

# **PARTNERSHIP FOR HADDONFIELD**

## **PUBLIC RELATIONS SERVICES**

### **REQUEST FOR PROPOSAL**

**BOROUGH OF HADDONFIELD  
CAMDEN COUNTY, NEW JERSEY**

Date Packet Available: February 28, 2020

RFP Due By: April 8, 2020

# **REQUEST FOR PROPOSAL**

## **PUBLIC RELATIONS SERVICES**

NOTICE IS HEREBY GIVEN that proposals and qualifications are being solicited by the Partnership for Haddonfield to obtain Public Relations Services. This is a competitive contracting process. Individuals or firms responding to this Request for Proposal should have extensive experience, a knowledgeable background and qualifications in the provision of the services described.

The RFP package for this service is available in Room 101 of Municipal Hall, Borough of Haddonfield, 242 Kings Highway East, Haddonfield, NJ 08033 during regular business hours (8:30 am to 4:30 pm). This RFP package can also be obtained from the Haddonfield website: <http://www.DowntownHaddonfield.com>

The Partnership for Haddonfield requires that the RFP response be submitted no later than Wednesday, April 8, 2020 at 3 p.m. in Room 101 of the municipal building.

Susan Hodges  
Chair, Partnership for Haddonfield

## **1.0 INTRODUCTION**

The Partnership for Haddonfield, Inc. (PfH) is the non-profit management corporation for Haddonfield's Business Improvement District. The ordinance creating the district was adopted in 2004 to encourage self-help and self-financing programs within the business community, enhance the commercial viability and attractiveness of the business district and promote growth and employment within the Borough. The Borough of Haddonfield is a 2.5 square-mile community of just under 12,000 residents, located in Camden County, New Jersey.

PfH membership includes over 520 businesses, consisting of retail, restaurants, professional and service businesses.

The mission of PfH is to provide leadership that produces the best downtown in the region, by creating and promoting a superior business mix and enhancing the image of Haddonfield in the marketplace.

PfH offers grant programs to attract distinctive retailers in targeted categories and fine dining restaurants, sponsors business networking events, maintains and promotes the DowntownHaddonfield website, actively markets the downtown, and organizes special events.

PfH is soliciting proposals from experienced and qualified individuals or firms for professional public relations services. It wishes to enter into a formal relationship with a contractor that has a strong track record of securing media coverage for its clients, and has, or has reliable access to, the special expertise, facilities, equipment and/or other resources needed to create, produce, disseminate, and distribute publicity/communication materials for PfH.

## **2.0 SCOPE OF WORK**

### **2.1 PUBLIC RELATIONS OBJECTIVES**

The overall key objective of the Public Relations firm is to position Haddonfield as the premier downtown shopping/dining and professional services destination in the Delaware Valley. The primary focus is to promote the Haddonfield Business District; the secondary focus is promoting PfH.

#### **A. Haddonfield Business District**

- Promote Haddonfield as the premier retail and downtown shopping/dining area in the Delaware Valley.
- Promote Haddonfield's dining options and restaurants as the way to taste something new in the Delaware Valley
- Position Haddonfield as a beautiful, clean and safe downtown destination with a wide variety of shops/boutiques, family-fun events and restaurants
- Pursue regional and national award opportunities, and promote Haddonfield as an award-winning, world-class downtown destination
- Position Haddonfield as an entertainment, shopping and dining destination by promoting the town's events including, but not limited to, Girls' Night Out, Sidewalk Sale Days, Haddonfield Uncorked, Small Business Saturday Weekend, Holiday Candlelight Shopping
- Monitor media for opportunities to participate in editorial calendars, trends, upcoming features, gift guides, holiday guides
- Take pictures at every major downtown event

#### **B. Partnership for Haddonfield**

- Garner positive media coverage of PfH activities
- Expand the knowledge and understanding of PfH with the public generally and the residents of Haddonfield in particular
- Publicize the successes of PfH which have occurred over the past 1-2 years
- Explain the plans and goals of PfH for the future

### **2.2 TARGETED AUDIENCES**

PfH has a number of audiences that it needs to communicate with from time to time. Examples include:

- Haddonfield residents
- Shoppers within a 10 mile radius of Haddonfield
- Shoppers throughout the Delaware Valley
- Visitors and tourists
- Independent business owners in the Tri-state area
- Local property owners (both resident and non-resident)

## 2.3 TARGETED MEDIA

To get messages to these audiences, PffH uses a variety of regional media. Examples include:

- Local weekly newspapers such as the *Haddonfield Sun*, *The Retrospect*, *What's On*, *Philadelphia Weekly*
- Daily newspapers – *Courier-Post*, *Philadelphia Inquirer*
- Local magazines - *South Jersey Magazine*, *Philadelphia Magazine*
- Radio – KYW News, Free101
- Internet – DowntownHaddonfield website, philly.com

## 2.4 PUBLIC RELATIONS TACTICS

Examples of Public Relations tactics that have been or could be employed are:

- News releases and pitches to local papers, regional magazines, and TV
- Canned or bylined articles (by board members of PffH, Borough commissioners, business owners) written for the local media
- Letters to the editor
- Fact sheet on PffH (*i.e.* how we are helping to retain businesses through grant programs, etc.)
- FAQs about PffH
- Updates to website
- Newsletter targeting residents

## 2.5 PUBLIC RELATIONS MESSAGES

Examples of potential Public Relations messages could be:

- Upcoming events
- Downtown vitality during a recession
- Business success stories
- New initiative(s)
- New businesses coming to town
- Milestones (xx years of business operation, etc.)
- “Partnership” – what it's all about & successful strategies implemented

Information for these messages will be provided by PffH. The contractor will be expected to attend the six yerly PffH board meetings that are held on the designated Wednesday from 8:30 a.m. Attendance at Marketing or other Committee meetings will be necessary at times.

## **2.6 DELIVERABLES**

In order to achieve the stated objectives, the following deliverables are within the scope of work:

- Set goals for a specific PR campaign, activity, or major town event
- Target the audience
- Develop positioning points, media “angles” and publicity venues
- Craft the message, prepare press releases
- Convey the effective angle of the story
- Create effective ways to deliver the message
- Target the right media outlets to tell the story
- Pursue the network of contacts that will spread the word
- Monitor the media to track results
- Prepare press kits
- Provide pictures of downtown events
- Co-ordinate quarterly educational seminars to benefit PfH membership

### **3.0 PROPOSAL SUBMISSION REQUIREMENTS**

#### **3.1 PROPOSAL SUBMISSION INFORMATION**

Submission Date & Time: April 8, 2020 by 3:00 pm  
Submit one (1) original and five (5) bound copies of the proposal and one (1) unbound copy for further copying (if necessary).

Submission Address: Susan Hodges, Chair  
Partnership for Haddonfield  
Borough Hall, Room 101  
242 Kings Highway East  
Haddonfield, NJ 08033

Proposals must be received in a sealed envelope designated “Public Relations Services RFP” and must be mailed or hand delivered to the submission address above.

The request must provide evidence showing that the individual is or represents the principal or principals responsible for the submitted proposal.

Only those RFP responses received within the submission date and time deadline will be considered. Responses forwarded to PfH before the submission date and time specified above may be withdrawn upon written application of the Respondent. After the submission date and time specified above, responses that have been collected by the PfH must remain firm for a period of sixty (60) days.

This is a competitive contract. There will be a public reading of the names and prices of the respective proposals at 3 p.m. on Wednesday, April 8, 2020 in Room 102 of the Municipal building of the Borough of Haddonfield.

#### **3.2 WHO TO CONTACT**

Respondents are expected to examine the RFP with care and observe all specified requirements. All questions about the meaning or intent of this RFP are to be directed to PfH prior to the submission deadline.

Please direct questions to: Email: [pfh@haddonfieldnj.org](mailto:pfh@haddonfieldnj.org)  
Phone: 856-216-7253

### **3.3 SECTIONS TO BE INCLUDED IN THE RESPONSE**

Each proposal must include the sections described below. PfH understands that this information may be considered to be proprietary and privileged and where the Respondent so indicates it shall be treated as such and used for in-house evaluation by PfH personnel only.

#### **a. Title Page**

The proposal shall include a title page identifying the project, respondent's firm, subcontracting firm(s) (if applicable), name of the respondent's primary contact, address, telephone number, facsimile number, and e-mail address.

#### **b. Table of Contents**

The proposal shall include a table of contents, listing the titles and page numbers for each major item contained in the proposal.

#### **c. Executive Summary**

The proposal shall include a summary of the key points, highlights, and pricing contained in the response.

#### **d. Company Overview**

This statement shall set forth brief details of the resume of the individual or origin of the firm, including any parent company, the firm's principal activities, the number of personnel in the firm, and the firm's office locations.

The Respondent shall provide a brief history of the firm, including year established and number of years the firm has been offering public relations services.

The Respondent shall also provide at least three (3) summaries of past experiences and projects of a similar size and scope. Please include the applicable client name and address.



The Respondent shall briefly describe any current projects in work or pending projects. The description shall include the location of the current project, client contact address and telephone number, project schedule, and percent complete of each project.

**e. Proposed Public Relations Plan to Achieve Objectives**

The proposal shall include an outline or brief explanation of how the Respondent would achieve the objectives stated in Section 2.0 of this RFP.

**f. Measurement of Results**

The proposal shall include a brief explanation of how the firm measures the results of their efforts expended on behalf of their clients.

**g. Staffing and Qualifications**

The proposal shall include a section describing the organizational structure the Respondent believes is necessary to accomplish the PfH PR objectives. Both the PfH's and Respondent's resources should be considered. The office location(s) where the work will be performed shall be clearly indicated.

The Respondent shall provide the identity, professional credentials, and resumes of the principals and other key personnel to be assigned to the project. The listing shall identify the responsibilities of each individual assigned to the project.

**h. Demonstrated Capabilities**

Please provide the following additional information stated below that is representative samples of products that are produced specifically by the personnel who would be assigned to PfH.

- 1) include 1-2 samples press releases that illustrate writing style and content
- 2) Describe a public relations strategy that was particularly effective for a client
- 3) State how your firm's capabilities differentiate you from your competitors
- 4) List the local/regional media where you have successfully secured media coverage for your clients
- 5) List the key media contacts with whom you have an ongoing working relationship

**i. Cost Proposal**

The proposal shall include a section containing the fee proposal for services. The fee proposal should clearly indicate the services associated with the fees and reflect the full scope of services requested. Prices contained in the proposal are firm for the duration of the Contract.

Respondents may propose fee structures including: retainers, hourly rates, project fees or some combination thereof. All fees proposed should be clear and inclusive of all costs and expenses that may be incurred by PfH under any alternative fee structure.

Specifically, a monthly RETAINER FEE STRUCTURE to state:

- 1) the monthly fee
- 2) the number of monthly hours covered
- 3) the activities and deliverables that are included
- 4) exclusions
- 5) out of pocket expenses that could be additional costs to PfH

An hourly fee structure to state:

- 1) the hourly fee
- 2) approximate number of hours, on an average per month, to cover the respondents proposed public relations plan to meet stated PfH objectives
- 3) out of pocket expenses that could be additional costs to PfH

#### **4.0 BASIS FOR SELECTION & EVALUATION FACTORS FOR AWARD**

The proposals will be reviewed by the Partnership for Haddonfield. In evaluating proposals, PffH will consider the qualifications of the Respondents, whether or not the proposals comply with the prescribed requirements, and such alternates, pricing, and other data, as may be requested in the RFP.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a firm:

1. Completion of all required responses in the correct format.
2. An assessment of the Contractor's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
3. The Contractor's stability, experiences, and record of past performance in delivering such services.
4. Evidence of established relationships with regional media and proven track record of placing stories.
5. Qualifications, skills and experience of the individual assigned to PffH for this engagement.
6. Availability of personnel with the required skills and experience for the specific approach proposed.
7. Ability to provide services in a timely manner.
8. Outcome of references.
9. Overall cost of Contractor's proposal.

## **5.0 CONTRACT TERMS AND CONDITIONS**

The following provisions shall be applicable to this RFP and be made a part of the Respondent's response. These provisions, as well as the contents of the successful Respondent's proposal, as accepted by PfH, will become part of any contract awarded as a result of this RFP.

### **5.1 Consultant's Services**

Consultant shall be available and shall provide to PfH professional consulting services in the area of public relations and communications as set forth in the Contract. Consultant shall not perform any additional work or services outside the scope of services without first obtaining written approval from PfH.

### **5.2 News Releases and Communications**

Respondent shall not be permitted to issue news releases or place any communications pertaining to any aspect of the services provided under this Contract without prior consent of the designed PfH official.

### **5.3 Independent Contractor**

Nothing herein shall be construed to create an employer-employee relationship between PfH and Respondent. Respondent is an independent contractor and not an employee of PfH or any of its subsidiaries or affiliates. The Respondent will not represent to be or hold himself or herself out as an employee of PfH. Each party under this Agreement shall be solely responsible for its own financial obligations. Neither party shall have the right to create any obligations, expressed or implied, on the behalf of the other.

### **5.4 Confidentiality**

In the course of performing Consulting Services, the parties recognize that the Respondent may come in contact with or become familiar with information which PfH or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information that may be of value to a competitor. Respondent agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate PfH personnel or their designees.

### **5.5 Ownership of Material**

All data, technical information, materials gathered, oriented, developed, prepared, used or obtained in performance of the contract shall be and remains the property of PfH and shall

be delivered to the Partnership upon 30 days notice by PfH, subject to the condition that all financial obligations of PfH to Respondent have been fully and completely discharged.

#### **5.6. Contract Term**

The Contract for services will be for one (1) year from the award of the Contract.

#### **5.7 Binding Effect, Assignment**

This Agreement shall be binding upon and shall inure to the benefit of Respondent and PfH and to the successors and assigns of PfH. The successful Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of PfH. PfH will consider the successful Respondent identified as the Prime Contractor to be the sole point of contact with regard to contract matters. The Prime Contractor will be required to assume sole responsibility for delivery of all services.

#### **5.8 Compliance with Laws**

The Respondent shall provide PfH with consulting services in all aspects of the Work to which the resulting Contract applies. Any agreement entered into between the successful Respondent and PfH must be in accordance with and subject to compliance by both parties with the Local Public Contracts Law of New Jersey and the specific provisions of N.J.S.A. 40A:11-5(a) thereof pertaining to professional services. The successful Respondent must agree to comply with the non-discrimination and all other laws and regulations applicable to the performance of services thereunder. The successful Respondent will be required to sign and acknowledge such certificates as may be required by this RFP.

#### **5.9 Proposals to Remain Subject to Acceptance**

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. PfH will either award the Contract within the applicable time period or reject all proposals.

PfH may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the bids of any Respondents who consent thereto may, at the request of PfH, be held for consideration for such longer period as may be agreed.

#### **5.10 Availability of Funds**

PfH is funded primarily through an annual assessment on businesses in the downtown business district. Pursuant to statutory requirements, any contract resulting from this RFP shall be subject to the availability and appropriation of sufficient funds by the PfH board of Trustees. Continuation of the terms of this contract beyond the fiscal year is

contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, PfH reserves the right to cancel this contract.

### **5.11 Rejection of Proposals**

PfH reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such Respondent fails to satisfy PfH that such Respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein.

### **5.12 Failure to Enter Contract**

Should the Respondent to whom the contract is awarded fail to enter into a Contract within fourteen (14) days, Sundays and holidays excepted, PfH may then, at its option, accept the proposal of another Respondent.

### **5.13 Time for Completion**

It is hereby understood and mutually agreed, by and between the Respondent and PfH, that timeliness of completion for each project included in this Contract is essential. The Respondent agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the proposed time.

### **5.14 Termination of Contract**

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

Under the terms of the Contract, the Respondent shall agree to indemnify and hold PfH 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 PfH under this provision.

In case of default by the Respondent under the terms of the Contract, PfH may procure the articles or services from other sources and hold the successful Respondent responsible for any excess cost occasioned thereby.

### **5.15 Contractor Payment**

Payment for each project will be made upon the submission by the Respondent to PfH of an invoice on a form prescribed by PfH. Invoices may be submitted on a monthly basis

or other mutually agreed interval of time and shall specify, in detail, the periods for which the progress payments are claimed, the services performed during the prescribed period, the amount claimed, and an activity report that specifies results during the payment period.

#### **5.16 Propriety Information**

All responses to this Request for Proposal, with the exception of proprietary information, shall be subject to public scrutiny subsequent to the selection of a Contractor. Each Respondent must clearly designate in its RFP response any information which it deems to be proprietary. It is PfH's expectation that the vast majority of RFP responses will contain no proprietary information. Therefore, any such designation must be limited in scope and reasonably based.

## **6.0 STATUTORY REQUIREMENTS**

The following statutory requirements shall be applicable to this RFP and be made a part of the Respondent's response. Sample documents for items 6.3 through 6.7 can be found in Appendix A. Respondents may contact PfH if they have questions concerning these items or the necessary forms associated with these items.

### **Failure to submit the required documents is cause for the bid to be rejected.**

#### **6.1 Business Registration Certificate**

In compliance with P.L. 2004, c.57, starting September 1, 2004, all business organizations and individuals that do business with a county or municipality must register and obtain a "Business Registration Certificate" issued by the NJ Department of Treasury, Division of Revenue. The law defines a "Business Organization" as an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

### **The Statutes states that failure to submit the Business Registration Certificate is mandatory cause for the bid to be rejected.**

There is no charge to obtain a certificate. Businesses can obtain a certificate by calling (609) 292-1730 or at [www.nj.gov/njbgs](http://www.nj.gov/njbgs). Individuals can obtain a certificate by calling (609) 292-1730 or at [www.nj.gov/treasury/revenue/pdforms/rega.pdf](http://www.nj.gov/treasury/revenue/pdforms/rega.pdf).

#### **6.2 Insurance and Indemnification**

The contractor must assume all risks connected with this work. The contractor shall comply with all State Laws and Regulations concerning Worker's Compensation and shall maintain such insurance as will protect the contractor against all claims for damages for personal injury, including death, and property damage which may arise during or as a result of the work done under this Contract, either by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.

### **The Contractor shall not commence work under this Contract until all insurance required by this section has been obtained and such insurance has been approved by PfH, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained and approved.**

The Contractor's insurance shall apply to and provide coverage for all subcontractors and/or suppliers unless the Contractor forwards to PfH the Certificate of Insurance for the



subcontractor and/or supplier. Insurance coverage shall remain in effect until all work under the Contract has been accepted by PfH and at all times thereafter when the Contractor may be replacing defective work.

The Contractor shall furnish PfH with proof of insurance by providing a Certificate of Insurance from the authorized agent. The PfH and the Borough of Haddonfield shall be named as an additional insured. The Contractor shall give PfH 30 day written notice of any material change in, cancellation of, or expiration of the policies. Any insurance company providing coverage must be authorized to do business in the State of New Jersey. **The Contractor may submit to PfH, after notification of award but prior to execution of the contract:**

Worker's Compensation and Employer's Liability – Statutory

### **6.3 Mandatory Affirmative Action Certification**

Each Contractor shall submit to PfH, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

**This form provides the bidder guidance on the requirements. It is advisory in nature only and is a non-mandatory, waiveable form.**

For information on the requirements of the Affirmative Action Law, contact:  
Division of Contract Compliance & Equal Employment Opportunity in Public Contracting  
Department of the Treasury  
State of New Jersey  
P.O. Box 209  
Trenton, NJ 08625-0209  
(609) 292-5473  
Web Address: [www.state.nj.us/treasury/contract\\_compliance/ccmail.html](http://www.state.nj.us/treasury/contract_compliance/ccmail.html)

The requirement is described and fully displayed in Appendix A

### **6.4 Americans with Disabilities Act of 1990**

The Federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The requirement is described and fully displayed in Appendix A

## **6.5 Stockholder Disclosure**

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

The Attorney General has concluded that the provisions of N.J.S.A, 53:25-24.2, 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.

This requires bidders to disclose whether they are a partnership, corporation or sole proprietorship. This form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**Failure to submit the Stockholder Disclosure is cause for the bid to be rejected.**

The requirement is described and fully displayed in Appendix A

## **6.6 Debarred, Suspended and Disqualified Bidder Provision**

The Respondent shall submit with its RFP response a sworn statement, which is part of this RFP, signed by an officer or partner of the Respondent's firm, indicating whether or not the Respondent is, at the time of the proposal, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders.

**Failure to submit the Debarred, Suspended and Disqualified Bidder Provision is cause for the bid to be rejected.**

The requirement is described and fully displayed in Appendix A

## **6.7 Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

**Failure to submit the Non-Collusion Affidavit is cause for the bid to be rejected.**

The requirement is described fully displayed in Appendix A

## **APPENDIX A**

### **ADMINISTRATIVE FORMS**

## PROPOSAL CHECKLIST

The following checklist is provided to assist in the development of an RFP Response. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP response.

Please include this checklist with your RFP response.

**RFP:**

Title Page	_____
Table of Contents	_____
Executive Summary	_____
Company Overview	_____
Proposed PR Plan to Achieve Objectives	_____
Measurement of Results	_____
Staffing and Qualifications	_____
Demonstrated Capabilities	_____
Cost Proposal	_____

**DOCUMENTS: Failure to submit these documents is cause for the bid to be rejected**

Business Registration Certificate	_____
Stockholder Disclosure Certification	_____
Debarred List Affidavit	_____
Non-Collusion Affidavit	_____

**Additional Documents:** These documents may be submitted after notification of award but prior to the execution of the contract

Certification of Insurance	_____
Affirmative Action Compliance Notice	_____

Date: \_\_\_\_\_

Company: \_\_\_\_\_

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

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

1.0 A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2.0 A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**P.L. 1975. C. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, nation origin, ancestry, marital status, affection or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this non-discrimination 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, affection or sexual orientation or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code NJAC 17:27.**



## **BOROUGH OF HADDONFIELD**

### **MANDATORY LANGUAGE – AMERICANS WITH DISABILITIES ACT OF 1990**

The Federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The requirement is described and fully displayed in Appendix A.

## AMERICANS WITH DISABILITIES ACT OF 1990

### Equal Opportunity for Individuals with Disability

The contractor and the Partnership for Haddonfield, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”)(42 U.S.C. s121 01 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 there unto, 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 rising 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, 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 the Agreement or otherwise at law.

## **STOCKHOLDER DISCLOSURE CERTIFICATION**

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

The Attorney General has concluded that the provisions of N.J.S.A, 53:25-24.2, 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.

This requires bidders to disclose whether they are a partnership, corporation or sole proprietorship. This form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

**STOCKHOLDER DISCLOSURE CERTIFICATION**

This statement shall be included with Bid Submission

Name of Business \_\_\_\_\_

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

**OR**

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

**Check the item that represents the type of business organization:**

- Partnership
- Corporation
- Sole Proprietorship
- Limited Liability Corporation
- Limited Liability Partnership
- Limited Partnership

**Signed and notarize the form below, and, if necessary, complete the stockholder list below.**

(use additional paper if necessary)

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of  
\_\_\_\_\_. 2\_\_\_\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY )

) ss.

COUNTY OF

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

I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_ the Bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that PfH, as Owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this Bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee period, that PfH immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulations.

\_\_\_\_\_  
(Insert Name and Address of Contractor)

\_\_\_\_\_  
(Insert Name and Title of Affiant)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of the State of New Jersey

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY )

) ss.

COUNTY OF

I, \_\_\_\_\_ residing in \_\_\_\_\_, in the County of \_\_\_\_\_, in the State of \_\_\_\_\_, of full age, being duly sworn according to law upon my oath depose and say that I am (title) \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making this Proposal for the bid entitled \_\_\_\_\_, and that I executed the Proposal with full authority to do so; 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 PfH 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 \_\_\_\_\_ (N.J.S.A. 52:34-1 5).

(Name of Bidder)

\_\_\_\_\_

Signature)

\_\_\_\_\_

(Type or print name or affiant)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_

Notary Public of the State of New Jersey

My commission expires \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

ف No addenda were received:

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: