

## Request for Proposals

### SJEDD Grant Writing and Administration and Miscellaneous Services

Thursday May 26, 2016  
2:00 P.M. Prevailing Time  
South Jersey Economic Development District, Inc.

Louis Joyce  
Executive Director  
782 S. Brewster Road, Unit B6  
Vineland, NJ 08361  
856-794-1941



South Jersey Economic Development District

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[www.sjedd.com](http://www.sjedd.com)

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## **Notice to Providers**

### **NOTICE FOR SOLICITATION OF PROPOSALS FOR PROFESSIONAL SERVICES UNDER A FAIR AND OPEN PROCESS**

Notice is hereby given that sealed proposals for professional services, not subject to bidding pursuant to N.J.S.A. 40A:11-5 will be received by the South Jersey Economic Development District.

Proposals for the following professional services will be accepted and considered:

- SJEDD Grant Writing and Administration and Miscellaneous Services

Specifications may be obtained daily between 8:30 AM and 4:00 PM from the SJEDD, 782 S. Brewster Road, Unit B-6, Vineland, NJ 08361, from the SJEDD website at [www.SJEDD.com](http://www.SJEDD.com), or they may be mailed on telephone request (856) 794-1941.

Proposals shall be enclosed in sealed envelopes bearing the legend, **“Proposal for the Position of SJEDD Grant Writing and Miscellaneous Services”** on the outside. The proposals shall be returned to the SJEDD by **May 26, 2016 at 2:00 PM**, prevailing time, when they will be opened and read in public. Late proposals will not be considered.

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27) Affirmative Action and P.L. 1977, C. 33 (N.J.S.A. 52-25-24.2) Corporate Disclosure.

By order of the Board of the SJEDD, Will Morey, Chairman.

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## I. Professional Service

### Position and Term

The SJEDD of requests proposals from Grant Writers or firms interested in serving in the position of “SJEDD Grant Writer” for the term of one (1) year starting June 1, 2016 (or thereafter) upon approval by the Board , with the possibility of two (2) extensions of one (1) year each.

### Minimum Requirements

- Must have at least one (1) available grant writer with extensive demographic and historical knowledge of the SJEDD and must be in good standing with the SJEDD and grant agencies.
- Minimum three (3) years of grant writing experience for grant writers or firms.
- Member of firm must have NJ Professional Planning license (NJPP).
- Proposers must be familiar with the State, Federal and other potential grant funding sources and must be equally familiar with the methodology required for obtaining such grant funding sources.
- Proposers must be knowledgeable of methodologies including but not limited to United States Economic Development Administration, (USEDA), United States Department of Agriculture (USDA), New Jersey Economic Development Authority (NJEDA), and New Jersey Department of Community Affairs (NJCA).
- Proposers must be knowledgeable of and abide by all Local, State, Federal and other regulations that apply to these services. Proposers must be familiar with the administration of a public entity.
- Proposers must have experience with economic development in New Jersey. Proposers shall address their ability to provide the services and responsibilities delineated herein.
- Respondent shall submit licenses, certifications, resumes etc., for any of their staff who may be providing services to the District as part of this contract.
- Respondent shall provide the location of their office(s) that would be serving the District. Respondent may describe any value added services that may not have been addressed in this RFP that they feel should be considered by the officials evaluating their proposal submission.

### Description of Services

There are two (2) scopes of services requested in this RFP.

#### A. Grant Services

The first pertains to pursuing and administering grant activity (the “Grant Services”) for the SJEDD and the entities it services within the jurisdiction. To this end, the District is seeking proposals from qualified individuals or firms with licensed Professional Planner(s) interested in serving the needs of the District’s economic development programs for grant writing and grant administration services. The successful Proposer will serve as a facilitator for the identification and pursuit of appropriate federal, state, regional, and foundation grant and/or financing resources and/or programs to meet the capital, infrastructure, programmatic, and related needs of the District. Further, they will be responsible for the successful implementation of grant-funded projects upon award of funding. This includes the following:

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1. Identify and alert the District to potential grant and other funding sources for District projects and initiatives. Preliminary program and financial analysis and strategy development, informal and formal communications with prospective funding agencies, development of project profiles, and other descriptive documents outlining proposed projects with the purpose of securing an invitation to apply for funding. This area of services shall also include negotiations and coordination with other municipal, county and regional agencies, foundations and the private sector to the extent necessary to move projects forward.
2. Preparation of pre-application and/or application documents as specified by and required for submission to state, federal, and regional agencies and foundations / philanthropies, and in accordance with the timelines and procedures specified for each respective submission. These action shall include but not be limited to gathering the necessary application information, meeting with District officials, coordinating with appropriate agencies and/or individuals, attending required public meetings /forums, preparing Citizen Participation Plans, preparing Environmental Review Records, etc.
3. If the grant application is successful and receives funding, the Proposer shall be responsible for the provision of program implementation and project administrative services in order to insure that programs/projects approved by funding agencies are completed in compliance with all relevant terms, conditions, statutes, regulations, etc. as outlined in the appropriate grant contracts/award agreements, and otherwise administer the implementation of the project to ensure that the District and/or other parties involved in the project are aware of and abide by all terms and conditions established in the grant agreement. The Proposer's Grant Writer / Grant Administrator will serve as a single point of contact and project manager for grant-funded projects, and will be ultimately responsible for their successful coordination and completion. When requested, the Proposer shall attend regularly scheduled District Board meetings regarding various projects and initiatives and advise such officials with respect to grant and other funding opportunities for such projects and initiatives. District staff members will be available to assist throughout the grant writing and administration processes, but notification and/or coordination of the project is the responsibility of the recipient of this contract.

As to the Grant Services, it is the SJEDD's desire to enter into a fixed fee agreement for grant applications and a revenue sharing arrangement for grant administration.

#### B. Miscellaneous Services

The second scope of the RFP is other miscellaneous services outlined below on an as needed hourly basis to assist the SJEDD with the implementation of the District's functions. The District engages in the full range of economic development activities listed in its Economic Development Authority (EDA)-approved Comprehensive Economic Development Strategy (CEDS). The Respondent may be requested to assist the SJEDD to fulfill the special technical support service including, but not limited to, planning and implementation strategies, economic development initiatives, project and funding matrices and other services supporting the overall project goals of the District.

These activities may include:

1. Coordinating and implementing economic development activities in the District;
2. Carrying out economic development research, planning, implementation and advisory functions identified in the CEDS document; and

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3. Coordinating the development and implementation of the CEDS with other local, State, Federal and private organizations.

As to the Miscellaneous Services, it is the SJEDD's desire to enter into a hourly rate agreement for miscellaneous services.

### **Restrictions**

Persons or entities submitting a proposal to the District for consideration in response to this announcement (hereinafter "Proposer") shall take note of the following restrictions. The person or firm awarded this RFP will be restricted from applying or administering any grants within the jurisdiction of the SJEDD on behalf of any public entity other than the SJEDD or its disclosed clients. The Proposer may provide a list of public entities and their associated grant funding agencies that they seek to have excluded from this restriction. The District at its sole discretion may permit specified exclusions from this restriction in awarding this RFP. This restriction is deemed material, and shall not be waived by the District.

### **Compensation**

Compensation shall be based on a professional services contract to be negotiated by the SJEDD with the applicant deemed to be most advantageous.

The grant writer or firm shall be entitled to bill in accordance with its customary rates schedule for municipal and SJEDD clients provided the same is reviewed and approved by the SJEDD or agreed upon sums for specific grant writing services for special projects. Compensation may be on a per grant basis in a lump sum amount not to exceed an agreed upon sum.

### **Fair and Open Process**

These proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.4. Applicants who meet with the Minimum Requirements for the position as set forth below, and are willing to provide the described services for the disclosed compensation, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

In order to be considered applicants must submit their reply to the Office of the SJEDD at 782 S. Brewster Road, Unit B-6, Vineland, NJ 08361 on or before **2:00 PM on Thursday May 26, 2016**. At that time and place all proposals received shall be publicly opened and announced by the SJEDD.

Proposals will thereafter be received by the SJEDD Board who shall award the contract for the services. The award of the Contract will be based on the following criteria: (i) responsiveness to the Proposal Requirements and other required submissions; (ii) general experience and reputation in the field; (iii) specific experience/knowledge of the SJEDD of and the subject matter to be addressed under the Contract; (iv) qualifications and experience which most closely match the needs of the SJEDD; (v) availability to accommodate meeting and interface requirements with the SJEDD Officials for meetings, phone conferences, attendance at events and office consultations; (vi) office resources, including backup staff, which are deemed most adequate to service the needs of the SJEDD; and (vii) the applicant who is deemed otherwise most advantageous based on all information submitted or gathered in connection with the proposal.

The SJEDD reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals;

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(iv) to waive any informalities in the proposals; and (v) procure the articles or services from other sources if deemed most advantageous to the objectives of the SJEDD.

The SJEDD's determination of the applicant who is most advantageous to the goals and objectives of the SJEDD shall be final and conclusive.

The award of the contract shall be determined by majority vote on a resolution to be read by title at an open public meeting.

No applicant shall influence, or attempt to influence or cause to be influenced, any SJEDD Official, Officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment. No applicant shall cause or influence, or attempt to cause or influence, any SJEDD Official, Officer or employee to secure unwarranted privileges or advantages.

## **II. Evaluation Criteria**

In the evaluation of proposals, the District will utilize the below listed Evaluation Rating Criteria to ascertain the costs and benefits of all aspects of the proposal. 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.

Each category is assigned a maximum point value. The highest ranking respondent will then be recommended to the SJEDD Board for award of contract based on the following:

Project Understanding/Understanding of the requested work - The proposals will be evaluated for general compliance with the instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualifications of proposals. (20 points)

Prior Experience and Familiarity/Knowledge and Technical Competence – This includes the ability of the respondent to perform all of the tasks and adequately fulfill the requirements specified herein. (25 points)

Management, Experience and Personnel Qualifications – Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in the RFP. In addition to relevant experience, Proposers shall provide personnel qualifications in the proposal. (30 points)

Cost of Services – Based on proposal submitted herein. (25 points)

We encourage each Proposer to be as comprehensive and thorough as possible when responding to this proposal. Proposers may be called upon to attend an oral interview.

Proposals shall be evaluated based on the following criteria:

a. Professional Qualifications: Proposer shall document licensure as a Professional Planner (P.P.) in the State of New Jersey, and shall document Grant Writing / Grant Administration experience as it relates to work performed for entities such as the District and/or county and municipal government agencies in the State of New Jersey.

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Summary of past projects should relate to State, Federal, and other grant sources, including but not limited to US Economic Development Administration (USEDA), United States Department of Agriculture (USDA), New Jersey Economic Development Authority (NJEDA), New Jersey Department of Transportation (NJDOT), the New Jersey Department of Community Affairs (NJCA), regional entities, and/or private foundations.

1. Resumes of professional staff to be involved in the project. Staff experience on similar projects.
2. An organizational chart for this project of the proposed personnel. A detailed description on the management setup for the project and the person ultimately responsible to the District for the project and its day-to-day management.
3. Description of the Proposer's capabilities in providing the requested services.
4. Must demonstrate that sufficient staff is available to perform the work in a timely manner to meet the schedule.
5. The Project Manager must demonstrate experience on similar projects.
6. Provide the physical address of the office where the work is to be performed.
7. Provide a list of similar projects including name and telephone number of the clients and a description of services provided. Experience must be demonstrated in the following areas:
  - a. Writing successful grant proposals (preparation, submission, and award)
  - b. Grant administration / contract management
  - c. Fiscal and performance reporting
  - d. Wage monitoring (Davis Bacon requirements)
  - e. Grant Close-out

b. **Project Understanding:** Proposal shall demonstrate a clear understanding of the scope of work, the requirements, and the process for the successful pursuit and administration of a wide variety of grants to support priority projects of the District's economic development programs. This includes: preparation, compilation, and submission of required elements of grant applications, coordination with appropriate agencies, including the District, and its constituent county and municipal partners, and attending required meetings. If the grant application is successful in obtaining funding, the Proposer will be responsible for the administration of the grant, including project monitoring, preparation of required project documents, and any other activities necessary to ensure satisfactory completion of the project in accordance with Grant/Loan Agreements, etc.

c. **Prior Experience and Familiarity:** Expertise of the individuals at the Firm shall be demonstrated by past contract successes providing government agencies with similar services (emphasis on projects in Atlantic, Cape May, Cumberland and Salem Counties and/or the State of New Jersey). The Proposer will be evaluated on knowledge, experience, prior collaboration, and successful completion of projects/services similar to that requested in this RFP.

d. **Cost Criteria:** Price and its component charges, fees, etc. shall be adequately explained and documented. Fee structure shall be in the following format:

**Flat Fee for Grant Applications:** The Proposer shall propose a fixed fee per grant applications, specifying a ceiling amount. The Proposer may differentiate between different sources of grant funding (i.e., state, federal, non-profit, etc.) in establishing the per application fee to be charged. No expenses or costs shall be billed unless specifically included in the agreement. The Proposer shall be required to obtain the District's approval of grant applications to be submitted prior to the commencement of work on the grant application.

**Revenue Sharing for Grant Administration Services:** The Proposer shall propose a shared percentage of grant administration revenues between the Proposer and the District, with a minimum amount of 30%

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to be provided to the SJEDD. No expenses or costs shall be billed unless specifically included in the agreement.

Hourly Rate for Miscellaneous Services: For the other miscellaneous services outlined described in the scope of services, which the District anticipates requiring on an as needed hourly basis to assist the SJEDD with the implementation of the District's functions, the Proposer shall include direct professional and technical salaries, except Corporate Officers, partners, Owners and routine secretarial and clerical services, multiplied by an overhead and profit factor, plus out-of-pocket expenses and outside specialized services as defined below. The multiplier will not be applied to the premium portion of overtime. The multiplier covers all overhead and profit. Compensation for services by Corporate Officers, Partners and/or Owners may be billed, so long as any such individual is engaged in direct professional or technical labor on this project. No expenses or costs shall be billed unless specifically included in the agreement. Cost for this item shall be presented in the form of hourly rates.

1. Salaries will be charged at the Proposer's standard or overtime hourly rates. Individual standard and overtime rates must be approved by the District prior to commencement of work or whenever the Proposer proposes that any individual's rate be changed during the term of the Agreement. Approval for overtime must be issued by the District.
2. Out-of-Pocket expenses shall include only mileage, travel costs, subsistence and printing/reproduction expenses associated with document submittals to the District and any other expenses specifically agreed to by the District. Mileage will be paid at the prevailing rate. Any change to this rate is subject to approval by the District.

#### V. Proposal Instructions

1. General Information: By this RFP, the District is requesting Competitive Contracting Proposals from qualified Proposers, licensed Professional Planner(s) (P.P.), for the purpose of "Grant Writing and Administration and Other Miscellaneous Services" for the District's Economic Development Programs.

These services shall include but shall not be limited to the following:

Development and submission of grant proposals to federal, state, regional, and foundation grant and/or financing resources and/or agencies to pursue capital, infrastructure, programmatic, and related needs of the District economic development program; upon award, provision of grant administration and management in accordance with the relevant grant administration agreements, including contract management, fiscal monitoring/reporting, progress measurement/reporting, and close-out. The Proposer will be responsible for all aspects of contract compliance, and will receive support from the appropriate staff members of the District in pursuit of said compliance.

The District shall award a contract on a competitive contracting basis to the most responsible, licensed Professional Planner / Proposer who, in the opinion of the District, best meets all of the conditions and specifications outlined in this RFP and best fulfills the needs of providing grant writing and grant administration services, cost and other factors considered; i.e., based on evaluations conducted in accordance with N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1 et seq. The contents of the proposal submitted by the successful Proposer and this RFP may become part of the contract for these services. The successful Proposer will be expected to execute said contract with the District.

The contract shall be subject to budgetary appropriations by the South Jersey Economic Development District.

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2. Submission of Proposals: a. Sealed Proposals shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications. Each Proposal shall be submitted in a sealed envelope and Proposer shall clearly write their name, address and the Proposal description of "Grant Writer / Administrator and Miscellaneous Services" on the front of the envelope. The District assumes no responsibility for proposals opened in error due to non-use of the proper envelope.

Proposals shall be forwarded to the attention of Louis Joyce, Executive Director, SJEDD, 782 S. Brewster Road, Unit B-6, Vineland, New Jersey 08361.

b. A Proposal cannot be withdrawn after the expiration of the time established for receiving proposals, nor can any changes in price or other details be made by letter, telephone or verbal statement.

c. It is the Proposer's responsibility to insure that proposals are presented to the District on the hour and at the place designated herein. Proposals may be hand delivered, mailed or sent express carrier. The District assumes no responsibility for Proposals forwarded by mail or express carrier. Proposals received after the designated time and date will be returned to the proposer unopened.

d. Proposals must be signed in ink by a duly authorized official and only original signatures will be accepted. Any Proposal showing any erasure/alteration must be initialed in ink by the Proposer.

e. Proposer must furnish all information listed in the Proposal Pages and properly execute these pages. Failure to comply shall be cause for rejection of proposal. Maximum length of proposal is 20 pages.

f. Proposals shall furnish one (1) original Proposal and five (5) copies.

g. The District may select the Proposer to be awarded the contract pursuant hereto based solely on the proposals submitted. It is possible that the District may also want to interview the prospective Proposers; if the District feels that an interview is warranted, it will contact the Proposers. Firms selected for interviews shall be prepared to discuss in detail all services they propose to provide as part of this contract. No promise of contract shall be implied by the invitation to an interview.

h. This RFP is being advertised by the County of Cape May on behalf of the District. Take note that proposals shall be submitted to the District, not Cape May County. Neither the District nor Cape May County shall be responsible for Proposals misdirected or delivered contrary to these instructions.

i. Rejection of Proposals: The District reserves the right to reject any or all proposals covered in this RFP, or any portion(s) thereof, waive informalities, re-advertise and/or take such other actions decreed necessary as permitted by prevailing law, in the best interests of the District.

**Statement of Authority**

**By submitting and signing this RFP, we certify that we are familiar with all conditions and requirements of this RFP.**

**RFP SUBMITTED FOR:**

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

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

\_\_\_\_\_

Bid Submitted By: \_\_\_\_\_

(Please Print)

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

(Proposal must be signed to be valid)

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email Address \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

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**Affirmative Action Requirements**

RESPONDENTS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.). See also N.J.A.C. 17:27 et seq.

**REQUIRED AFFIRMATIVE ACTION EVIDENCE**

- A. **PROCUREMENT & SERVICE CONTRACTS** (which are not subject to a federally approved or sanctioned affirmative action program). All successful vendors must submit within seven (7) calendar days of the notice of intent to award or the signing of the contract, whichever is sooner, one of the following:
  - 1. A PHOTOCOPY OF THEIR FEDERAL LETTER OF AFFIRMATIVE ACTION PLAN APPROVAL
  - 2. A PHOTOCOPY OF THEIR CERTIFICATE OF EMPLOYEE INFORMATION REPORT
  - 3. A COMPLETED AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT AA302
  
- B. **CONSTRUCTION CONTRACTS** ALL SUCCESSFUL CONTRACTORS MUST SUBMIT WITHIN THREE (3) CALENDAR DAYS OF THE SIGNING OF THE CONTRACT AN INITIAL PROJECT MANNING REPORT AA 201 FOR ANY CONTRACT AWARD THAT MEETS OR EXCEEDS THE PUBLIC AGENCY BIDDING THRESHOLD.

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

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

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

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

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#### **Americans with Disabilities Act**

The Contractor and the SJEDD do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (The "Act") (42 U.S.C. §12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made part of this Contract. In providing any aid, benefit, or service on behalf of the SJEDD pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with this Act. In the event that the Contractor, its agents, servants, or employees, or subcontractors violate or are alleged to have violated this Act during the performance of this contract, the Contractor shall defend the SJEDD in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless, the SJEDD, 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 his own expense, appear, defend, and pay any and all 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 SJEDD's grievance procedure, the Contractor agrees to abide by any decision of the SJEDD which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the SJEDD or if the SJEDD 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 SJEDD 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 SJEDD or any of its agents, servants, and employees, the SJEDD shall expeditiously forward or have forwarded to the Contractor, every demand, complaint, notice, summons, pleading, or other process received by the SJEDD or its representatives.

It is expressly agreed and understood that any approval by the SJEDD 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 SJEDD pursuant to this paragraph.

It is further agreed and understood that the SJEDD 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 the 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 constructed to relieve the Contractor from any liability, nor preclude the SJEDD from taking other actions available to it under any other provisions of this Agreement or otherwise at law.

## **Equal Employment Opportunity Language**

**EXHIBIT A** (Revised 04/10)

**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 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 SJEDD 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

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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, 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.us/treasury/contract\\_compliance](http://www.state.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**.

**I, the undersigned, do hereby agree to the terms as outlined in EXHIBIT A (Revised 04/10) from the New Jersey Public Law 1975, c. 127 (NJAC 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS in the State of New Jersey.**

SIGNATURE \_\_\_\_\_

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

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

**Corporate Disclosure Statement**

*N.J.S.A. 52:25-24.2 (P.L. 1977 c33)*

Failure of the bidder/respondent to submit the required information is cause for automatic rejection.

*CHECK ONE:*

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

**OR**

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

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

- Partnership       Corporation       Sole Proprietorship
- Limited Partnership    Limited Liability Corporation    Limited Liability Partnership
- Subchapter S Corporation

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

Name	Address

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

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

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Print Name and Title)

My Commission expires: \_\_\_\_\_

**Non-Collusion Affidavit**

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

SJEDD of \_\_\_\_\_ ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)  
in the SJEDD of \_\_\_\_\_ and the State of \_\_\_\_\_,  
of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm \_\_\_\_\_  
(Title or Position) (Name of Firm)  
the bidder making the 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 SJEDD of \_\_\_\_\_ in the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34-15).  
(Name of Contractor)

Sworn to and subscribed  
Before me on this \_\_\_\_\_  
Day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Affiant)  
\_\_\_\_\_  
(Print Name of Affiant)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

## Business Registration Compliance

### Revised Contract Language for Business Registration Compliance *Goods and Services Contracts (including 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 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 \$25.00 for each day of violation, not to exceed \$50,000.00 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.

### SAMPLES BUSINESS REGISTRATION CERTIFICATES

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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TRADE NAME: CLIENT REGISTRATION  
TAXPAYER IDENTIFICATION#: 970-087-382/000  
SEQUENCE NUMBER: 0107230  
ADDRESS: 847 ROEBLING AVE  
TRENTON NJ 08611  
ISSUANCE DATE: 07/14/04  
EFFECTIVE DATE: 01/01/01  
FORM BRC(06-01)

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:  
Address: 847 ROEBLING AVE  
TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112813533