



**CITY OF EAST ORANGE  
DEPARTMENT OF BUSINESS ADMINISTRATION  
DIVISION OF PROCUREMENT  
EAST ORANGE, NEW JERSEY 07018  
(973) 266-5162**

**REQUEST FOR PROPOSAL  
GOLF MARKETING CONSULTANT SERVICE**

***FAIR & OPEN PUBLIC SOLICITATION***

- **DATE: TUESDAY, FEBRUARY 9, 2016**
- **TIME: 12:00 PM**
- **PLACE: MUNICIPAL COUNCIL CHAMBER  
44 CITY HALL PLAZA  
EAST ORANGE, NJ 07019**
- **CLEARLY MARK ENVELOPE:**

**GOLF MARKETING CONSULTANT SERVICE**

# REQUEST FOR PROPOSAL

## GOLF CONSULTANT MARKETING SERVICES

The CITY OF EAST ORANGE is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(k), et seq. for **GOLF CONSULTANT MARKETING SERVICES**

Sealed RFP responses will be received by the Purchasing Agent on **Tuesday, FEBRUARY 9, 2015 at 12:00pm** in the Municipal Council Chamber, Municipal Building, 44 City Hall Plaza, East Orange, New Jersey 07018, at which time and place responses will be publicly opened and read aloud for

### **GOLF CONSULTANT MARKETING SERVICES**

Detailed Request For Proposals are on file at the Division of Procurement, City Hall, 1<sup>st</sup> floor, between the hours of 9:00 am – 4:00 pm., Monday through Friday or can be downloaded from the City of East Orange's website: [www.eastorange-nj.gov](http://www.eastorange-nj.gov) . If picked up on site, there will be a non-refundable cost of \$25.00 per RFP packet to cover the cost of printing and administrative expenses. Checks are to be made payable to the CITY OF EAST ORANGE. Proposals must be enclosed in a sealed envelope bearing the **Name of the consultant** and the **Title – GOLF CONSULTANT MARKETING SERVICES** on the outside and addressed to the PURCHASING AGENT, City of East Orange, City Hall, 44 City Hall Plaza, East Orange, NJ 07018.

All Professional Service Contractors are required to comply with the requirements of N.J.S.A. 10:5-33 et seq. Affirmative Action, P.L. 1975, c. 127, N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contract and N.J.S.A. 52:25-24.2 (Disclosure of Ownership).

Unless otherwise provided, in any supplement to these instructions to respondent, no respondent shall modify, withdraw or cancel the proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposal in the advertisement or Request for Proposal. For any questions regarding such, please contact Lisa L. Jackson, Purchasing Agent at (973) 266-5163.

**Note:** A **highly recommended Pre-Proposal Conference** will be held on **Tuesday, January 26, 2016 at 12:00 P.M** in the Municipal Council Chambers, 44 City Hall Plaza, East Orange, NJ 07018.

Lisa L. Jackson, Q.P.A.  
Purchasing Agent  
City of East Orange

## **1. Introduction**

The City of East Orange (hereafter the "City") is requesting proposals from qualified individuals and firms to provide full-service Third-Party Administration Services. Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). Using this RFP, the City intends to engage the services of an individual or firm capable of providing the necessary services required of the City's GOLF CONSULTANT MARKETING SERVICE.

## **2. Administrative Conditions and Requirements**

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

### **2.1 Schedule**

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

- Release of RFP: Friday, January 15, 2016
- Pre-Bid: Tuesday, January 26, 2016
- Proposal Due Date: Tuesday, February 9, 2015

### **2.2 Proposal Submission Information**

#### **Submission Date and Time:**

Tuesday, February 9, 2016 at 12:00 PM

One (1) Original & Four (4) copies

#### **Pre-Bid Meeting**

Tuesday January 26, 2016 at 12:00PM

#### **Submission Office:**

City of East Orange  
Division of Procurement  
44 City Hall Plaza  
East Orange, NJ 07018

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the four (4) copies.

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

### **2.3 Using Department Information**

Please direct all questions in writing to:  
Lisa L. Jackson, QPA Purchasing Agent  
City of East Orange

44 City Hall Plaza  
East Orange, NJ 07018  
(973)266-5163

## **2.4 City Representative for this Solicitation**

Lisa L. Jackson, Q.P.A.  
Purchasing Agent  
City of East Orange  
44 City Hall Plaza  
Voice: 973-266-5162  
Fax: 973-678-8059

## **2.5 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions concerning the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda via one or more of the following methods: facsimile; e-mail; website; certified mail; or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

## **2.6 Quantities of Estimate**

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **2.7 Cost Liability and Additional Costs**

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

Respondents will assume responsibility for all costs not stated in their 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 as noted in 2.6, are not to be billed and will not be paid.

## **2.8 Statutory and Other Requirements**

### **2.8.1 Compliance with Laws**

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

### **2.8.2 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 as identified in the documents attached hereto. The form shall be properly executed.

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

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that

the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

#### **2.8.4 Stockholder Disclosure**

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

#### **2.8.5 Non-Collusion Affidavit**

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

#### **2.8.6 N.J. Business Registration Certificate**

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may 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>

#### **2.8.7 “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 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.
- (2) Annual Disclosures require submission by March 30<sup>th</sup> 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](http://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

#### **2.8.8 Insurance and Indemnification**

The contractor 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.

#### **Professional Liability**

Coverage in the amount of \$1,000,000.00/occurrence, \$1,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for the City of East Orange.

#### **2.9 Public Emergency**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the City opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, 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 City may solicit the goods and/or services from any bidder on this contract.

## **2.10 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.

## **2.11 Failure to Enter Contract**

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

## **2.12 Commencement of Work**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

## **2.13 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.

## **2.14 Non-Allocation of Funding Termination**

Each calendar 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 calendar 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.

## **2.15 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's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

## **2.16 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.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 4 Payments shall not total more than 90% of the maximum bid amount until the end of the contract period.
- 5 When the above grounds are removed, payment shall be made for amounts withheld because of them.

## **2.17 Non-payment of Penalties and Interest on Overdue Bills**

Public funds may be used to pay only for goods delivered or services rendered. City of East Orange 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 City to pay additional fees.

## **2.18 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 supplies on CD-ROM media compatible with the owner's computer operating system.

## **2.19 W-9**

Successful 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-df/fw9.pdf>

## **3. Scope of Work**

### Scope of work for golf Marketing contract

The consultant will plan and execute 2016 media day event upon completion of golf course renovation and new clubhouse. Consultant will develop press kit for media day event, in conjunction with East Orange Public Information Officer. The Consultant will provide marketing communications plan recommendations to ensure cost effectiveness and targeting of all print and other advertising/marketing buys for 2016. The consultant will provide strategic direction, as well as copy and creative supervision, on email marketing messages, as well as tactics to grow email data base. The Consultant will ensure web site content and creative is consistent with club's brand image and identity. The consultant will work to obtain favorable reader reviews on Golf Now and other applicable golfing websites that feature user reviews. The consultant will use in depth and expert experience in golf marketing to strategically place East Orange as competitor in Essex county golfer marketplace.

The consultant will leverage long-standing relationships with the sports and golf media to obtain favorable media coverage that will highlight the positive attributes of East Orange Golf Course. The Consultant will draft and distribute to media applicable press releases, media advisories, photos, pitch letters etc. The Consultant will provide input as requested on operational issues (customer service; golf course conditions, food and beverage, etc.) to ensure that they are consistent with and supportive of club's branding efforts. The consultant will consult on photographic needs and provide creative supervision for photo shoots as needed, including one for Fall/Winter 2015. The Consultant will be responsible for publicity monitoring and reporting as well as meet and conference call with Director of Policy Planning and Development, Public Information Officer, Golf Course Administrator and other retained professionals as needed to ensure effective communication and sharing of idea and information

## **4. Proposal Requirements**

### **4.1 Qualification Statement**

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

#### **4.2 Administrative Information Requirements.**

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Qualification.
3. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFP, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
  - (a) Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement. For purposes of this RFP, Principals mean persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, Principals shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.
  - (b) If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Qualification Statement. Describe the approval process.
  - (c) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
  - (d) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
5. The number of years Respondent has been in business under the present name.
6. The number of years Respondent has been under the current management.
7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
8. Whether the Respondent is now or has been involved in any bankruptcy or reorganization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. An executed letter of intent.

### **4.3. Professional Information Requirements.**

- A. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
  - 1. Description and scope of work by Respondent.
  - 2. Name, address and contact information of references.
  - 3. Explanation of perceived relevance of the experience to the RFP.
- B. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.
- C. Resumes of key employees.
- D. Names and resumes of individuals who will be assigned to provide services to the City.
- E. A narrative statement of the Respondent's understanding of the City's needs and goals.
- F. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
- G. Limits of Malpractice insurance coverage.
- H. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.
- I. Respondents must demonstrate a proven record of experience representing municipal entities.
- J. Respondents must list all cases where they have provided services to the City or in which they provided services to another party doing business with the City of who sued the City or in which they provided services to a client that sued the City within the last five years.
- K. A breakdown of the fee structure employed by the respondent.

### **4.4 Key Personnel Information**

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

### **4.5 Proposal Forms**

**The following forms are contained in the attachments. All forms are required (see page 15) and shall be completed and made part of the proposal submitted:**

- 1. Non-Collusion Affidavit;
- 2. Stockholder Disclosure;
- 3. Insurance Requirement Acknowledgement Form;
- 4. Affirmative Action Statement;
- 5. Certificate of Employee Information Report;

6. Business Registration Certificate;
7. Professional Service Entity Information Form;
8. Acknowledgement of Receipt of Addenda

#### **4.6 Location of Servicing Office**

The proposal must list the location and address of the present, active office that will service and manage this contract.

#### **4.7 Methodology**

The proposal must list respondent's process for management of projects that contains procedures, definitions and explanations of techniques used to collect, store, analyze and present information as part of its research process.

### **5. Evaluation, Review and Selection Process**

#### **5.1 Proposals to Remain Subject to Acceptance**

RFP 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.

#### **5.2 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 and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

#### **5.3 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 most advantageous price and other factors. In specific areas multiple contracts may be awarded.

#### **5.4 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. A committee using the criteria set forth herein will then evaluate responsive proposals.

**35% Proposers Understanding of the Contract**  
**25% Experience and Qualification**  
**35% Sports and Golf Media Contacts**  
**5% Contractual Conditions**

***Proposer Understands of the Project:*** Proposals will be evaluated against the questions set forth below:

- Has the proposer demonstrated a through understanding or the purpose and scope of the project?
- How well has the proposers identified pertinent issues and potential problems related to the project?
- Has the proposer demonstrated that they understand the deliverables the City accepts them to provide?
- Has the proposer fully responded to all the questions set forth herein?
- Does the proposer depict a logical approach to fulfilling the requirement of the RFP?

***Experience and Qualifications:*** Proposals will be evaluated against the questions set forth below:

- Do the individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?

How extensive is the applicable education and experience of the personnel designated to work on the projects?  
Has the proposer demonstrated experience in completing similar projects?  
How successful is the general history of the proposer regarding timely and successful completion of the projects?  
Has the proposer provided the required letters of reference from previous clients?

***Innovative System Design:*** Proposals will be evaluated against the questions set forth below:

Does the proposer provide marketing of East Orange Golf course, and tee time inventory on provider's websites?  
Does the proposer provide marketing of East Orange Golf course across provider's assets including but not limited to internet, television, radio, and print?  
Does the proposer provided demand based pricing support, revenue risk analysis, and tee sheet management services?  
Does the proposer provide a dedicated market management team?  
Will the proposer provide real-time reporting?  
Will the proposer develop the course own golf course booking engine to be hosted by the City?  
Does the proposer provide a full service Point of Sale to replace the existing system?  
What are the City's obligations in exchange for the vendor's product?  
What are the difference between registration process with the City system, and proposers system?  
What benefits from the proposers system are provided to the patrons?  
What are the fees associated with the proposers system?  
Are there any other services or benefits provided by the proposers system?

***Contractual Conditions:*** Proposals will be evaluated against the questions set forth below:

Has the proposer provided all documents required on the RFP document checklist?  
Has the proposer provided all other documentation required in the RFP?  
Does the proposal follow the Format and Content requirement outline in the RFP?  
If the proposer makes any modifications to the Specifications are the reasonable and acceptable to the City?

As reasonable accessibility is a relevant consideration, the respondent should meet with the City, as required, to provide system review, feedback, and customization.

## **5.5 Term of the contract**

One (1) Year with the option of two (1) year extensions: Commencing and ending on dates to be listed in fully executed contract, along with the option to be extended for one additional year.

## **5.6 Contract Extension**

Upon mutual agreement of the City of East Orange and the contractor an extension for two additional one year contracts will be considered. The contemplated extension will be in accordance with the terms and conditions of the current contract and will be increased based on the current State of New Jersey "Index Rate" calculation as referenced in N.J.S.A. 40A: 11-15 (6). The "Index Rate" means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. [www.nj.gov/dca/lgs/lpcl/contractlawinfo/cur\\_index\\_rate.shtml](http://www.nj.gov/dca/lgs/lpcl/contractlawinfo/cur_index_rate.shtml)

## **5.7 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.

**CITY OF EAST ORANGE  
CHECKLIST**

**GOLF CONSULTANT MARKETING SERVICE**

**SUBMISSION DATE:**

Tuesday, February 9, 2016 – 12:00 PM

**Read, Signed  
& Submitted  
Respondent's  
Initials**

***The following items are required with the receipt of sealed submissions:***

- |   |       |
|---|-------|
| 1. Submission Form .....  | _____ |
| 2. Non-Collusion Affidavit .....  | _____ |
| 3. Disclosure of Ownership .....  | _____ |
| 4. Insurance Requirement Acknowledge Form .....   | _____ |
| 5. Mandatory Equal Employment Opportunity Notice Acknowledgement .....  | _____ |
| 6. Copy of your <b>Certificate of Employee Information Report</b> .....   | _____ |
| 7. Copy of your <b>Business Registration Certificate</b> as issued by the State of New Jersey,<br>Department of Treasury, Division of Revenue ..... | _____ |
| 8. Professional Service Entity Information Form .....   | _____ |
| 9. Acknowledgement of Corrections, Additions or Deletions Form .....  | _____ |
| 10. Business Entity Disclosure Certification .....  | _____ |
| 11. Claims Administration Services Cost Proposal .....  | _____ |
| 12. PPO/MCO Network Access for W/C Claims Cost Proposal .....   | _____ |

**Reminder:**

Please submit one (1) original and four (4) additional sets of the sealed submission.

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not necessarily include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative:

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

Print Name & Title: \_\_\_\_\_

**CITY OF EAST ORANGE**

GOLF CONSULTANT MARKETING SERVICE

**SUBMISSION FORM**

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

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2. References and record success of same similar service:

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3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

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Authorized Representative (Print): \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**CITY OF EAST ORANGE  
NON-COLLUSION AFFIDAVIT**

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State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(name of contractor) (N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name of affiant under Signature

\_\_\_\_\_  
Notary public of  
My Commission expires \_\_\_\_\_.



**CITY OF EAST ORANGE**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the City Council. The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

**Professional Liability Insurance**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

\*Vendor / Firm shall not commence operations until City has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

\_\_\_\_\_

**(Signature)**

**(Date)**

\_\_\_\_\_

**(Printed Name and Title)**

**CITY OF EAST ORANGE**  
**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the City and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the City files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the City, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

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

**Do you have a federally-approved or sanctioned EEO/AA program?** Yes  No   
**If yes, please submit a photostatic copy of such approval.**

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

**Do you have a State Certificate of Employee Information Report Approval?** Yes  No   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

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

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

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

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

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

**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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses 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.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

- (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.

Sample of Certificate



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 et seq. and N.J.A.C.17:27 and agrees to furnish the required forms of evidence.

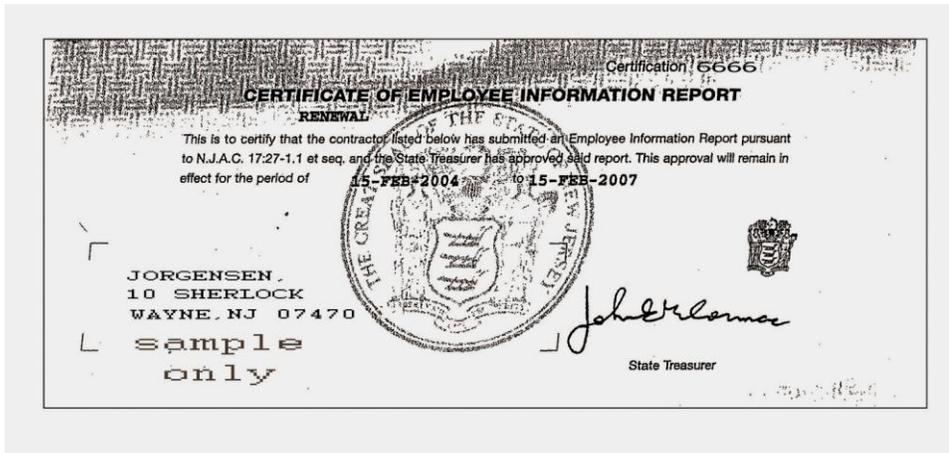
The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27.

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

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

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

**PLACE HERE  
A COPY OF THE  
CERTIFICATE OF  
EMPLOYEE INFORMATION  
REPORT**



**PLACE AFFIRMATIVE ACTION  
(Form AA302)  
EMPLOYEE INFORMATION REPORT  
HERE**

ONLY IF YOU DO NOT HAVE THE  
CERTIFICATE OF EMPLOYEE INFORMATION  
TO ATTACH AT THIS TIME

**October 20, 2004**

**Revised Contract Language for BRC Compliance**

*Goods and Services Contracts (including purchase orders)*

*\* Construction Contracts (including public works related purchase orders)*

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 and suppliers to submit proof of business registration to the contractor;
- 2)\*subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers or attest that none was used; and;
- 4) 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.

# CITY OF EAST ORANGE

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE  
CITY OF EAST ORANGE.

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**

TRADE NAME: **CLIENT REGISTRATION**

TAXPAYER IDENTIFICATION#: **970-097-382/500**

SEQUENCE NUMBER: **0107330**

ADDRESS: **847 ROEBLING AVE  
TRENTON NJ 08611**

ISSUANCE DATE: **07/14/04**

EFFECTIVE DATE: **01/01/01**

FORM-BRC(08-01)

*John S. Tully*  
Acting Director

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



**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: **TAX REG TEST ACCOUNT**

Trade Name: **CLIENT REGISTRATION**

Address: **847 ROEBLING AVE  
TRENTON, NJ 08611**

Certificate Number: **1093907**

Date of Issuance: **October 14, 2004**

For Office Use Only:  
**20041014112823533**

# CITY OF EAST ORANGE

## PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the professional service Entity is an *INDIVIDUAL*, sign name and give the following information:

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

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

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

If individual has a TRADE NAME, give such tradename:

Trading As: \_\_\_\_\_ Telephone: \_\_\_\_\_

.....  
If the professional service Entity is a *PARTNERSHIP*, sign name and give the following information:

Name of Partners: \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized Agent: \_\_\_\_\_

.....  
If the professional service Entity is an *INCORPORATED*, sign name and give the following information:

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Name of agent in charge of said office upon whom notice may be legally served.

.....  
Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

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

**CITY OF EAST ORANGE**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<b><u>ADDENDUM NUMBER</u></b>	<b><u>DATE</u></b>	<b><u>ACKNOWLEDGE RECEIPT (Initial)</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

**FORM NOT REQUIRED IF NO ADDENDA ISSUED**





**CITY OF EAST ORANGE  
REFERENCE SUBMITTAL FORM**

1.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

2.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

3.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>

4.

<b>Name</b>	<b>Title</b>
<b>Nature of Project</b>	
<b>Company</b>	
<b>Phone</b>	<b>Date</b>