



**REQUEST FOR THE SOLICITATION FOR
THE REQUEST FOR PROPOSALS (RFP'S, RFO'S)
FAIR & OPEN PROCESS**

Date: 3/28/14

Department Mayors Office

1. Service
(detailed description): **PROVIDE MARKETING, ADVERTISING, PROMOTIONAL
& PUBLIC RELATIONS/CONSTITUENT CONSULTING SERVICES**

2. Estimated amount for this project: \$75,000.00

3. AMOUNT BUDGETED FOR THIS RFP: \$75,000.00

4. BUDGETED ITEM: YES X NO _____

(If no, is it an ordinance authorized material, service or supply?)

YES _____ NO _____ ORDINANCE NO.: _____

(B) Please identify the page number and line item appropriation sub-account:

Budget Page No. _____ Account No. _____

5. Check here if:

Federal Funds _____ State Funds _____

UEZ Funds _____ Davis Bacon Requirements _____

(If any of the above are checked, the project must be monitored by the department for compliance with prevailing wage rate policy and procedures.)

6. Date you want to receive proposals by: APRIL 25, 2014

7. Special conditions or instructions: NONE

8. Requested By:

William E. Lutz, Business Administrator
(Name – Please print or type)

(Signature)

Attachments:

- ____ Technical Requirements
- ____ List of vendors

Send copies to:
Purchasing Department
Business Administration

1. Introduction

This contract is to provide Marketing, Advertising and Promotional Services for the City of Vineland through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

2. Administrative Conditions and Requirements

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

2.1 Schedule

The dates established for the procurement are:

Release of RFQ: April 8, 2014

Proposal Due Date: April 25, 2014

Governing Body Action: TBD

Contract Commencement: TBD

2.2 Proposal Submission Information

Submissions Due by: APRIL 25, 2014 at 11:00 AM

One (1) Original & Three (3) copies must be submitted.

Submission Office:

Yvonne Lewis, Purchasing Agent

City of Vineland

Purchasing Office – City Hall

5th Floor

640 East Wood Street

Vineland, New Jersey 08360

Proposals should be provided in a sealed envelope with the title of the RFQ clearly marked on the outside. It is recommended that each proposal package be hand delivered. The City assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, e-mail or telephone is NOT PERMITTED. Delivery of a proposal to any other City of Vineland Department or office is not acceptable and may result in your bid arriving late in the Purchasing Department.

It is the bidder's responsibility to make sure the proposal is delivered to the proper office as listed above.

REQUEST FOR QUALIFICATIONS

**TO PROVIDE MARKETING, ADVERTISING,
PROMOTIONAL & PUBLIC RELATIONS/CONSTITUENT
CONSULTING SERVICES**

**DUE DATE:
TUESDAY, APRIL 25, 2014
BY
11:00 AM**

**Addressed to:
Yvonne Lewis, RPPO
Purchasing Agent
640 E. Wood Street
5TH Floor
P.O. Box 1508
Vineland, NJ 08360**

REQUEST FOR QUALIFICATIONS

TO PROVIDE MARKETING, ADVERTISING, PROMOTIONAL & PUBLIC RELATIONS/CONSTITUENT CONSULTING SERVICES

The City of Vineland is soliciting qualifications through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed Request for Qualification (RFQ) responses will be received by Yvonne Lewis, Purchasing Agent, on Tuesday, **April 25, 2014**, at **11:00 A.M.**, prevailing time in the Office of the Purchasing Agent, 640 East Wood Street, Vineland, New Jersey, 08360 for:

TO PROVIDE MARKETING, ADVERTISING, PROMOTIONAL & PUBLIC RELATIONS/CONSTITUENT CONSULTING SERVICES

Specifications and instructions may be obtained at the City of Vineland Purchasing Office, City of Vineland, 640 East Wood Street, Vineland, New Jersey, 08360.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 Affirmative Action and P.L. 1977, C.33 (N.J.S.A. 52:25-24.2) Corporate Disclosure.

Any questions regarding this Request for Qualifications shall be addressed to Yvonne Lewis, Purchasing Agent, City of Vineland, 640 East Wood Street, Vineland, New Jersey, 08360; telephone (856) 794-4000 ext. 4045.

Yvonne Lewis,
Purchasing Agent

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Submission Office:

Yvonne Lewis, Purchasing Agent

City of Vineland

Purchasing Office – City Hall

5th Floor

640 East Wood Street

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It is the bidder's responsibility to make sure the proposal is delivered to the proper office as listed above.

Respondents shall clearly mark their submittal package with the title of this RFQ and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the three (3) copies.

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

Proposal Opening:

There will not be a public opening for the Request for Proposal. Submission received, by the date and time of closing, will be opened administratively by respective members of the City at a time subsequent to the closing.

2.3 City Representative for this Solicitation

Please direct all questions in writing to:

Yvonne Lewis, Purchasing Agent
Voice: (856) 794-4000 ext. 4045
Fax: (856) 405-4605
Email: ylewis@vinelandcity.org

2.4 Interpretations and Addenda

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

2.5 Quantities of Estimate

Any quantities of work that may be provided herein are estimates solely provided for the purposes of this RFQ. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by owner to complete work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.6 Cost Liability and Additional Costs

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

Respondents will assume responsibility for all costs not stated in their qualifications. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.7 Statutory and Other Requirements

2.7.1 Compliance with Laws

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

2.7.2 Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 as identified in the documents attached hereto. The form enclosed herein shall be properly executed.

Failure by the respondent to complete and return this notice with their proposal submission shall be cause for their proposal to be rejected as non-responsive.

2.7.3 Americans with Disabilities Act of 1990

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

2.7.4 Statement of Corporate Ownership

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

Failure by the respondent to complete and return this notice with their proposal submission shall be cause for their proposal to be rejected as non-responsive.

2.7.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is included herein, shall be properly executed and submitted with the RFQ response.

Failure by the respondent to complete and return this notice with their proposal submission shall be cause for their proposal to be rejected as non-responsive.

2.7.6 N.J. Business Registration Certificate

Respondents shall be required to submit proof of their valid New Jersey Business Registration Certificate prior to contract award.

Pursuant to C57, PL2004, all New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall be required to submit proof of their valid Business Registration prior to contract award. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-9292. Online filing is available at

<http://www.nj.gov/treasury/revenue/gettingregistered.shtml>

2.8 Failure to Enter Contract

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

2.9 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the City shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the City of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision. In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.10 Challenge of Specifications

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

2.11 Payment

Invoices for contractor payment shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Document.

The City may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the contractor not complying with the terms of the contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Contractors shall be required to sign a City voucher for payment.

2.12 Ownership of Material

The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the City to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the City at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the City, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the City upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City. All information supplied to the City may be required to be supplied on CD-ROM media compatible with the City's computer operating system, MS Windows based, Lotus Suite.

2.13 Annual Disclosure Statement on Political Contributions

The consultant is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the consultant receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the consultant's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

3. Proposal Forms

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

Proposal Checklist
Non-Collusion Affidavit
Stockholder Disclosure
Affirmative Action Statement
Acknowledgment of Receipt of Addenda, if any.

4. Evaluation, Review and Selection Process

4.1 Qualifications to Remain Subject to Acceptance

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

4.2 Rejection of Qualifications

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

4.3 Evaluation Process

An evaluation team will review all qualifications to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the qualifications based upon the Evaluation Criteria. Qualified respondents will then be recommended to the governing body for award of contract(s), based on price and other factors.

4.4 Evaluation Criteria

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

4.4.1 Understanding of the Requested Work

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

4.4.2 Knowledge and Technical Competence

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

4.4.3 Management, Experience and Personnel Qualifications

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

4.4.4 Payment

The City shall make consultant payment upon receipt and approval of a detailed invoice, as described herein.

4.4.5 Notice of Award

The successful respondent(s) will be notified of the award of contract upon a favorable decision by the governing body at which time the respondent(s) shall be required to execute a City of Vineland contract.

SCOPE OF SERVICES

The Firm/Individual shall be required to provide Marketing, Advertising, Promotional and Public Relations/Constituent Relations Consulting Services for the City of Vineland as well as public/private enterprises related to the City of Vineland.

Marketing: The Firm/Individual shall develop a marketing strategy which shall assist Vineland in becoming a destination point of interest. Marketing shall include a strategy to attract residential, commercial, industrial, recreational and other interests in the City of Vineland. The Firm/Individual shall be expected to meet with all department heads and the administration to develop a strategy to market the City of Vineland. The Marketing Strategy shall include, whenever deemed appropriate, private and quasi-public interests.

The Firm/Individual shall prepare a marketing budget for each project prior to implementing the strategy for approval by the administration.

The Firm/Individual shall be responsible, with the assistance of the appropriate department head, to implement each marketing plan approved.

Advertising: The Firm/Individual shall develop an advertising scheme to be uniform for the City of Vineland which shall include a variety of applications including print, video, audio, billboards and on-line formats.

The Firm/Individual shall develop and coordinate partnership advertising opportunities incorporating Vineland business as well as City activities including recreational and public interest activities. They shall whenever possible interface with National, State and local tourism and economic development entities to provide the best possible attention to the City of Vineland.

The Firm/Individual shall develop an advertising budget for each advertising project taking into consideration any and all grant and other funding sources available. The advertising budget shall be reviewed by the administration prior to implementation.

The Firm/Individual shall be responsible with the assistance of the appropriate department head to implement the advertising campaign in a timely manner.

Promotional: The Firm/Individual shall be utilized for all purposes including economic development and public events. The firm/individual shall meet with all necessary department heads to gather all necessary data for that purpose. They shall also meet with all other necessary public entities including the Board of Education, Landis Sewerage Authority and Chamber of Commerce to obtain all necessary data.

The Firm/Individual shall coordinate all public events with related private enterprise wherever it is appropriate. The Firm/Individual shall utilize all available applications to promote the City of Vineland including print, video, audio, billboards and on line formats.

Public Relations/Constituent Relations: The Firm/Individual shall be responsible to research and address public issues with city staff and news reporters as requested by the Administration. They shall be responsible for Press Releases, whether written or verbal and provide all necessary media to address said issues with advice of appropriate administrative officers.

The Firm/Individual shall be responsible to research and address any and all constituent issues as directed by the Administration. They shall receive and research such issues with the assistance of its staff and address such concerns based upon the advice of city staff and decisions of the appropriate administrative officers.

General: The Firm/Individual shall be responsible to attend meetings of the administration, directors, department heads, committees and other necessary persons or entities required by the administration. They shall be readily available upon short notice to meet and discuss specific services to be provided. Attendance at evening meetings, including meetings of the City Council will be required from time to time.

QUALIFICATIONS

Each respondent shall submit the qualifications which will best serve to meet the above Scope of Service and provide the following:

1. Full name and business address, including any satellite offices. Preference shall be given to Vineland residents and/or those firms with offices located in the City of Vineland.
2. A description of the Firm, including the names of all key employees who will service the City of Vineland as well as their qualifications.
3. The Firm/Individual must have a minimum of 5 years of similar marketing, advertising and promotional experience working with governmental entities.
4. The Firm/Individual preferably shall have a minimum of 5-years experience specifically working with the development and implementation of marketing, advertising and promotional strategies of economic development and downtown improvement districts.
5. The Firm/Individual must have a minimum of 10-years experience in the production of broadcast quality audio and video material.
6. The Firm/Individual must have a working knowledge of all types of on-line formats.
7. The Firm/Individual shall provide a list of all government entities for whom they have performed similar marketing, advertising and promotional services including a description of the services performed and the dates of the same.
8. The Firm/Individual shall provide a list of industry recognitions received.
9. Representative samples of print, video and audio work related to services performed for governmental entities must be submitted with application.
10. The Firm/Individual shall provide the names of all employees providing

services to the City with their job description and hourly rate if any. In the event the Firm/Individual is providing one hourly rate, please provide the same. In the alternative, the firm individual shall provide all billing methods it intends to utilize, whether hourly rate and/or in combination with retainer.

INSURANCE REQUIREMENTS

Certificate(s) of Insurance shall be submitted with the qualifications showing proof of coverage of firm submitting proposal as follows:

1. Workers' compensation and employees liability insurance.
2. Commercial general liability covering both bodily injury with limits of \$1,000,000.00 per person and \$1,000,000.00 per accident and property damage with limits of \$1,000,000.00 per accident.
3. Comprehensive automobile liability insurance including operation of owned, non-owned and hired automobiles covering bodily injury with limits of \$1,000,000.00 per person and \$1,000,000.00 per accident and property damage with limits of \$1,000,000.00 per accident.

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER 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 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, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the 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.

Proposal Checklist

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

- Administrative Conditions and Requirements _____
- Scope of Work _____
- Evaluation Criteria _____
- Acknowledgment of Receipt of Addenda _____
- Non-Collusion Affidavit _____
- Stockholder Disclosure _____
- Affirmative Action Statement _____
- Affirmative Action Mandatory Language _____
- Americans with Disabilities Act Mandatory Language _____
- Business Registration Certificate _____
- Certificate(s) of Insurance _____
- Proposal Document _____

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

CITY OF VINELAND
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
TO PROVIDE
MARKETING, ADVERTISING AND
PROMOTIONAL SERVICES

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Signature required only if addenda is issued.

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 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 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 REQUIREMENTS

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

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

Required Affirmative Action Evidence for Goods, Professional Services and General Service Contracts – After notification of award but prior to the execution of Goods and Services and Professional Services Contracts one (1) of the following evidences of compliance with Affirmative Action requirements must be submitted:

1. A Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned Affirmative Action program. A copy of the approved letter is to be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one (1) year from the date of issuance.

2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302, by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

3. The vendor shall complete an Initial Employee Report, Form AA-302, and submit it to the Division with a copy to the Public Agency. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

CORPORATE DISCLOSURE STATEMENT
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

FAILURE BY THE BIDDER/RESPONDENT TO SUBMIT
THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

Check one:

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

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

Check which business entity applies:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Partnership

Limited Liability Corporation

Subchapter S Corporation

Other _____

Complete if bidder/respondent is one of the three types of corporations listed above:

Date Incorporated: _____ Where Incorporated: _____

Business Address:

Name of business: _____

Street address: _____

Post office box number/address: _____

Telephone: _____ Fax: _____ Email: _____

(Corporate Disclosure continued on next page)

(Corporate Disclosure continued)

List below the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes or who own 10% or greater interest therein.

Stockholders

Home Address

**FAILURE BY THE BIDDER/RESPONDENT TO SUBMIT
THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

NON-COLLUSION AFFIDAVIT

State of _____

County of _____ ss:

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

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

I am _____ of the firm _____
(Title or Position) (Name of Firm)

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

(N.J.S.A. 52:34-15).

Subscribed and sworn to
Before me this day

_____ 20____.

(Signature of Affiant)

(Signature of Notary Public
of Affiant)

(Typed or Printed Name)

My Commission expires _____
(Month, Day, Year)

PROPOSAL DOCUMENT

TO THE COUNCIL OF THE CITY OF VINELAND:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to provide the materials and services described and proposed herein, for the following:

Name of Service:

TO PROVIDE MARKETING, ADVERTISING AND PROMOTIONAL SERVICES

COMPANY: _____

ADDRESS: _____

RFQ SUBMITTED BY: _____
(Please Print Name)

SIGNATURE: _____

TITLE: _____ DATE: _____

TELEPHONE: _____ FACSIMILE: _____

TAXPAYER IDENTIFICATION NUMBER: _____

**By submitting and signing this RFQ, we certify that we
are familiar with all conditions and requirements of this RFQ**