

Virginia E. Haines, Freeholder Director John P. Kelly, Freeholder Deputy Director Gerry P. Little, Freeholder Gary Quinn, Freeholder Joseph H. Vicari, Freeholder Director

Michael J. Fiure, Director, Management & Budget Jennifer L. Bowens, Purchasing Agent

## COUNTY OF OCEAN ADMINISTRATION BUILDING 101 HOOPER AVENUE TOMS RIVER, NEW JERSEY 08753

#### **COMPETITIVE CONTRACT**

#### **PROPOSAL**

#### **FOR**

Ocean County Golf Course
Online Tee Time Booking/Integrated Tee Sheet Service System

#### NOTICE OF COMPETITIVE CONTRACTING PROPOSAL

# Ocean County Golf Course Online Tee Time Booking/Integrated Tee Sheet Service System

The Ocean County Department of Parks & Recreation is seeking sealed proposals for Online Tee Time Booking/Integrated Tee Sheet Service System.

The Ocean County Department of Parks and Recreation (OCP&R) owns and operates (2) golf courses, Ocean County Golf Course at Forge Pond & Ocean County Golf Course at Atlantis. OCP&R is seeking a vendor, to market these golf courses, integrate our point of sale system with online tee time booking, and develop online tee sheets. Proposals for an initial two (2) year agreement with three (3) optional one (1) year extensions are sought

#### **Specifications**:

A. <u>Tee Time Reservation and Point of Sale Integration:</u> Vendor shall integrate the existing OCP&R point of sale system, and online tee sheets. Vendor shall provide a full service Point of Sale to replace the existing system with 24/7/365 technical support. Vendor shall also provide an e-mail marketing tool, which can be launched from the Point of Sale as well as website integration of both. Ability to upgrade and implement current system to cloud based as part of contract.

#### **B.** Marketing Platform:

- 1. Promotion of courses and tee time inventory on providers website(s)
- 2. Marketing of courses across provider's assets including but not limited to internet, television, radio, and print.
- 3. Demand-based pricing support
- 4. Revenue at risk analysis
- 5. Tee sheet management services
- 6. Dedicated Market Management Team
- 7. Online tee time booking engine with online tools for managing tee time inventory, e-mail
- 8. Supply an in depth monthly report/analytics on all successful vendor bookings. Analytics including but not limited to; Year to year comparison, YTD comparison and month over month comparison. Supply source of bookings, e.g., successful vendor, County Website or mobile. Includes geographic location of golfers.
- C. <u>Web Based Electronic Tee Sheet:</u> Vendor shall provide OCP&R with an electronic tee sheet that interfaces with Vendors technology.
  - 1. Booking Engine Vendor should work with OCP&R to develop course's own golf course booking engine to be hosted by OCP&R. Minimum features which should be included are customizable booking engine components, multiple rate options, and promotional code abilities.
  - 2. E-mail capabilities Customer marketing tools should allow staff to send promotions, e-mails, and have the ability to sort and target particular customers based on their profiles.
- D. <u>Website Development and Hosting:</u> Vendor shall work with staff to develop each course's own customized website (to be hosted on a County owned domain) highlighting specific course features and programs.
  - 1. Integrated customized course website tee time booking engine.

- 2. Integrated e-mail sign up and marketing technology.
- 3. Calendar of events.
- 4. Social media integrations.
- 5. Unlimited site updates and support.
- 6. Optional Integrations: GPS, hole by hole satellite flyovers, photo gallery, etc...
- E. <u>Mobile Application Development and Hosting:</u> Vendor shall work with staff to develop mobile website (to be hosted by a County owned domain) with templates designed to highlight specific course features and programs.
  - 1. Integrated mobile course website tee time booking engine.
  - 2. Optional Integration to be included: GPS, hole-by-hole satellite flyovers, photo gallery, QR codes featuring hole-by-hole details/layout at ground level, etc...
  - 3. Sites to be viewed on Apple, Android, and Blackberry mobile operations platforms, and all major smartphone manufacturers.
- F. <u>Reservation Center/Staffed Call Center:</u> The Proposer shall have the ability to provide (if requested by OCP&R) a fully staffed "live" call center 24/7/365. The call center shall provide services including but not limited to:
  - 1. Friendly, courteous, and knowledgeable operators trained on the script for handling OCP&R's portfolio of golf courses.
  - 2. Established Quality Assurance/Quality Control program to monitor and review the quality of service afforded callers.
  - 3. Database growth and management by collecting data through reservations, provide reporting and projections for call center traffic.
  - 4. Low hold time and prompt attention to the caller's needs.
  - 5. Answer all calls to the main reservation and clubhouse direct members to free up staff working the pro shop counter.
  - 6. Reporting and analysis of call center metrics.

#### G. Training and Support:

- 1. The proposer shall provide on-site training at a central location and at each location identified herein for all users of the system within two days of installation. The training shall be designed to familiarize and make proficient system operators at each location. Training time does not include information into the system or upgrades. Training shall be separate and scheduled in advance, further periodic training shall be provided with all new releases and release updates. Training must occur Monday through Friday between the hours of 9am and 4pm only, or as scheduled by OCP&R.
- 2. The proposer shall provide sufficient documentation to allow system administrators full functionality of the system by using the reference guide. The manual and a quick reference sheet shall be provided and distributed during each training session, electronic versions shall also be provided to OCP&R in PDF format. All user manuals and reference guides shall be updated as new system releases and updates are rolled out.
- 3. The proposer shall provide maintenance on all leased equipment and same day response to issues. A local company within reasonable proximity to all specified locations must provide maintenance on all hardware. The vendor shall replace any equipment that cannot be fixed, no questions asked.

All proposals should include the following documents:

- 1. Certificate of Insurance
- 2. Current List of Board of Directors
- 3. Project Description
- 4. Certified Audit
- 5. Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 <u>OR</u> Copy of IRS letter granting tax exempt status under Sec. 501(c)3
- 6. Organizational Chart
- 7. Minimum of Five (5) Letters of Reference
- 8. Affirmative Action Regulations N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) Compliance Statement
- 9. Disclosure of Investment Activities in Iran (Mandatory Document)
- 10. Statement of Ownership in compliance with N.J.S.A. 52:25-24.2. (Mandatory Document)
- 11. Non-Collusion Affidavit
- 12. Signature Page

#### **Proposal Submission Requirements**

Sealed proposals will be received by the Ocean County Department of Parks & Recreation located at 1198 Bandon Rd. Toms River, NJ 08753at which time said proposals will be recorded.

All proposals must be enclosed in a sealed envelope, containing one (1) original and three (3) copies of the Competitive Contract proposal, bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelope. All proposals must arrive at the Ocean County Department of Parks & Recreation **no later than 3:00 PM on July 17, 2019.** 

The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in the Competitive Contract proposal.

**Evaluation Criteria** (Technical, Management & Cost Criteria to remain, add % to each of the 3 criteria sections, to total 100% – language below each criteria is editable)

A review committee will review and rank all responses. All proposals will be reviewed to determine if they conform to all the proposal requirements set forth and the following selection criteria will be used in award of a contract for the services described herein.

45% - Technical Criteria 45% - Management Criteria 10% - Cost Criteria

#### 1. Technical Criteria:

- i. Proposed methodology:
  - (1) Does the vendor's proposal demonstrate a clear understanding of the scope of work and related objectives?
  - (2) Is the vendor's proposal complete and responsive to the specific RFP requirements?
  - (3) Has the past performance of the vendor's proposed methodology been documented?

- (4) Does the vendor's proposal use innovative technology and techniques?
- ii. Are sound environmental practices such as recycling, energy efficiency, and waste reduction used?

#### 2. Management Criteria:

- i. Project management:
  - (1) How well does the proposed scheduling timeline meet the contracting unit's needs?
  - (2) Is there a project management plan?
- ii. History and experience in performing the work:
  - (1) Does the vendor document a record of reliability of timely delivery and on-time and on-budget implementation?
  - (2) Does the vendor demonstrate a track record of service as evidenced by on-time, on-budget, and contract compliance performance?
  - (3) Does the vendor document industry or program experience?
  - (4) Does the vendor have a record of moral integrity?
- iii. Availability of personnel, facilities, equipment and other resources:
  - (1) To what extent does the vendor rely on in-house resources vs. contracted resources?
  - (2) Are the availability of in-house and contract resources documented?
- iv. Qualification and experience of personnel:
  - (1) Documentation of experience in performing similar work by employees and when appropriate, sub-contractors?
  - (2) Does the vendor make use of business capabilities or initiatives that involve women, the disadvantaged, small and/or minority owned business establishments?
  - (3) Does the vendor demonstrate cultural sensitivity in hiring and training staff?

#### 3. Cost Criteria:

- i. Cost of goods to be provided or services to be performed:
  - (1) Relative cost: How does the cost compare to other similarly scored proposals?
  - (2) Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented?
- ii. Assurances of performance:
  - (1) If required, are suitable bonds, warranties, or guarantees provided?
  - (2) Does the proposal include quality control and assurance programs?

**Ranking** - All proposals will be reviewed for completeness and qualifications. The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interest of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

<u>Indemnity Clause</u> - The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

<u>Pay to Play Requirements</u> - Starting in January 2007, all 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 <a href="https://www.elec.state.nj.us">www.elec.state.nj.us</a>.

<u>Certification of Non-Involvement in Prohibited Activities in Iran</u> - Pursuant to <u>N.J.S.A.</u> 52:32-58, the proposer must certify that neither the vendor, nor one of its parents, subsidiaries, and/or affiliates (as defined in <u>N.J.S.A.</u> 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in <u>N.J.S.A.</u> 52:32-56(f). If the vendor is unable to so certify, the vendor shall provide a detailed and precise description of such activities.

<u>Transitional Period</u> - In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

<u>Statement of Ownership</u> - The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

#### **Business Registration Certificate –**

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

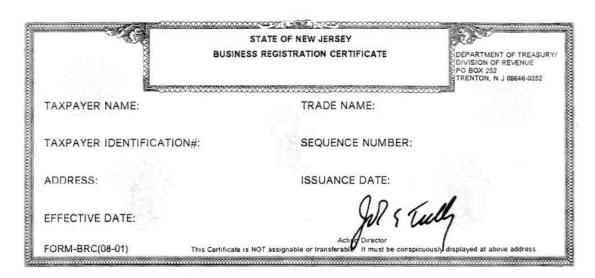
- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions

in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Please see samples of acceptable Business Registration Certificates on next page.



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

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE PROPOSAL SUBMISSION OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.



## 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

## NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:	
: ss COUNTY OF :	
COUNTI Of .	
<b>T</b>	C
l,	of of
and the State of	of full age, being duly sworn
according to law on my oath de	of full age, being duly sworn epose and say that:
decording to law on my outil di	spose and say that.
I am	of the firm of the vendor
making the Proposal for the ab	ove-named Project, and that I executed the said Proposal with
full authority so to do; that said	d vendor has not, directly or indirectly, entered into any agreement,
	or otherwise taken any action in restraint of free, competitive
	h the above-named Project; and that all statements contained in said
	re true and correct, and made with full knowledge that the
•	ne truth of the statements contained in said Proposal and in the
statements contained in this an	fidavit in awarding the contract for the said Project.
solicit or secure such contract percentage, brokerage or conti	o person or selling agency has been employed or retained to upon an agreement or understanding for a commission, ngent fee, except bona fide employees or bona fide established a maintained by  (Name of Contractor)
(N.J.S.A. 52:34-15).	(Name of Contractor)
	(Also type or print name of affiant under signature)
	( )
Subscribed and sworn to	
before me this	_
before me this, 20	<u>_</u> .
Notary Public of	
My commission expires	

#### **EXHIBIT A**

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 public agency through the Division's website at <a href="https://www.state.nj.us/treasury/contract\_compliance">www.state.nj.us/treasury/contract\_compliance</a>)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

## **AFFIRMATIVE ACTION QUESTIONNAIRE**

#### NOTICE TO ALL CONTRACTORS

### AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A.	ACTIVITY OF YOUR COMPANY- Indicate below:		
		☐ Pr	ocurement and/or Service Company ofessional Consultant her
	All Co	ntractor	s, except Government Agencies, are required to comply with the above law.
В.	TO AL	LL CON	TRACTORS:
	1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of contract, whichever is sooner, a Contractor should present one of the following to the County of Ocea		
		(a)	An existing federally approved or sanctioned affirmative action program.
		(b)	A New Jersey Certificate of Employee Information Report Approval.
		(c)	If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.
C.	QUES'	TIONS	BELOW MUST BE ANSWERED BY ALL CONTRACTORS:
	1.	Do you	a have a Federally approved or sanctioned Affirmative Action Program?
			Yes No
		(a)	If yes, please submit a photocopy of such approval.
	2.	Do you	a have a State of New Jersey "Certificate of Employee Information Report" approval?
			Yes No
		(a)	If yes, please submit a photocopy of such certificate.
			actor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.
			COMPANY:
			SIGNATURE:
			TITI E.

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

#### AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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 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 In any and all complaints brought pursuant to the COUNTY'S 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 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 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 provision 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 this Agreement or otherwise at law.

#### SIGNATURE PAGE

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

#### I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership	
The undersigned is a Corporation under the	law of the State
Individual	
of	, having principal offices
at	
	NAME OF COMPANY, CORPORATION OR INDIVIDUAL - PLEASE PRINT -
SIGNED BY:	
	PRINT NAME AND OFFICIAL TITLE
ADDRESS:	
	INCLUDE ZIP CODE
TELEPHON	E:
E-MAIL ADI	DRESS
FEDERAL IDENTIFICAT	ION NO.

## STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:		
Organization Address:		
PART I - Check the box that represents th		
☐ Sole Proprietorship (skip Parts II and III,	execute certification in Part IV)	
Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)		
☐ For-Profit Corporation (any type) ☐	Limited Liability Company (LLC)	
☐ Partnership ☐ Limited Partnership	p    Limited Liability Partnership (LLP)	
Other (be specific):		
PART II		
or more of its stock, of any class, or ogreater interest therein, or of all members.	addresses of all stockholders in the corporation who own 10 percent of all individual partners in the partnership who own a 10 percent or pers in the limited liability company who own a 10 percent or greater COMPLETE THE LIST BELOW IN THIS SECTION)	
OR		
partner in the partnership owns a 10 pe	n owns 10 percent or more of its stock, of any class, or no individual ercent or greater interest therein, or no member in the limited liability r interest therein, as the case may be. ( <b>SKIP TO PART IV</b> )	
(Please attach additional sheets if more space	e is needed):	
Name of Individual or Business Entity	Address	

## <u>PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II</u>

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and	
<b>Corresponding Entity Listed in Part II</b>	Address

#### **PART IV** Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Ocean to notify the County of Ocean in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

#### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

# PART 1: CERTIFICATION PROPOSERS <u>MUST COMPLETE</u> PART 1 BY CHECKING <u>EITHER BOX</u> FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. Proposers **must** review this list prior to completing the below certification. **Failure to complete the certification will render a vendor's proposal non-responsive**. If the Director finds a person or entity to be in violation of 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 party.

PLEAS	SE CHECK THE APPROPRIATE BOX:			
	I certify, pursuant to Public Law 2012, c. 25, that neith affiliates is <u>listed</u> on the N.J. Department of the Treasury's to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify the	ner the vendor listed below nor any of the vendor's parents, subsidiaries, or is list of entities determined to be engaged in prohibited activities in Iran pursuant at I am the person listed below, or I am an officer or representative of the entity in its behalf. I will skip Part 2 and sign and complete the Certification below.		
	<u>OR</u>			
	Department's Chapter 25 list. I will provide a detailed	nd/or one or more of its parents, subsidiaries, or affiliates is listed on the l, accurate and precise description of the activities in Part 2 below and sign such will result in the proposal being rendered as non-responsive and appropriate ed by law.		
You	PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the vendor's person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.  PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.			
Name		Relationship to Proposer		
Descri	ption of Activities			
Durati	on of EngagementAntic	cipated Cessation Date		
Propos	ser Contact Name	Contact Phone Number		
my know acknowled from the of inform certificat agreement unenforce	wledge are true and complete. I attest that I am authorized to edge that the County of Ocean is relying on the information of date of this certification through the completion of any contraction contained herein. I acknowledge that I am aware that the county of Ocean and that the County at its	nd state that the foregoing information and any attachments thereto to the best of o execute this certification on behalf of the above-referenced person or entity. I contained herein and thereby acknowledge that I am under a continuing obligation acts with the County to notify the County in writing of any changes to the answers at it is a criminal offense to make a false statement or misrepresentation in this prosecution under the law and that it will also constitute a material breach of my s option may declare any contract(s) resulting from this certification void and		
		Signature:		
	···· (- ·····)·	~-B		

Date:

Title:

## DOCUMENT CHECKLIST

**Project Title**:

Ocean County Golf Course Online Tee Time Booking/Integrated Tee Sheet Service System

<b>A.</b>		<u>s submitted</u> oser's INITIALS
Α.	MANDATORY CAUSE FOR REJECTION OF PROPOSAL	
X X X X	Statement of Ownership (N.J.S.A. 52:25-24.2) Acknowledgment of receipt of addenda or revisions (if issued) Disclosure of Investment Activities in Iran Cost Proposal	
В.	FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF PROPOSAL	
X X X X X X X X X X X	Non-Collusion Affidavit Affirmative Action questionnaire Signature Page One (1) Original and 3 Copies of Proposal Submission 5 Letters of Reference Certificate of Insurance Current List of Board of Directors Project Description Certified Audit Organizational Chart	
C. D	OCUMENTS REQUESTED TO BE INCLUDED WITH THE PROPOSAL	
<u>X</u>	Copy of New Jersey Business Registration Certificate in compliance with N.J.S.A. 52:32-44 <u>OR</u> Copy of IRS letter granting tax exempt status under Sec. 501(c)3 Copy of Proposer's Public Works Contractor Registration Certificate	
	D. THE UNDERSIGNED PROPOSER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.	
	PRINT NAME OF PROPOSER:	
	SIGNED BY:	
	PRINT NAME AND <u>TITLE</u> :	
	DATE:	

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

## ADDENDUM ACKNOWLEDGMENT

#### **COUNTY OF OCEAN**

ADDENDUM NO:	
ADDENDUM NO:	
ADDENDUM NO:	
<u>ACKNOWLEDGMENT</u>	
PROJECT ENTITLED:	
Acknowledgment is hereby made of the receipt of Addendum Noinformation for the above referenced project.	containing
PROPOSER:	
BY:	
SIGNATURE:	
TITLE:	
DATE:	

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF PROPOSAL SUBMISSION. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.