

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSALS, #21-27, MARKETING
CONSULTING SERVICES FOR THE COUNTY OF CAMDEN AND ITS AGENCIES
AND AUTHORITIES**

**PART I
Instructions To Vendors**

This is a 28-page document. Please be sure to read each page, including, without limitation, all attachments.

Please note: the terms “firm”, “provider”, “contractor”, “proposer”, “vendor” and “respondent” may be used interchangeably throughout this document.

1.0 PURPOSE

The intent of this Competitive Contracting Request For Proposals (“CCRFP”) and resulting contract is to obtain marketing consulting services for the County of Camden and its Agencies and Authorities.

Firms responding to this Competitive Contracting Request For Proposals should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Despite any language contained herein to the contrary, this document does not constitute a bid and is intended solely to obtain competitive proposals from which the County may choose a contractor(s) that best meet(s) the County’s needs. The County intends to award this contract pursuant to N.J.S.A. 40A:11-4.1 et seq., and N.J.A.C. 5:34-4.1 et seq.

Official County CCRFP documents are available from the County as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied the CCRFP document that may or may not be complete. The County is not responsible to prospective vendors for third-party supplied procurement documents.

2.0 BACKGROUND INFORMATION

The County of Camden seeks an experienced firm to assist with the development and design of a comprehensive marketing plan for the services as more fully described herein in Part II, Section A, Scope of Services.

The specific extent and character of the services to be performed shall be subject to the general control of the Director of Events and Community Outreach or his designee and those services for County Agencies/Authorities subject to the general approval and control of the Administration for those individual entities.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations. Specifically, it is the vendor's responsibility to be familiar with all federal, state and local statutes, and court rules and regulations applicable to the services to be provided.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

Five (5) copies of the Proposal, **INCLUSIVE OF ALL INFORMATION** required in Part I and Part II, Proposal Requirements should be provided. Proposals must be provided to the Camden County Division of Purchasing, Courthouse - 17th Floor, 520 Market Street, Camden New Jersey, 08102. Proposals are scheduled to be opened **Wednesday, June 30, 2021 at 11:00 a.m.** Any proposals received after said opening, whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title of the CCRFP clearly marked on the outside. If hand-delivering proposal it must be left in the marked bin accessible from the 6th Street entrance to the Courthouse. Bin access is M-F 8:30 A.M. to 4:00 P.M. only. The County 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, telephone, or e-mail is **NOT PERMITTED**.

Final selection of firm(s) shall be made by the Camden County Board of Commissioners by formal resolution. Contract(s) for services will be provided by the Office of County Counsel.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS

Any questions regarding this Competitive Contracting Request For Proposals must be made in writing to Anna Marie Wright, QPA, 520 Market Street, 17th Floor, Camden, NJ 08102 annamarie.wright@camdencounty.com. **All questions must be sent by email no later than Tuesday June 15, 2021 at Noon. Questions received after this date and time will not be addressed.**

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS

Addenda/revisions to this CCRFP shall be provided to all firms who have received this Competitive Contracting Request For Proposals.

5.0 INSURANCE

Prior to commencing services, the successful firm(s) shall furnish the County with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the

County and rated appropriately through A.M. Best. Firms must give the County a thirty-day notice of cancellation, non-renewal or change in insurance coverage.

Professional Liability and General Liability policies written on a "Claims Made" basis must continue the coverage for a period of three years from the expiration/termination date of the vendor's contract with the County

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request For Proposals and provide proof of same by supplying a certificate of insurance naming the County as additional insured with the signed contract. The notice to proceed and/or purchase order will not be issued by the County until the certificate of insurance is provided with the signed contract.

5.1 PROFESSIONAL LIABILITY

\$1,000,000.00 for errors and omissions/malpractice.

5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey; \$500,000.00 Employer's Liability.

5.3 GENERAL LIABILITY

\$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate for bodily injury and property damage.

5.4 AUTO LIABILITY

\$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein.

6.0 INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Camden, and its officials and employees and the County Agencies and Authorities and employees and officials, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

7.0 MISCELLANEOUS REQUIREMENTS

7.1 Camden County will not be responsible for any expenses incurred by

any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request For Proposals. Emphasis should be on completeness and clarity of content.

7.2 The contents of the proposal submitted by the successful firm(s) and this Request For Proposals may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the County of Camden.

7.3 Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.

7.4 The County of Camden reserves the right to reject any and all proposals received as may be provided by law.

7.5 Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement 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 the Camden County Administrator.

7.6 The selected firm(s) shall be required to comply with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of agreement.

7.7 The selected firm(s) shall be required to complete the Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (see attached certification) prior to the commencement of services. This requirement will be addressed upon execution of agreement.

7.8 All responses to this Request For Proposals shall be subject to public scrutiny in accordance with New Jersey statutes, rules, and regulations.

7.9 Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually.

7.10 Contracts awarded pursuant to this CCRFP may only be amended to provide for additional work within the scope of activities of the original contract, the need for which may arise or become apparent due to unforeseen and unforeseeable circumstances after the original contract award. Any contract amendment for additional work must be approved by resolution of the Board of Commissioners.

7.11 Where applicable, the selected firm(s) shall be prohibited during the

term of its contract from representing any individual or entity in any matter in which an adverse party is the County of Camden, the Board of Commissioners, the County Prosecutor, the County Sheriff, any County Row Officer or any officers, employees, departments or subdivisions of any of the aforementioned or in any matter which, in the sole discretion of the County, shall constitute a conflict of interest or shall have the appearance of impropriety.

7.12 All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.27, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including Camden County. It is the firm's responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

7.13 All Firms are advised that vendors and contracting units shall comply with the State Contractor Business Registration requirement ("BRC"). Firms may file a BRC with the County prior to award of contracts if not filed with the CCRFP. ALL FIRMS (AND THEIR SUBCONTRACTORS) COMPETING FOR COUNTY CONTRACTS MUST PROVIDE A COPY OF ITS BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE CCRFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR PROPOSAL (See also Part II, Section I, herein).

7.14 APPROVAL AND CERTIFICATION OF BILLING STATEMENT: Authorization for payment of periodic billing, final payments or retainage monies require approval and certification by formal resolution of the Camden County Board of Commissioners. Pursuant to N.J.S.A. 40A:11-19.1, unless otherwise provided for in the contract, the required payment date shall be 60 calendar days from the receipt of a properly executed invoice, or 60 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered. Interest on amounts due shall be paid for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. Interest shall be paid at the rate specified by the State Treasurer for State late payments.

7.15 N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS:

(a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC

(b) The contract partner shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

7.16 AMERICAN GOODS AND PRODUCTS TO BE USED WHERE AVAILABLE

Where applicable, pursuant to N.J.S.A. 40A:11-18, only manufactured and farm products of the United States wherever available, shall be used in the execution of the work or supply of goods as specified herein.

8.0 CRITERIA FOR EVALUATION OF PROPOSALS

The Competitive Contracting RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below (100 points possible):

8.1 Technical Criteria (30 Points) including but not limited to such things as:

i. Proposed Methodology

(1) Does the Bidder's proposal demonstrate a clear understanding of the scope of work and related objectives?

(2) Is the Bidder's proposal complete and responsive to the County's specific requirements?

(3) Has the past performance and experience of the Bidder's proposed methodology been documented?

(4) Any other criteria deemed relevant and appropriate by the Competitive Contracting RFP Committee.

8.2 Management Criteria (40 points) including but not limited to such things as:

i. Program Management:

(1) Is there a management plan? Does it meet the County's needs?

ii. History and experience in performing the work.

(1) Does the Bidder document a record of on-time, on-budget and contract compliance performance?

(2) Does the Bidder demonstrate a track record of service as evidenced by service history? Experience with government clients?

iii. Availability of personnel and other resources:

(1) To what extent does the Bidder rely on in-house resources vs. contracted resources?

(2) Is the availability of in-house and contract resources documented?

(3) Is the operating office located in the Camden County Region and, if not, is the ability to function elsewhere clearly documented?

iv. Qualification and experience of personnel:

(1) Are the personnel qualifications of employees documented, as to their experience in performing similar work? i.e. Resumes

(2) Is the current level of staff available for the needs of the County adequate, or is there a plan to recruit, screen, and hire additional employees?

v. Assurances of performances:

(1) Does the bidder have the required insurance, warranties, or guarantees according to the proposal?

vi. Bidder's financial stability and strength:

(1) Does the bidder have sufficient financial resources to meet its obligations according to the proposal?

8.3 Cost Criteria (30 points) including but not limited to such things as:

i. Cost of goods to be provided or services to be performed:

(1) Relative cost: How does the cost or fees compare to other similarly scored proposals?

(2) Full explanation: Is the price and its component charges, fees, etc., adequately explained or documented?

(3) Reasonableness and completeness of proposed budget: Are the administrative fees adequately documented and fair and reasonable?

Pursuant to N.J.A.C. 5-34-4.3(c), and at the County's sole option, after proposals are received, but prior to the completion of the evaluation of proposals, vendors may be invited to provide clarification regarding their submission. The presentation, if any, shall address only those matters specified by the County. The presentation, if any, shall not be used for negotiation of the contract.

9.0 TERM & TERMINATION

The term of the contract(s) that result from this CCRFP shall be for a period of three years: from 8/1/2021 to 7/31/24 with two (2) one-year options to renew. **The option(s) to renew shall be at the sole discretion of the County of Camden.**

The County may terminate the agreement for any reason upon thirty (30) days written notice to the firm. In this event, the County shall only be responsible for payment up to the effective date of termination.

10.0 PUBLIC DISCLOSURE

Following selection of a firm, all proposals, properly identified proprietary information excepted, shall be subject to public scrutiny. Each firm submitting a proposal must therefore clearly designate any information it provides that it deems to be proprietary. Any such designation must be both reasonable and limited in scope. In any case, disclosure or non-disclosure of such information shall be subject to applicable state statutes.

11.0 STATEMENT OF OWNERSHIP DISCLOSURE

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) and as amended, provides that no Corporation or partnership shall be awarded any County contract for the performance of any work or the furnishings of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said

corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the Corporation or partnership who own ten percent or more of its stock or any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Accordingly, each proposal **must** be accompanied by a completed Ownership Statement in the form attached hereto as **Exhibit A**. Failure to submit Statement of Ownership Disclosure prior to or with proposal shall be cause for immediate rejection.

PART II **PROPOSAL REQUIREMENTS**

FORMAT

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. MBE/WBE Tracking Information
- I. State Contractor Business Registration Program
- J. Certification of Debarment
- K. Statement of Allowable/Unallowable Expenses - **(Not applicable to this CCRFP)**
- L. Disclosure of Investment Activities in Iran - **must complete, sign and return with CCRFP**
- M. Exhibit A, Statement of Ownership Disclosure - **must complete, sign and return with CCRFP**
- N. Exhibit B, Issuance of Addendum - **must complete, sign and return prior to award of contract**

All sections are to be addressed and specifically referenced.

The following explains what we expect in each of the major sections.

SECTION A - SCOPE OF SERVICES

The County of Camden ("County") seeks an experienced firm with sufficient resources to provide the Marketing Consulting Services as more fully described herein for the County and various county departments and agencies. The selected firm will have a close working relationship with the County and may interact with various other representatives from County government and the related autonomous County Agencies and Authorities, which may include the Camden County Board of Social Services, Camden County Library Commission, Camden

County Municipal Utilities Authority, Camden County Improvement Authority, Camden County Technical Schools, and the Pollution Control Financing Authority of Camden County, (collectively "County Agencies"). The selected firm will assist the County with developing and designing a marketing plan to effectively position the County and provide a consistent message to its constituents and customers.

1. Experience and Qualifications:

Proposers shall have substantial experience with the following:

- Professional experience in communication services
- Producing quality graphic design and copywriting
- Devising, implementing and coordinating marketing campaigns and promotions.
- Developing, implementing, monitoring and adjusting media strategies while working within a dedicated budget to promote programs, events, and facilities.
- Coordinating with multiple parties to meet deadlines
- Working with local, municipal and non-profit entities a plus.

Firms shall provide with its submission a portfolio of similar jobs evidencing the design experience requested and a minimum of three writing samples.

2. County of Camden:

Summary:

The Camden County Board of Commissioners oversees all aspects of county government and provides a variety of services and programs to the public. Services include but are not limited to Library services, Health programs, Parks & Recreation, Public Safety, Sustainability, Public Works (roads, bridges, dams), Children's Services, Senior Services, Animal Welfare, Veterans Services, Improvement Authority and Technical Schools. In order to connect with over 500,000 residents, the Department of Events and Community Outreach works with governmental units and agencies to produce and participate in over 200 events annually and provide outreach and marketing of the county's services. Event categories include Healthy Living, Family Friendly, Sustainability, Veterans, Public Safety, Concerts and Pet Friendly.

- I. **Development** - Assist in development of an overall marketing plan that positions the county as resident friendly and helps to educate the public of the wide variety of services provided and available to them through all marketing and advertising platforms.
- II. **Graphic design**- Design of communication and marketing materials (write, edit, and proofread copy), including but not limited to a minimum of the following:
 - a. Two (2) printed newsletters, 8 ½ by 11, 8 pages.

- b. One (1) Parks Events Guide, 8 ½ by 11, 16-page bound publication.
 - c. Four (4) tri-fold brochure type documents.
 - d. Four (4) oversized postcards for Direct Mailing.
 - e. Edits to current documents, including posters, brochures and flyers. The printing of various marketing materials that can not be done at our county print shop.
 - f. Design/create ads, including TV, Radio, print and digital and recommend and implement advertising strategies and facilitate/negotiate media buys for various agreed budgets.
- III. **Digital Media** - assist marketing manager with routine postings and content research and production:
- a. Research content, write and edit copy about county programs, including the weekly and monthly digital newsletters.
 - b. Ongoing updates and content creation to the website and social media outlets
 - c. Attend occasional events and provide social media coverage including photography, video and live posting (evenings and weekends included)
- IV. **Sponsorship Branding** – Consult, advise and assist Department of Events and Community Outreach in the management and development of approved County sponsored events and organizations through sponsorships including animal friendly and other initiatives that promote the county brand. Such services that maybe requested include: graphic design, website development and add-ons, social media development, video production, printing of marketing materials, mailing services for marketing materials, and other technical/design services.
- a. Assure the county brand/logo is being used properly at sponsored events.
 - b. Create, edit and write content to market the county at these sponsored events.

END OF SECTION A - SCOPE OF SERVICES

SECTION B - RESUME

This section shall address areas as outlined:

1. Name and address of your firm and the corporate officer authorized to execute agreements.
2. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your firm's regional, statewide, and local service capabilities.

4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the County and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the County.
5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address, email and telephone number of the contact person.
6. Include a statement that your firm will comply with the insurance coverage requirements as set forth in Part I, Section 5 of this CCRFP.
7. Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

SECTION C - FACILITIES

This section should address areas as outlined:

1. OFFICE LOCATIONS

- a. For your firm's facilities which are located closest to Camden County, New Jersey, provide:
 1. The location.
 2. Firm personnel assigned to this location.
 3. The activities of the firm performed at this location.
- b. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office. Firms where all activities are performed at one location should leave this paragraph blank.

SECTION D - CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the firm may have in performing these services for Camden County.

SECTION E - FEES

This section should address:

1. Please propose both a lump sum rate for the County and an hourly rate by position for those in the firm that will be assigned to the County contract. If just one hourly rate for all assigned to the County contract, please state this

in the fees section. *Fees must be provided with your submission for the three-year term and for each of the two option years.* Failure to provide fees for 3-year term and the 2 option years will render proposal non-responsive and proposal will not be considered.

In lieu of a dollar amount, firms may include a percentage increase for the hourly rates and/or the lump sum for years two and three of the initial three-year term and for the two (2) option years.

2. Any fees for non-hourly costs or services which would be chargeable to the County.

Fees and expenses cannot be negotiated, pursuant to this method of procurement, see: N.J.S.A. 40A:11-4.1 et seq.

SECTION F - FORM OF CONTRACT/AMENDMENT OF CONTRACT

The Office of County Counsel will supply the form of contract which will incorporate the terms and conditions of the within document and the successful proposer's fees and costs. Proposer may not vary the material terms of this document when submitting a proposal or include its own version of a contract with its proposal.

Amendment of contract with the successful vendor may only be made pursuant to applicable law governing competitive contracting request for proposals. See also, Section 7.10.

SECTION G - OTHER INFORMATION

This section is for any further pertinent data and information not included elsewhere in this document and found necessary by your firm.

VENDORS ARE REQUIRED TO USE THE COUNTY'S FORMS AND SHALL NOT RECREATE IN ANY WAY THE FORMS PROVIDED WITH THIS CCRFP. FAILURE TO USE THE COUNTY FORMS OR ADDING TO, AMENDING, ALTERING, OR REVISING THE COUNTY FORMS, INCLUDING, BUT NOT LIMITED TO, CONVERTING THE COUNTY PDF TO A WORD DOCUMENT, SHALL BE CAUSE FOR REJECTION OF VENDOR'S PROPOSAL

Important Note: Please complete the following sections and return them along with your response to this CCRFP.

SECTION H - MBE/WBE TRACKING INFORMATION

Definitions:

A **Minority Business Enterprise (MBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined in the Camden County Affirmative Action Plan as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

A **Women Business Enterprise (WBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

___ **Minority Business Enterprise (MBE)**

___ **Women Business Enterprise (WBE)**

___ **Neither**

NAME OF FIRM: _____

ADDRESS: _____

DATE: - _____

SECTION I – STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM

Pursuant to N.J.S.A. 52:32-44, Camden County 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 proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or another 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 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 in 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 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.

The County strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids, CCRFP's or RFP's.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533

SAMPLES OF BUSINESS REGISTRATION CERTIFICATIONS

SECTION J
CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, titled Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (USDOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal” “proposal”, and “voluntary excluded”, as used in this clause, have the meanings as set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the USDOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participants in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant

in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the USDOL may pursue available remedies, including suspension and/or debarment.

SECTION K – Not applicable to this CCRFP
Camden County
Exhibit of Allowable & Unallowable expenses

Camden County follows OMB Circular A-122 for determining allowable and unallowable costs. Certain allowable costs covered under OMB A-122 are allowable with conditions as specified below. All Costs deemed unallowable in OMB A-122 are unallowable by the County.

The Following is an example of allowable and unallowable costs.

Item of Costs	Allowable	Unallowable	With Conditions
Advertising	x		
Alcoholic Beverages		x	
Bad Debts		x	
Banking Fees	x		Note 1
Car Allowance		x	
Communications	x		Note 2
Donations		x	
Employee Morale	x		Note 3
Entertainment Costs		x	
Fines/Penalties		x	
Good or Services for personal use		x	
Meetings & Conferences (In House)	x		Note 4
Membership	x		Note 5
Participant Incentives	x		Note 6
Participant support costs.	x		Note 7
Staff Meals		x	
Taxes	x		Note 8
Transportation	x		
Travel	x		Note 9

Note 1 – The following banking fees are not allowable: ATM usage fees, late charges, overage fees.

Note 2 - Proper documentation must be kept determining program usage.

Note 3 - Examples of employee morale are in-house publications, health clinics & recreational activities. Costs are allowable if incurred with established practice, reasonable, equitably distributed to all activities and offset by income earned.

Note 4 – Cost associated with meeting and conferences hosted by the Sub-recipient are allowable with the following condition: Costs for meals must receive

pre-approval as well as facility costs. Attendance to out of state conferences must have pre-approval.

Note 5 – Business Memberships and subscriptions are allowable. Costs of membership in any country club, social or dining club or organization are unallowable.

Note 6 – An example of participant incentives would include gift cards or lunches/dinner for positive behavior or reaching program goals. Participant incentives are allowable if the agency has set policy and procedures identifying the reward system which must be pre-approved by the county. Please refer to the county's gift card policy attached to and made a part hereof.

Note 7 – These costs include stipends or subsistence allowances, travel allowances and registrations fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects and are allowable as direct costs with the prior approval of the awarding agency. Costs associated with participant support require proper documentation detailing the participants along with itemized receipts.

Note 8 - Taxes from which exemptions are available are unallowable for example sales tax for nonprofit organizations.

Note 9 – Local travel will be reimbursed at the agency mileage rate not to exceed the federal mileage rate. Out of state travel costs must be pre-approved by the granting agency. Lodging, meals and incidental costs must not exceed the rates outlined in the Federal Per Diem guidelines.

Camden County **Gift Card Policy & Procedure – not applicable to this CCRFP**

1. Purchase gift cards as needed.
2. Maintain a log which includes date purchased, type of gift card (store/visa), amount, bar code ID number, issued to, issued by.
3. Receipt of gift card signature form which will include – Participants name, reason for giving gift card, date received, type of gift card, amount, the bar code number, signature and print of received by and issued by.
4. Copy front/back of gift card.
5. Attach copy of the gift card to the receipt.
6. Maintain original receipts and send copies with reimbursement request.
7. Service or activation fees for gift cards is unallowable.

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:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

AMERICANS WITH DISABILITIES ACT Mandatory Language

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. 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 County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify,

protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County'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 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.

SECTION L
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION
BIDDERS/PROPOSERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
THE COMPLETED AND SIGNED CERTIFICATION MUST BE PROVIDED PRIOR
TO AWARD OF CONTRACT.

Pursuant to N.J.S.A. 40A:11-2.1(a), citing N.J.S.A. 52:32-55, any person or entity that submits a bid or Proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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:

<http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Bidders **must** review this list prior to completing the below certification. **A completed certification must be provided prior to the award of contract.** 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.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to N.J.S.A. 52:32-55, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

OR

- I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such prior to the award of contract will render the proposal as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: _____ ; Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ ; Contact Phone: _____

Sign Certification - next page

SECTION L - continued

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: _____

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, that the County of Camden 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 to notify the County 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 County of Camden, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A

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 Competitive Contracting RFP 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 the type of business organization:

- 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 Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Must list Home Address for Individuals

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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 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 Corresponding Entity Listed in Part II	Must List Home Address for Individuals List Business Address if Entity owns 10% or more

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 **Camden County** 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 **Camden County** to notify **Camden County** 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 **Camden County** permitting **Camden County** to declare any contract(s) resulting from this certification void and unenforceable.

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

EXHIBIT B

**COUNTY OF CAMDEN
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
PROPOSER REQUIRED TO COMPLETE AND RETURN FORM REGARDLESS
OF WHETHER ADDENDA WAS ISSUED.
FAILURE TO COMPLETE AND RETURN FORM IS A FATAL DEFECT WHICH
CANNOT BE CURED AND PROPOSAL WILL BE REJECTED.**

A. Bidder/Proposer hereby acknowledges receipt of the following Addenda:

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

OR:

B. Bidder/Proposer acknowledges to the best of his/her knowledge no addendum has been issued by the County: _____ Dated _____ Initial _____

Bidder is required to complete, sign and submit form with bid regardless of whether addenda were issued. Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected. See: N.J.S.A. 40A:11-23.2

By: _____
(Print or Type Name of Authorized Individual)

Signature: _____

Title: _____