

**REQUEST FOR PROPOSALS  
FOR THE POSITION OF:  
PUBLIC RELATIONS CONSULTANT**

**SUBMISSION DEADLINE:**

**October 28, 2022  
10:00 a.m.**

**FAIR AND OPEN PUBLIC SOLICITATION PROCESS**

**FOR**

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY  
109 BUDD BOULEVARD  
WOODBURY, NEW JERSEY 08096**

Through this Request for Qualifications/Proposals, the Authority seeks to engage a vendor as a **PUBLIC RELATIONS CONSULTANT** for a one-year term. This contract will be awarded through a fair and open process pursuant to *N.J.S.A. 19:44A-20.4, et seq.*

The proposal must be received and will be publicly opened and read aloud on October 28, 2022, at 10:00 a.m. at the Gloucester County Improvement Authority's Administrative Office located at 109 Budd Boulevard, Woodbury, New Jersey. (see "Fair and Open Standardized Submission Requirements and Selection Criteria" for further information)

The following is a description of the professional services needed including, where appropriate, a brief description of the tasks involved:

## **SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL –**

### **A. SCOPE OF WORK**

Working with the Authority's Office and a comprehensive shared services agreement with its sister agencies, the public relations firm's scope of work may include but not be limited to the following tasks:

- Media relations Consultation with guidance, direction and support of best media practices, promotion of accomplishments and Authority and/or County of Gloucester programs and services, special events, and improved communication outreach efforts
- Assist with coordination of multi-platform media strategies, presentations and artwork
- Generate opportunities with media outlets
- Report monthly media analytics and consumer engagement data
- Assist with marketing, presentations, publications, artwork and event planning activities
- Any such further tasks as directed

**Areas of Practice:** The Authority is seeking the following practice areas to assist with the above scope of services and proof of strengths and approach in the following areas:

- a. Philadelphia/New Jersey media markets
- b. Social media development and execution

## GENERAL INFORMATION

### **1. Organization Requesting Proposal**

Gloucester County Improvement Authority  
109 Budd Boulevard  
Woodbury, New Jersey 08096

### **2. Contact Person**

Mrs. Danae Ciociola  
Director of Programs  
(856) 848-4002 ext. 506

### **3. Purpose of Request**

The Gloucester County Improvement Authority (“Authority”) is requesting proposals (“RFP”) from qualified firms and individuals to provide Public Relations Consulting services. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

### **4. Term of Contract**

The term of the contract shall be one (1) year, unless otherwise noted in the detailed description for a particular service.

A sample of the Authority standardized contract is available upon request.

### **5. Method of Payment**

No payment will be made unless duly authorized by the Authority’s authorized representative and accompanied by proper documentation.

Contract shall be paid in accordance with the contract document upon receipt of an invoice and a properly executed voucher. After approval by the Authority, the payment voucher shall be placed in line for prompt payment. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Authority arising out of, or by reason of, the work performed and/or materials furnished under the contract.

### **6. Standard Requirements of Technical Proposal**

Proposers should submit a technical proposal which contains, at a minimum, the following information:

- A. The name of the Proposer, the principal place of business and, if different, the place where the services will be provided.
  - B. The age of the Proposer's firm, and the average number of employees over the past three years.
  - C. The education, qualifications, experience, and training of all persons who would be assigned to provide services, along with their names and titles demonstrating Proposer's specialized expertise, training and proven reputation in providing the qualitative services requested in the within RFP.
  - D. A listing of all other engagements where services of the types being proposed were provided in past ten (10) years. This should include other governmental and quasi-governmental experience. Contact information for the recipients of similar services must be provided. The Authority may obtain references from any of the parties listed.
  - E. A detailed plan for the provision of the proposed services.
  - F. Insurance Requirements:
    - 1. General liability insurance shall be in force during the life of the contract and shall be provided with limits of not less than:
      - A) \$1,000,000 limit of liability per occurrence; and
      - B) \$2,000,000 aggregate limit of liability or all occurrences
    - 2. Auto Liability insurance shall be provided with a combined single limit not less than \$1,000,000 per occurrence and shall be in force during the life of the contract.
    - 3. Workers' Compensation insurance including Employers' Liability insurance in accordance with the statutes of the state of New Jersey shall be in force during the life of the contract.
    - 4. Professional Liability insurance shall be provided with a limit not less than \$1,000,000 per claim and shall be in force during the life of the contract.
- Contractor shall include a certificate of insurance evidencing the above-captioned coverages in their proposal.
- G. Proof of any necessary license of certification from the State of New Jersey for all professionals who may be assigned to this engagement.
  - H. A description of the proposer's office location and an explanation of the proposer's availability, if applicable, for meetings, conferences, and training.
  - I. Completed Non-Collusion Affidavit (attached)
  - J. Completed Stockholder Disclosure Certification (attached).

- K. Completed Certification Regarding Debarment, etc. (attached)
- L. A copy of Proposer's Business Registration Certificate.
- M. An Affirmative Action statement (see Mandatory Equal Employment Opportunity Language attached).
- N. Disclosure of Contributions to New Jersey Election Law Enforcement Commission Affidavit in accordance with *N.J.S.A. 19:44A-20.27*
- O. Disclosure of Investment Activities in Iran

**Please take note the dates on your insurance, certifications, and forms. If it expires during your service, you must update us with your renewals.**

**7. Specialized Requirements of Technical Proposal**

NOTE: Supplemental information may be requested, and an interview may be required

- A. Cost Proposal – Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided under such retainer, hourly rates, etc. The Authority does not provide payment or reimbursement for travel expenses.
- B. Discussions with Proposers – An oral presentation by a proposer to clarify a proposal may be required, at the sole discretion of the Authority. However, the Authority may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission date for the proposals. No compensation will be made to the proposer for making the presentation.
- C. Proposal Evaluation – The Authority will select the proposal that is most advantageous based upon all evaluation factors set forth in this RFP. However, cost is important to the Authority. The Authority may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. If negotiations do not produce a fee in the best interest of the Authority, it will negotiate with the next most qualified proposer and so forth until an agreement is reached that is in the best interest of the Authority based upon cost and other factors. The Authority may determine to contract with more than one firm.

Each proposal must satisfy the objectives and requirements detailed in this RFP (including the Standardized Criteria and Technical Job Description). The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted and any other information requested. The Authority reserves the right to:

- 1) Not select any proposals.
- 2) Select only portions of a particular proposal for further consideration. However, Proposers may specify portions of the proposal that they consider bundled and not separable.
- 3) Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal shall be valid through this time period.

The Authority shall not be obligated to explain the results of the evaluation process to any proposer. Prior to award the Authority may require proposers to demonstrate any service described in their proposal.

- D. Proprietary Information – The successful proposal becomes public information. Proprietary information such as client lists and non-public financial statements can be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the Authority. All materials submitted become the property of the Authority and may be returned only at the Authority’s option.
- E. Proposal Limitations – This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Authority by issuance of this RFP. The Authority reserves the right at the Authority’s sole discretion to refuse any proposal submitted.
- F. Use of Information – Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like (“Information”) furnished or disclosed by the Authority to the proposer in connection with this RFP shall remain the property of the Authority. When in tangible form, all copies of such information shall be returned to the Authority upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Authority or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

## **8. Proposal Submission Requirements**

- A. One (1) original signed proposal, along with two (2) additional copies shall be submitted.
- B. All submissions shall be in a sealed envelope with the name/title of the service being proposed printed on the outside of the envelope.
- C. Submissions may be mailed, or hand-delivered to the following address:

Gloucester County Improvement Authority  
Attn: Danae Ciociola, Director of Programs  
109 Budd Boulevard  
Woodbury, New Jersey 08096

Office hours are Monday through Friday, 8:30 AM to 4:30 PM, holidays excepted.

**NO e-mailed or faxed submissions will be accepted.**

**9. General Terms and Conditions**

- A. The Authority reserves the right to reject any or all proposals, if necessary, or to waive any informality in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Authority to do so.
- B. In case of failure by the successful proposer, the Authority may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C. The Proposer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the Authority harmless from, shall indemnify and shall defend the Authority against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
- D. The Proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E. Each proposal must be signed by the person authorized to do so.
- F. Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Authority and subject to the Authority's Board of Commissioners standard procedures.

- G. The Authority is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H. The contract shall be in effect for one (1) year from date of award unless otherwise stated.
- I. Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the Authority assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J. All services shall be performed within the United State of America.
- K. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- L. By submission of the proposal, the Proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful Proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Authority harmless in any case of any such infringement.
- M. No Proposer shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- N. No Proposer shall cause or influence, or attempt to cause or influence, any Authority officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Proposer or any other person.
- O. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Authority purchasing agent's decision shall be final and conclusive.
- P. The Authority shall not be responsible for any expenditure of monies or other expenses incurred by the Proposer in making its proposal.
- Q. Any prospective Proposer who wishes to challenge a proposal specification shall file such challenges in writing with the Authority Representative no fewer than five (5) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- R. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

**[END OF SECTION]**



# GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

## REQUEST FOR PROPOSAL CHECKLIST

This checklist must be completed and submitted with your proposal. A proposal submitted without the required documents is cause for rejection

Required by Owner (if checked)	Submission Requirement	Initial each required entry submitted
<b>X</b>	Non-Collusion Affidavit	
<b>X</b>	Stockholder Disclosure Certification	
<b>X</b>	Certification Regarding Debarment, etc.	
<b>X</b>	Certificate of Insurance	
<b>X</b>	Proof of Business Registration	
<b>X</b>	Affirmative Action Statement	
<b>X</b>	One (1) Original Signed Copy and two (2) Additional Copies of Complete Proposal	
<b>X</b>	Authorized Signatures on All Forms	
<b>X</b>	Affirmative Action Compliance Notice	
<b>X</b>	Disclosure of Contributions to NJ ELEC Affidavit in accordance with <i>N.J.S.A. 19:44A-20.27</i>	
<b>X</b>	Disclosure of Investment Activities in Iran	
<b>X</b>	W-9 Form	

Company Name \_\_\_\_\_

Prepared by: \_\_\_\_\_  
(printed/typed name)

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

Contract Contact Person: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address (if any): \_\_\_\_\_

Service you are putting in for: \_\_\_\_\_ Public Relations Consultant

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
:ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_,  
of full age, being duly sworn according to law, on my oath depose and say that I am

\_\_\_\_\_  
(Title)

of the firm of \_\_\_\_\_  
the Proposer, making the Proposal for the following service:

**PUBLIC RELATIONS CONSULTANT**

that I executed the said Proposal, with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named service; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Gloucester County Improvement Authority 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 service.

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 selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34-15).  
(Name of Proposer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name of affiant)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

[SEAL]

Notary Public, State of

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

# STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

**OR**

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

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

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name of affiant)

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public, State of

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

**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION –  
LOWER TIER COVERED TRANSACTIONS**

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(your title) (name of organization)

\_\_\_\_\_  
(address of your organization)

**CHOOSE ONE OF THE FOLLOWING**

- ( ) A. I hereby certify, on behalf of \_\_\_\_\_  
(name of organization)  
that neither it nor its principals are debarred, suspended, proposed for  
debarment, declared ineligible, or voluntarily excluded from  
participation in this transaction by any federal, state or local  
department or agency.
- ( ) B. I am unable to certify to any of the statements set forth in this  
certification. I have attached an explanation to this form.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print/type name & title)

\_\_\_\_\_  
(date)

## CERTIFICATE OF INSURANCE FORM

Prior to award of contract, a copy of the all required certificates of insurance must be presented to the Authority.

Professional liability insurance shall be provided with a limit not less than \$1,000,000 per claim and shall be in force during the life of the contract;

Vendor shall include a certificate of insurance evidencing the above-captioned coverage in their proposal.

### ***Acknowledgement of Insurance Requirement:***

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Signature

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Printed Name and Title

---

Date

## **Registering A Business with the New Jersey Department of the Treasury**

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, Authority, municipal, local board of education, charter school, Authority college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 609-292-9292 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit [www.nj.gov/treasury/revenue/filecerts.htm](http://www.nj.gov/treasury/revenue/filecerts.htm), or call 609-292-9292.

**Registering as an individual:** There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at [www.nj.gov/treasury/revenue/pdforms/reg\\_a.pdf](http://www.nj.gov/treasury/revenue/pdforms/reg_a.pdf). To obtain a copy by mail, call 609-292-9292, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Questions about the registration process?** Call 609-292-9292 or submit by e-mail at [www.nj.gov/treasury/revenue/revcontact.html](http://www.nj.gov/treasury/revenue/revcontact.html).

### **How do I receive the proof of registration certificate?**

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-9292 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow

7 to 10 working days to receive your certificate. Alternately, you may visit the Division's Client Registration Bureau in person and request a certificate. The address is 847 Roebing Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

**What information does the proof of registration contain?** The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:  
970-097-382/500

ADDRESS:  
847 ROEBLING AVE  
TRENTON NJ 08611

EFFECTIVE DATE:  
01/01/01

FORM BRC(08-01)

TRADE NAME:  
CLIENT REGISTRATION

SEQUENCE NUMBER:  
010730

ISSUANCE DATE:  
07/14/04

Acting Director  
*John S. Tully*

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
(*N.J.S.A. 10:5-31 et seq. / 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 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, national origin, ancestry, marital status, affectional 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 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 Authority employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable Authority 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 its 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, creed, color, national origin, ancestry, marital status, affectional 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or



sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

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 & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**<http://www.state.nj.us/treasury/purchase/forms/inf016.pdf>**

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

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

**PRINT NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

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

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

**GOODS AND SERVICES CONTRACTS**

This form is a summary of the successful bidder's requirement to comply with the requirements of *N.J.S.A. 10:531* and *N.J.A.C. 1727-1* et seq.

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:

(a) 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

(b) 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. 17:27.1* et seq. 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. 17:27-1* et seq.

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

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

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

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

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

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Gloucester Authority Improvement Authority, (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. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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

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

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

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

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

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

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

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

### PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN IF UNABLE TO CERTIFY ABOVE

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

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement:

Anticipated Cessation Date:

Proposer Contact Name:

Contact Phone Number:

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the municipality is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the municipality to notify the municipality in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the municipality and that the municipality at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

Signature: \_\_\_\_\_

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

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



**BASIS OF AWARD**  
 (To be completed by the Authority Evaluation Committee)

<b>EVALUATION FACTORS</b>	<b>SCORE</b>
<p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained, and information gathered during the interview, if one is conducted. Total possible points to be earned in each category are shown.</p>	
<p><b>A. Proposal contains all required checklist information</b></p> <p><b>5 points</b></p>	
<p><b>B. Relevance and Extent of Qualifications, Experience, Proven Reputation and Training of Personnel to be assigned</b></p> <p><b>25 points</b></p>	
<p><b>C. Relevance and Extent of Similar Engagements performed</b></p> <p><b>25 points</b></p>	
<p><b>D. Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</b></p> <p><b>25 points</b></p>	
<p><b>E. Reasonableness of Cost Proposal</b></p> <p><b>20 points</b></p>	
<b>TOTALS</b>	