

REQUEST FOR PROPOSAL



PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY ESTABLISHED QUALIFICATION CRITERIA FOR SPECIAL CONSULTANT - COMMUNICATIONS AND PUBLIC RELATIONS (POOL OF ONE OR MORE CONSULTANTS)

Notice is hereby given that sealed proposals addressed to Patti Chacker, Township Clerk, will be received up to **11:30 A.M. prevailing time on August 15, 2024** at which time they will be opened and read by the Purchasing Agent of the Township of Cherry Hill, at the Municipal Building, 820 Mercer Street, Room 102, Cherry Hill, New Jersey.

Proposal Forms, Instructions to Bidders, Specifications and other Bidding documents may be reviewed and obtained by downloading from the Cherry Hill Township Bid Posting website <http://www.chnj.gov/bids.aspx> . Click on desired professional service for specifications and details. All vendors who have downloaded specifications will register with the site and will receive any/all addenda issued. When downloading specifications, please be accurate in completing the registration details. This information will ensure receipt of any/all addenda if issued.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for bids.

It is the sole responsibility of the person submitting the proposal to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township Purchasing Website listed above and will be sent to registered bidders.

The Township of Cherry Hill is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51), Resolutions 2006-1-51 and 2008-10-10. Cherry Hill Township is soliciting Requests for Proposal/Statements of Qualification for applicants for professional service position appointments. Any vendor which enters into a contract or agreement with the Township of Cherry Hill or any department or agency thereof shall file a disclosure statement identifying all reportable contributions required to be reported pursuant to N.J.S.A. 19:44A-1, et seq.

Responses to the above referenced professional position should address the general criteria and mandatory minimum criteria for the position sought. All responses will be reviewed as required by law.

One (1) or more Consultants will be awarded for the specialty “SPECIAL CONSULTANT - COMMUNICATIONS AND PUBLIC RELATIONS”. Contract period shall for a period of one (1) year commencing on the first of the month or the fifteenth of the month of the signed contract, price and other factors considered.

The applicant/proposer shall submit one (1) original with original signatures marked “ORIGINAL” and should submit two (2) complete and exact copies of the original marked “COPY” of his/her proposal and should submit an electronic copy on a CD or flash drive.

As used herein, the term Township shall include all Cherry Hill Township Departments and affiliated agencies including, but not limited to, the Cherry Hill Public Library.

The Township Council reserves the right to reject all proposals pursuant to N.J.S.A. 40A:11-13.2 (Rejection of Bids) and to waive such minor informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., and Affirmative Action requirements, and N.J.S.A. 19:44A-20.5 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51).

By order of the Township Council
Patti Chacker, RMC
Township Clerk
July 26, 2024

1. INTRODUCTION

The Township of Cherry Hill (hereinafter the “Township” or “Owner”) is soliciting proposals from qualified firms interested in performing the duties and functions for the specialty of “SPECIAL CONSULTANT - COMMUNICATIONS AND PUBLIC RELATIONS” and intends to award professional a services contract for the defined scope of work in accordance with N.J.S.A. 19:44A-20.5 et seq. (Fair and Open process).

One (1) or more Consultants will be awarded for the specialty “SPECIAL CONSULTANT - COMMUNICATIONS AND PUBLIC RELATIONS”.

Contract period shall be for a period of one (1) year commencing on the first of the month or the fifteenth of the month of the signed contract, price and other factors considered.

As used herein, the term Township shall include all Cherry Hill Township Departments and affiliated agencies including, but not limited to, the Cherry Hill Public Library.

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

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

2.1 Proposal Submission Information

Submission Date and Time: August 15, 2024, 11:30 A.M. prevailing time.

The applicant/proposer shall submit one (1) original with original signatures marked ‘ORIGINAL’ and two (2) complete and exact copies of the original marked ‘COPY’ of his/her proposal and should submit an electronic copy on a CD or flash drive.

Submission Office:

Township of Cherry Hill
Patti Chacker, Township Clerk
820 Mercer Street, Room 107
Cherry Hill, New Jersey 08002

Sealed bids addressed to Patti Chacker, Township Clerk, Room 107 will be received up to 11:30 a.m. prevailing time on August 15, 2024 at which time they will be publicly opened and read by the Purchasing Agent of the Township of Cherry Hill, 820 Mercer Street, Room 102, Cherry Hill, New Jersey.

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

Clearly mark the submittal package with the title of this RFP/RFQ and the name of the responding firm, addressed to the Township Clerk. The original proposal shall be marked to distinguish it from the two copies. Only those RFP/RFQ responses received prior to or on the submission date will be considered. Any submission(s) received after the specified time and location will be returned unopened. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.2 Township Representative for this Solicitation

Please direct all questions in writing to:

Alvina Plodizyn, Purchasing Agent (QPA)
Township of Cherry Hill
820 Mercer Street, Room 102
Cherry Hill, New Jersey 08002

Voice: 856 488-7848

Email: aplodizyn@chnj.gov

2.3 Interpretations and Addenda

Respondents are expected to examine the RFP/RFQ with care and observe all its requirements. All questions about the meaning or intent of this RFP/RFQ, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda. Only comments and questions responded to by formal written Addenda will be binding. Questions may be emailed to aplodizyn@chnj.gov. In order to be given consideration, written requests for interpretation must be received no later than August 2, 2024, 10:00 a.m. It is recommended that any questions emailed should be followed up with a telephone call to 856-488-7848 OR 856-432-8733 to ensure receipt of all questions; please leave a voicemail as we are not in the office every day. Oral interpretations, statements or clarifications are without legal effect. It is the sole responsibility of the person submitting the bid to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township Purchasing Website listed above and will be sent to registered bidders. Bidders who have registered with the Purchasing Department will automatically receive copies of addenda.

2.4 Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Contractor shall assign, sublet, or transfer any rights or interests in this Agreement without the prior written consent of the other party. Unless specifically stated to the

contrary, in writing, prior to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to any other than the owner and the Contractor.

2.5 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of any/all agreements. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.6 Statutory and Other Requirements

a. Compliance with Laws

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

b. Mandatory EEO/Affirmative Action Compliance

No firm shall be issued a contract unless it complies with the EEO/Affirmative Action requirements of P. L. 1975, C. 127 and N.J.A.C. 17:27 et seq as identified in the documents attached hereto. The form shall be properly executed.

c. Americans with Disabilities Act of 1990

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

d. Statement of Ownership

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, including construction bids, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the ten percent ownership, has been listed. Disclosure must also be provided for individual stockholders who own more than 10 percent, if the business is owned by a publicly owned corporation. In this

case, disclosure is met by providing a web link or reference to a US Security Exchange Commission (or similar foreign regulator for a non-US corporation) ownership filing statement. ***Mandatory/statutory item. This form MUST be completed in its entirety, signed, and included with bid submission.***

e. Non-Collusion Affidavit

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

f. N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004. Failure to submit certificate by contract award will be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <http://www.state.nj.us/treasury/revenue/busregcert.shtml> .

The New Jersey State Contractor Business Registration Program to local government contracts requires any “Business Organization” (meaning individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof) to submit a copy of their Business Registration Certificate when submitting a bid or proposal OR prior to award. *BRC MUST have been issued prior to receipt of bids pursuant to P.L. 2009, C.315 (A557/S2366)*

FAILURE TO DO SO IS A FATAL DEFECT THAT CANNOT BE CURED

GOODS AND SERVICES CONTRACTS: N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;
2. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.



EITHER
CERTIFICATE IS
ACCEPTABLE

g. Investment Activities in Iran and Certification of Prohibited Activities in Russia or Belarus

IRAN: Pursuant to P.L. 2012 c.25 prohibited state and local public contracts with persons or entities engaging in certain investment activities in energy of financial sectors of Iran.

RUSSIA/BELARUS: Pursuant to N.J.S.A. 40A:11-2.2, when a contract is awarded, renewed, amended, or extended, a contracting unit shall now 1) require a vendor or contractor to certify, using the Treasury vendor certification as a template, that the vendor or contractor is no identified on the OFAC list due to activity related to Russia and/or Belarus.

Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

h. “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

(1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.

(2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.

(3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.

(4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

i. Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of

any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

The contractor, by execution of the contract, shall thereby indemnify and hold the Township harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Insurance/Background Checks

The Consultant is responsible to conduct adequate background checks on all employees and/or sub-contractors working at Township facilities. Consultants and/or sub-contractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and workers' compensation insurance.

Insurance Requirements

The Consultant shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Consultant shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work.

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.00.

2. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for

property damage, and shall be maintained in force during the life of this contract by the bidder.

3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

4. Professional Liability

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

j. HIPAA (if applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as may be amended from time to time and the corresponding HIPAA regulations for the confidentiality and security of medical information

The contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

k. Proof of Licensure

Proof of licensure for providing Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

l. Public Emergency

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this RFP/RFQ, the contractor agrees to extend the terms and conditions of this RFP/RFQ, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any respondent on this contract.

m. Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall **not** be considered.

n. Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

o. Termination of Contract

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

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

p. Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

q. Challenge of Specifications

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

r. Payment

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

Payment will be made within sixty (60) days or less provided the vendor returns signed purchase order with original signature and original invoice within specified time period.

s. Non-payment of Penalties and Interest on Overdue Bills

Public funds may be used to pay only for goods delivered or services rendered. The Township will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

t. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

u. Ownership of Material

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

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third Parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2007 or greater.

v. Altering Official Document

Respondents shall not write in any margins or alter the official content of Township's document.

w. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

2.7 Representations

The Vendor hereby represents as follows:

1. The Vendor is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.

2. The Vendor is able to furnish the workplace, tools, materials, supplies, equipment and labor necessary to complete the Services and perform all of its obligations under the Contractual Documents, and has sufficient experience and competence to do so.
3. The Vendor is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Vendor and the Services it will be performing.
4. The Vendor's execution of and performance under this Agreement are within its duly authorized powers.
5. The Vendor certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.
6. The Vendor certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Vendor understands and agrees that its knowing or intentional violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Vendor understands and agrees that the Vendor's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Vendor's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.
7. The Vendor and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Vendor shall not enter into any subcontract with a firm that has not provided it and the Authority with proof of such valid business registration. *State of New Jersey Business Registration Certificate MUST be received by the Township prior to award of contract and must have been issued prior to bid opening date/time pursuant to P.L. 2009, c.315 (A-557/S2366).*

**TOWNSHIP OF CHERRY HILL
CHERRY HILL, NEW JERSEY**

SPECIAL CONSULTANT - COMMUNICATIONS AND PUBLIC RELATIONS

1. INTRODUCTION

The Township of Cherry Hill (hereinafter the “Township”) is soliciting proposals from qualified consultants interested in performing the duties and functions for the enclosed Special Consultant – Communications and Public Relations services and intends to award one or more contracts for the defined scope of work in accordance with N.J.S.A. 19:44A-20.5, et seq. (Fair and Open process).

The Township seeks one or more professional consultants for communications services focused on supporting the Township’s existing in-house services provided. The services performed by the Special Consultant – Communications and Public Relations will include, but not be limited to, supporting existing efforts related to public relations, community outreach, event promotion, and constituent communication on a variety of potential matters or initiatives.

Clear communication and community outreach to a diverse constituency, reaching them where they live, work, learn, shop, play and worship, on multiple platforms including traditional print, digital and in-person, is essential.

One (1) or more consultants may be awarded for a pool of communication consultants.

Consultant(s) services will be required on an as needed basis only, and utilized to complement existing Township in-house services and staff.

Appointments shall be for a one (1) year period, price and other factors considered.

As used herein, the term Township shall include all Cherry Hill Township Departments and affiliated agencies.

SCOPE OF WORK

Services provided by the Special Consultant – Communications and Public Relations will be performed at the direction of Township representatives whose names will be provided upon final execution of the contract. Any services performed will be on an as needed basis only.

In general, qualified consultants will be utilized on an as needed bases, to provide and produce content for multiple platforms including traditional print, digital, social media, newsletter or similar written communication, constituent and stakeholder engagement, and in-person engagement, as well as have the ability to perform media relations services.

Qualified consultant(s) for the Special Consultant – Communications and Public Relations services requires the ability to provide professional services as outlined in this scope of services:

1.0 PUBLIC RELATIONS

- Consultants must be able to prepare and issue press releases or media advisors, or assist with content on such items, with approvals by Township representatives prior to issuance of such to the media.
- Consultant must be able to advise Township on statements to media organizations in a timely fashion, and must be approved by Township representatives prior to issuance.
- Support the development of content and materials for media and or public relations purposes.
- Support and/or develop targeted pitch list for press releases and media advisories.
- Support and/or pitch press releases and media advisories.
- Provide support, materials, background materials or similar written deliverable materials for in-person events or media news events. This may include, but is not limited to, talking points, briefings, or other related services. It is anticipated that the Township would provide adequate lead time for planning to prepare as public relations events may require multiple deliverables.
- Provide talking points, scripts or similar materials for media interviews, video or podcast productions, or other similar needs.

2.0 EVENT PROMOTION

Support Township planning and implementation of special events, as needed. Consultant(s) will be provided advanced notice for necessary promotion services to provide for effective planning and preparation. Services may include, but are not limited to:

- Preparation of written materials and collateral materials supporting the promotion of township events and activities.
- Development of strategy for outreach and promotion, whether through print, email, social media or other medium.

3.0 SOCIAL MEDIA, MY CHERRY HILL APP, AND WEBSITE CONTENT

Services may include, but are not limited to:

- A. Facebook, X (formerly Twitter), Instagram, My Cherry Hill App, Potentially Other Platforms
 - Review and make recommendations on Township social media pages to advance community awareness, increase engagement and communicate essential information for residents, business community, and stakeholder groups.
 - Support the development of content for social media posts as well as the My Cherry Hill App – this is for content only, not to make posts.
 - Support development of social media strategy and planning.
- B. Website
 - Review and make recommendations to Township on website site content.
 - Develop and provide content for revisions and updates to Township website text.
 - Consultant would not be required to make actual revisions or updates to the website, just support the development of written text.

4.0 Newsletter, Community Magazine and Other

Support Township planning and development content for additional communications to include, but not be limited to, Township weekly newsletter, Township Community Magazine, articles for other publications, community engagement letters or communications, or other written materials distributed in print, digital, web based, or social media platforms. This could also include video or similar medium content preparation.

Services may include, but are not limited to:

- Researching information to develop content and prepare text for review.
- Review, proofing, or editing existing written materials.
- Provide strategy, schedule or other planning efforts focused on preparing and finalizing approved written materials.
- Preparation of content, materials or scripts for video or similar recording needs.

5.0 Community Engagement and Outreach

The Township performs a variety of community engagement and outreach. The qualified consultants could be asked to support Township planning and implementation efforts community outreach and engagement events. Consultants will be provided advanced notice of necessary services to provide for effective planning and preparation.

Services may include, but are not limited to:

- Preparation of written materials and collateral materials supporting the community engagement events or meetings.
- Development of strategy for outreach, whether through print, email, social media or other medium.

Township representative/contact will be provided upon final execution of the contract.

Vendor agrees to accomplish the above tasks/projects, on an as-needed basis, within the contract term as listed above.

Contract period shall either commence on the first of the month or the fifteenth of the month of the signed contract.

ALL WORK/SERVICES SHALL BE UNDER THE DIRECTION OF THE TOWNSHIP REPRESENTATIVE - WILL BE PROVIDED AT SIGNING OF CONTRACT.

Signature: _____

Name Printed: _____ Date: _____

Address: _____

Phone: _____ Email _____

FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award(s) shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP/RFQ, is (are) most advantageous to the Township, price and other factors considered.

OFFICE LOCATION – Please list complete address of servicing location:

Conflict of Interest

Indicate and disclose below any potential conflicts of interest that the Engineer(s) may have in performing these services for the Township of Cherry Hill.

Conflict of Interest Yes _____ No _____

If answered "yes", please explain below or on separate sheet(s)

REFERENCES: Please provide a minimum of three (3) references below *or* you may use separate sheet(s). Please include contact name, title, client name and address, telephone number, email address and dates worked. You may also include additional references if desired.

1. _____

2. _____

3. _____

Proposal Requirements

FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

This fair and open process proposal is for the Request for Proposal/Request for Qualifications. Contract award(s) shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP/RFQ, is (are) most advantageous to the Township, price, and other factors considered.

Proposal Requirements

Qualification Statement and Proposal

Respondents are requested to submit a Qualification Statement and Proposal. The Qualification Statement and Proposal must contain all requirements of the RFP/RFQ and the following information.

1. The address of the office in which the work will be performed.
2. The name and title of the individuals who will be assigned to the project(s).
3. A narrative demonstrating your understanding of all work necessary. The narrative must detail your firm's particular ability to perform the type of work. The narrative must indicate the experience of your firm/staff for the type of work involved for the categories your firm is preparing a response. The narrative should address the ability of your firm to complete the required work in a professional and cost effective manner.
4. Resumes of key personnel must be submitted along with your firms' proposals. Each resume must highlight education, professional credentials, and work performance on projects similar to that described in this RFP/RFQ. A resume of the primary partner, as well as the resume(s) of key personnel must be included.
5. It is anticipated that the Township will require monthly itemized statements for all services and will subject these statements to audit at least annually. Describe how your firm would provide for this reporting.
6. Please submit an example of a typical invoice your firm provides to a public agency.

Fee Schedule

Respondents shall submit a proposed hourly rate fee schedule for the one (1) year contract term.

Complete and sign the cost details page and include the signed fee proposal with the submission.

The applicant/proposer shall submit one (1) original with original signatures marked "ORIGINAL" and should submit two (2) complete and exact copies of the original marked "COPY" of his/her proposal and should submit an electronic copy on a CD or flash drive.

References

Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- | | | |
|--------------------------|---------------------|-----------------|
| 1. Name of Client | 4. Contact Person's | 7. Dates Worked |
| 2. Address of Client | 5. Telephone Number | |
| 3. Contact Person's Name | 6. E-mail address | |

Evaluation, Review and Selection Process

Proposals to Remain Subject to Acceptance

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

Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP/RFQ and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP/RFQ. In the event that all proposals are rejected, the Township reserves the right to start the process over from the beginning and re-solicit proposals.

If No Proposals Are Received

If no proposals are received after conducting the Fair and Open Process, the Committee will make a recommendation for the appointment of a professional to the governing body as permitted in N.J.S.A. 40A:11-6.1(a)(b). Notwithstanding the above, all professionals receiving awards based on this sub-section must comply with the limitations on contributions imposed in the Township's Pay to Pay Ordinances.

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

Evaluation Criteria

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

- 1. Understanding of the Scope of Work**
 - ✚ Completeness responsive to the RFP/RFQ
 - ✚ Compliance with instructions & requests
 - ✚ Demonstrates clear understanding of Scope of Work

- 2. Knowledge and Technical Competence**
 - ✚ Suitability to perform the required tasks
 - ✚ Technical processes & equipment
 - ✚ Process(es) used to measure & assure the quality of service

- 3. Management, Experience and Personnel Qualifications**
 - ✚ Project management team & their qualifications
 - ✚ Education & training of employees
 - ✚ Additional resources available
 - ✚ Record of reliability & quality of service
 - ✚ Experience performing similar work
 - ✚ References – as required in RFP

- 4. Cost**
 - ✚ Explanation of costs (on Cost Sheet)
 - ✚ Cost comparison
 - ✚ Miscellaneous additional services costs

Award

The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the Bidder's submission.

Term of Contract: Contract period shall for a period of one (1) year commencing on the first of the month or the fifteenth of the month of the signed contract, price and other factors considered.

The Professional Services Committee will select the vendor(s) deemed most advantageous to the Township, price and other factors considered. The Professional Services Committee's selection shall forwarded to the governing body for approval. Once approved by the governing body by resolution, the contract between the Township and the selected vendor(s) shall be prepared.

All awards are subject to availability of funds.

Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

Payment

Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services.

Payment will be made within sixty (60) days or less provided the vendor returns signed purchase order with original signature and original invoice within specified time period.

Open Public Records Act (OPRA)

All documents/information, except for OPRA's Exemptions from Disclosure, submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq.

Any information deemed proprietary or confidential by vendor **MUST** be disclosed as such to the Township. If not properly disclosed as proprietary or confidential information, said information will be made available to the general public as required by the New Jersey Open Public Records Act.

Please refer to the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et seq. for a list of exceptions under the law.

**TOWNSHIP OF CHERRY HILL
BID DOCUMENT CHECKLIST**

**FAILURE TO SUBMIT THE TWO (2) CHECKED” REQUIRED ITEMS WILL
RESULT IN REJECTION OF YOUR BID**

**Required
with
Bid**

**Read, Signed
& Submitted
Bidder’s initial**

- | | | |
|--|--|----------------|
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | Ownership Disclosure Certification – Statutory (N.J.S.A. 40a:11-23.2) Acknowledgement of Receipt of <i>Addenda</i> (complete enclosed form <i>AND enclose signed copies of any/all Addenda with bid submission</i> – Statutory (N.J.S.A. 40a:11-23.2) | _____ _____ |
|--|--|----------------|

The following checklist is for your reference only and is strictly to guide vendors with required documentation; however, it may not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

- Non-Collusion Affidavit
- Required Evidence EEO/Affirmative Action Regulations Certificate of Questionnaire
- Certificate of Insurance naming Owner as additionally insured (from awarded vendor with executed contracts)
- C.271 Political Contribution Disclosure Form
- License(s) and/or Certification(s) if required by the specifications
- Past and present public entities represented
- Office Location
- State of New Jersey Business Registration Certificate -with bid submission OR prior to award
- CD with PDF of Bid Response along with Printed Copied (reference Notice to Bidders)
- Disclosure of Investment Activities in Iran (complete in entirety & sign)
- Certification of Non-Involvement In Prohibited Activities In Russia Or Belarus
- Debarred, Suspended, and Disqualified Consultant Affidavit
- Price Proposal – *completed & signed*

EEO Compliance: Goods, General Services and Professional Services

- Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et seq. (P.L 1975, c. 127) and N.J.A.C. 17:27 et seq. (Exhibit A – Attachment A)
- New Jersey Anti-Discrimination Provisions N.J.S.A. 10:2-1 et seq. (Attachment B)
- Americans with Disabilities Act of 1990-Equal Opportunity for Individuals with Disability (Attachment C)

**TOWNSHIP OF CHERRY HILL
CAMDEN COUNTY, NEW JERSEY**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Dated | Acknowledge Receipt (initial) |
|-----------------|-------|-------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

No Addenda were received

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Printed Name: _____

Title: _____

Date: _____

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **TOWNSHIP OF CHERRY HILL** 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 **TOWNSHIP OF CHERRY HILL** to notify the **TOWNSHIP OF CHERRY HILL** 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 **TOWNSHIP OF CHERRY HILL** and that the **TOWNSHIP OF CHERRY HILL** at its option may declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|------------------------------|--|--------------|--|
| Full Name (Print) | | Title | |
| Signature | | Date | |

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor¹”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

| | |
|--|------------------------|
| Signature of Vendor’s Authorized Representative | Date |
| Print Name and Title of Vendor’s Authorized Representative | Vendor’s FEIN |
| Vendor’s Name | Vendor’s Phone Number |
| Vendor’s Address (Street Address) | Vendor’s Fax Number |
| Vendor’s Address (City/State/Zip Code) | Vendor’s Email Address |

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACT
(INCLUDING PROFESSIONAL SERVICES)

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

- 1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

- 2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-4;

OR

- 3. An Employee information Report (Form AA302) completed with a copy to the N.J. Department of the Treasury with the appropriate fee.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.

The following questions must be answered by all bidders:

- 1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

- 2. Do you have a Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____

TITLE: _____

Note: A professional's bid must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, within the time frame.

REVISED 2022

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance .

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ATTACHMENT B – NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color,

national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

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

The contractor and the 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.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

Part I - Check the box that represents 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):

| <i>Name of Individual or Business Entity</i> | <i>Address</i> |
|--|----------------|
| | |
| | |
| | |
| | |

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 more space is needed.*

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

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate 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.*

| <i>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</i> | <i>Address</i> |
|---|-----------------------|
| | |
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Cherry Hill 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 Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------------|--|--------------|--|
| <i>Full Name (print)</i> | | <i>Title</i> | |
| <i>Signature</i> | | <i>Date</i> | |

Failure of the bidder/proposer to submit the required information with proposal is cause for automatic rejection of the bid or proposal

**TOWNSHIP OF CHERRY HILL
CAMDEN COUNTY, NEW JERSEY**

NON-COLLUSION AFFIDAVIT

State of New Jersey County of _____ ss:

I _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
(title or position) (name of firm)
the bidder making this Proposal for the bid proposal entitled _____,
(title of bid proposal)

and that I executed the said Proposal with full authority to do so that said bidder had not, directly or indirectly entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal and in this
(name of contracting unit)
affidavit in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Signature)

Type or print name of affiant under signature

Subscribed and sworn to before me this _____ day
of _____, 20____

Notary Public Signature
Notary Public of _____

My Commission expires _____ 20____ .

DEBARRED, SUSPENDED AND DISQUALIFIED CONSULTANT AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

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

I am _____, an officer of the firm(s) of _____, the Professional making the proposal for the above named work; I executed the said proposal with full authority to do so; said Professional at the time of making this proposal {as applicable, insert "is" or "is not"} _____ included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Professionals; and all statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that the Township of Cherry Hill as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said work:

- I. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, state or local government agency within the past 3 years;
- II. Does not have a proposed debarment pending; and
- III. Has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Consultants at any time prior to, and during the life of the contract, including the Guaranteed Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

(Insert Exceptions - For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Subscribed and Sworn _____
Before me this _____ day _____
of _____, 20____
Name and address of Consultant

Notary Public _____
My commission expires: _____ Name and Title of Affiant

Signed: _____
Signature of Officer or Individual

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law.

