).

1.6. **PREVAILING WAGE ACT.**
The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the County, except those contracts which are not within the contemplation of the Act. The bidder’s signature on the contract documents is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by the contract documents has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder’s signature on the contract documents is also his guarantee that he and any subcontractors he might employ to perform the work covered by the contract documents shall comply with the provisions of the Prevailing Wage Act and Public Works Contractor Acts, where required.

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

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

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

1.9. COMPLIANCE AND PROCUREMENT OF PERMITS AND LICENSES.
The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

The contractor shall at its sole cost and expense, procure all licenses, authorizations, approvals, contracts and permits necessary to the fulfillment of its obligations under the terms of the contract.
1.10. GOVERNING LAWS AND JURISDICTION.
It is agreed and understood that any contracts under this Contract shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey. Any disputes arising between the parties shall, in the first instance, be referred to mediation for resolution, and failing that, through litigation in an appropriate court of competent jurisdiction venued in Union County.

1.11. BUY AMERICAN.
Pursuant to N.J.S.A. 40A:11-18, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

2. INDEMNIFICATION AND INSURANCE
2.1. INDEMNIFICATION.
The contractor’s liability to the County and its employees in third party suits shall be as follows:

a. Indemnification for Third Party Claims – The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

b. The contractor further agrees that this indemnification includes: claims and damage to property and bodily injury, sickness, disease or death to persons or injury to or destruction of tangible property, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed, which may arise out of or be caused by the actions, activities or omissions of the contractor’s employees, subcontractors and agents in connection with the performance of the work as outlined in this contract.

c. The contractor’s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations herein.

d. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the County the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the
purchase price less a reasonable allowance for use that is agreed to by both parties.

2.2. INSURANCE.

Commercial General Liability (CGL)
Each Occurrence (4)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Personal &amp; Adv. Injury</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Med, Expense Any One Person</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Damage to Premises</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Products – Comp/Op Aggregate</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

Auto Liability – Incl BI and PD (AL) (2)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Auto</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Or</td>
<td></td>
</tr>
<tr>
<td>All Owned</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>All Hired</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>All Non-Owned</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

Workers Compensation and Employee Liability

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Employee</td>
<td>Statutory</td>
</tr>
<tr>
<td>Each Accident</td>
<td>Statutory</td>
</tr>
</tbody>
</table>

Professional Liability or Errors and Omissions or Malpractice

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000.00</td>
</tr>
</tbody>
</table>

(1) The per occurrence and aggregate limits for specified coverage should apply on a per location or per project basis.
(2) Automobile Liability is required if an automobile is used in the execution of their contract.
(3) $5,000,000 CSL is required if driving out of state.
(4) Minimum limits for small contractors, artisans, consultants can be decreased to $500,000 per occurrence.
(5) Liquor liability is required if supplying alcohol beverages for event.

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.”

3. GENERAL TERMS GOVERNING ALL CONTRACTS

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

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

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

3.3. COUNTY’S OPTION TO REDUCE SCOPE OF WORK.
The County has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the County shall provide to the contractor advance written notice of the change in scope of work and what the County believes should be the corresponding adjusted contract price. (Deduct Change Order) within five (5) business days of receipt of such written notice.

a. If the contractor does not agree with the County’s proposed adjusted contract price, the contractor shall submit to the County any additional information that the contractor believes impacts the adjusted contract price with a request that the County reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the County shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

b. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the County an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the County may request. The County shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

3.4. CHANGE IN LAW.
Whenever a change in applicable law or regulation affects the scope of work, the County shall provide written notice to the contractor of the change and the County’s determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price within five (5) business days of receipt of such written notice.

a. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the County any additional information that the contractor believes impacts the adjusted contract price with a request that the County reconsider the adjusted contract price. The County shall make a prompt decision taking all such information into account.
account, and shall notify the contractor of the final adjusted contract price.

b. If the contractor has undertaken any work effort toward a deliverable task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the County an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the County may request. The County shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

4. TERMS AND CONDITIONS

4.1 SUBCONTRACTING.
If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor’s: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

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

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

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

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

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

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

4.6 CONTRACTOR LIABILITY UPON TERMINATION.
The County shall hold the contractor liable for actual damages permitted under the laws of the State of New Jersey arising out of or resulting from the termination of the contract.

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

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

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

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

Pursuant to N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the County or its designee upon request.
The contractor agrees that the County shall have the right to examine any of the contractor’s records that are directly related to this contract. The contractor shall preserve books, documents and records for a period of five (5) years from completion of the contract. During the term of the contract, all information by the contractor in the performance of this contract will be made available to the County within three (3) business days upon demand. If requested, the contractor shall deliver to the County all background material prepared or obtained by the contractor relating to the performance of this contract. Background material is defined as original work papers, notes and drafts prepared by the contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, computer files, pamphlets, and other literature.

The County or its authorized representatives shall at all reasonable times and upon 24 hour written notice, have the right to enter the premises or such other places where supplies to be provided under the contract are being stored, to inspect, monitor or otherwise evaluate the work or services being performed. If the County desires to inspect work on the contractor’s premises, the County will abide with all reasonable security procedures. All inspections and evaluations shall be performed in such a manner that will not unreasonably delay work.

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

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

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

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

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

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

4.14. ENTIRE CONTRACT.
These terms and conditions, bid documents, RFQs, RCCPs specifications and drawings, the mandatory minimum requirements, and the forms, contract documents, and bid submissions, as applicable, shall constitute the full and complete understanding of the parties hereto and supersedes any prior understandings, representations or oral or written contracts between the parties.

5. TERMS RELATING TO PRICE AND PAYMENT
5.1. PRICE FLUCTUATION DURING CONTRACT.
Unless otherwise agreed to in writing by the County, all prices quoted shall be firm through issuance of contract or purchase order and shall
not be subject to increase during the period of the contract.

In the event of a manufacturer’s or contractor’s price decrease during the contract period, the County shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The County must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause.

5.2. TAX CHANGES.
The County is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The County’s Federal Excise Tax Exemption number is 22-6002481.

6. PAYMENT
Unless otherwise stated in the scope of work, payment requests shall be submitted to the respective County Department every thirty (30) days. The payment request shall sufficiently detail the work performed, services provided or goods delivered and shall be accompanied by the Contract Identification Number and completed County Invoicing Form.

7. OPRA (Open Public Records Act)
Pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1.1 et seq. (OPRA), all information and documentation received in response to this Request for Contract documents will become the property of the County of Union. As such, your contract documents will be considered public information and will be available for review by individuals or agencies who request same from the County unless you affirmatively allege an exception to OPRA applies. It will be your responsibility to defend your position in the appropriate agency or court. Redaction, as a means of preventing disclosure of sensitive information may be available if your contract documents are requested pursuant to OPRA.

8. COOPERATION WITH OTHER VENDORS
The Vendor shall fully cooperate with other Vendors of the County of Union, the County of Union’s employees, or the employees of others as may be required by circumstances or directed by the County of Union.

9. DELIVERIES
Proposals may be hand delivered or mailed consistent with the provisions of
the Legal Notice to Proposers. In the case of mailed proposals, the County assumes no responsibility for proposals misdelivered or received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

10. **ADDITIONAL REQUIREMENTS**

**END OF GENERAL INSTRUCTIONS**
BASIS OF AWARD
(To be completed by County evaluation committee)

EVALUATION FACTORS

A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned

B. Knowledge of the County of Union and the subject matter to be addressed under this engagement

C. Relevance and Extent of Similar Engagements performed

D. Technical Proposal contains all required information

E. Reasonableness of Cost Proposal
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

<table>
<thead>
<tr>
<th>DOCUMENT TITLE</th>
<th>INITIALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• One (1) original and one (1) electronic copy of your entire proposal in PDF format on a CD or Thumb Drive Please include all information and affirmative statements as required in the section entitled “Standard Requirements of Technical Proposal”</td>
<td></td>
</tr>
<tr>
<td>• PROPOSER SIGNATURE PAGE</td>
<td></td>
</tr>
<tr>
<td>• VENDOR REFERENCES</td>
<td></td>
</tr>
<tr>
<td>• BUSINESS REGISTRATION CERTIFICATE</td>
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<tr>
<td>• STOCKHOLDER DISCLOSURE CERTIFICATION</td>
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<tr>
<td>• NON-COLLUSION AFFIDAVIT</td>
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<td>• AFFIRMATIVE ACTION REQUIREMENT</td>
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<tr>
<td>• AMERICANS WITH DISABILITIES ACT</td>
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<tr>
<td>• AFFIDAVIT OF NO CONFLICT OF INTEREST</td>
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<tr>
<td>• DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</td>
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<tr>
<td>• BUSINESS DISCLOSURE CERTIFICATION</td>
<td></td>
</tr>
<tr>
<td>• ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA (if applicable)</td>
<td></td>
</tr>
<tr>
<td>• COST PROPOSAL SECTION</td>
<td></td>
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</tbody>
</table>

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
PROPOSER SIGNATURE PAGE

1. If doing business under a **trade name**, **partnership** or a **sole proprietorship**, you must submit the proposal under **exact title** of the trade name, partnership, or proprietorship, and the proposal must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.

2. If a **Corporation**, the proposal must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.

3. Other persons **authorized** by **Corporate Resolution** to execute agreements on its behalf may also sign the proposal documents (pages).

4. The Person who signs this proposal form **must also sign** the **Non-Collusion Affidavit**.

5. You **cannot** witness your own signature.

---

NAME OF PROPOSER

SIGNATURE

CORPORATE SECRETARY

ADDRESS OF PROPOSER

PRINT NAME AND TITLE

CORPORATE SECRETARY

EMAIL: ___________________________

BY:

SIGNATURE

DATE

TELEPHONE: ______________________

FAX: ___________________________

AFFIX CORPORATE SEAL

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.
VENDOR REFERENCES

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

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

<table>
<thead>
<tr>
<th>ENTITY AND CONTACT NAME</th>
<th>EMAIL</th>
<th>TEL. NO.</th>
<th>Years Servicing Entity</th>
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<tbody>
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<td>1</td>
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</table>
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

ATTACH BRC HERE
STOCKHOLDER DISCLOSURE CERTIFICATION

Failure of the Proposer to submit the required information is cause for automatic rejection.

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

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

LEGAL NAME OF
PROPOSER: __________________________________________

Check the box that represents the type of business organization:
__Partnership  __Corporation  __Sole Proprietorship
__Limited Partnership  __Limited Liability Corporation
__Limited Liability Partnership  __Subchapter S Corporation

Complete if the Proposer/respondent is one of the 3 types of corporations:
Date Incorporated: __________________________
Where Incorporated: __________________________

BUSINESS ADDRESS:

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS</th>
<th>TITLE</th>
<th>% OF OWNERSHIP</th>
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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.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS</th>
<th>TITLE</th>
<th>% OF OWNERSHIP</th>
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Subscribed and sworn before me this __________ day of ______________, 2 ________.
______________________________________ (Affiant)
_____________________________________
(Print name & title of affiant)
(Notary Public)
My Commission expires:
____________________________________
(Corporate Seal)
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 ________________________________ (title or position) of ________________________________
(name of firm)
______________________________________________ the Proposer making this Proposal for the RCCP
entitled ________________________________, and that I executed the said proposal with
(full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated
in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above named project; and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the COUNTY OF UNION, NEW JERSEY relies upon the truth of
the statements contained in said Proposal and in the statements contained in this affidavit in awarding the
contract for the said project.

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

Subscribed and sworn to
before me this ______ day of ________________, 20____

________________________, 20____

Signature (Original signature only;
(stamped signature not accepted)
(Type or print name of affiant under signature)

________________________
Notary public of the State of _______

My Commission expires ___________
(Seal)

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST: 1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note to Proposer: The person who signed the Proposal form for the Proposer should sign this form also.

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

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

A. Procurement, Professional & Service Contracts

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

☐ A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

☐ A photocopy of your Certificate of Employee Information Report

OR

☐ A completed Affirmative Action Employee Information Report (AA302)

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

________________________________________________
Print or type FIRM NAME here

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

________________________________________________
Print or type NAME and TITLE here
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
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. § 12132 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner’s grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name_________________________________________________________ (Please print or type)

Signature_____________________________________________________Date __________________________
### BUSINESS DISCLOSURE STATEMENT

(To be submitted with proposal)

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Date</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
</tbody>
</table>

**Reason for censure:**

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Reason for Action:**

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

<table>
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<tr>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>State, County or Municipality</td>
</tr>
</tbody>
</table>

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

<table>
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<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
<td>Name</td>
<td>Date</td>
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</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If no, please explain.
AFFIDAVIT OF
NO CONFLICT OF INTEREST

State of New Jersey : 
County of : 

I, ________________________, the undersigned and ________________________
(Name) (Name of Office)
of the company/firm/agency named in the within proposal, do hereby swear to the following:

(1) I have full authority to make the representations set forth in this Affidavit; and

(2) I am unaware of any conflict of interest that could disqualify myself or my company/firm/agency should said company/firm/agency be selected among the list of approved vendors for the services and work by the County of Union, and shall immediately notify said County should one arise during the term of my contract.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS __________ DAY
OF __________ 20____.

____________________________________
(Print Name)

_________________________ ________________________
NOTARY PUBLIC OF (Signature)

MY COMMISSION EXPIRES:
__________, 20____.
DISCLOSURE OF INVESTMENT ACTIVITIES 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 pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

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

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

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

Relationship to Bidder/Offeror __________________________

Name_____________________________________

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_______________________________________________

County of Union RFP – FCC Radio Licensing Consulting Services
Opens 5/21/15 at 11AM
# ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM/ADDENDA

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

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Dated</th>
<th>Acknowledge Receipt (Initial)</th>
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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
COST PROPOSAL PAGE

Total cost
for August 1, 2015 through July 31, 2017 $_________

*Optional 24 month Extension at County’s sole discretion*
Total cost
for August 1, 2017 through July 31, 2019 $_________

Please add to this page or include additional pages on the specific break down of all fee’s.