

# CITY OF PLAINFIELD

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## REQUEST FOR QUALIFICATIONS FOR *MEDIA CONSULTANT*

CITY OF PLAINFIELD

Contract Term

July 1, 2010 through June 30, 2011

### SUBMISSION DEADLINE

11:00 A.M.  
JULY 13, 2010

ADDRESS ALL QUALIFICATIONS TO:

PURCHASING DIVISION  
CITY HALL, 515 WATCHUNG AVENUE  
PLAINFIELD, NEW JERSEY 07061

ATTN: DAVID SPAULDING, PURCHASING AGENT

# **Public Notice**

## **Request for Qualifications**

Notice is hereby given that the City of Plainfield will receive Qualifications on Tuesday, July 13, 2010 at 11:00 A.M. in City of Plainfield, City Hall, 515 Watchung Avenue, Plainfield, New Jersey for the following professional services:

- **MEDIA CONSULTANT**

Qualifications are being solicited through a Fair and Open process in accordance with N.J.S.A. 19:44A-20.4. Requests for Qualifications (RFQ) may be obtained at the City of Plainfield, 515 Watchung Avenue, Plainfield, New Jersey 07060, Attn: David Spaulding, Purchasing Agent, between the hours of 9:00 A.M. and 4:00 p.m. Monday through Friday. Qualification submissions may be mailed upon request by calling the Purchasing Agent's office (908) 226-2568. All questions regarding the RFQ must be made in writing and directed to the Purchasing Agent. Questions may be faxed to (908) 753-3500. Submissions must be made in the form required by the specifications and one (1) original and five (5) copies must be delivered to reach the Purchasing Agent prior to the time for the receipt of Qualification. All information requested in the Request for Qualifications must be provided or the submission may be disqualified. Submissions must be sealed and plainly marked on the outside of the sealed envelope to the services for which the Qualification is submitted. The City of Plainfield reserves the right to reject any and all submissions, to waive any informality in the RFQ process, and to accept any submissions which, in their judgment, are most advantageous, price and other factors considered, and will best serve the interest of the City of Plainfield. Submitters are required to comply with the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27.

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING QUALIFICATIONS**

CITY OF PLAINFIELD  
515 WATCHUNG AVENUE  
PLAINFIELD, NEW JERSEY 07061

### **CONTACT PERSON**

DAVID SPAULDING, PURCHASING AGENT  
PURCHASING DIVISION  
515 WATCHUNG AVENUE  
PLAINFIELD, NEW JERSEY 07061  
(908) 226-2568

### **PURPOSE OF REQUEST**

The City of Plainfield is requesting submissions from qualified individuals and firms to provide media consultant services for the City. The consultant will serve all departments within the City on a consulting basis; this is not a municipal staff position. Qualifications will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

### **PERIOD OF CONTRACT**

July 1, 2010 through June 30, 2011

### **CONTRACT FORM**

The successful submitter shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by the Consultant shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

## **DETAILED REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS FOR MEDIA CONSULTING SERVICES**

**1. CITY OF PLAINFIELD FACTS AND FIGURES** – The City of Plainfield is a municipal government entity. The City was incorporated in 1869 and operates pursuant to N.J.S.A. 40A:61-1 et seq.

The City's population is approximately 47,800 and it consists of approximately 6 square miles of area. The City employs approximately 500 people in about 12 departments and agencies. It owns various municipal buildings, parks and recreation facilities.

The City's operating budget is approximately \$64 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

**2. NATURE/ SCOPE OF SERVICES** – The City of Plainfield is requesting submissions for Media Consultant Services to perform the following services to benefit the City in the area Public Access Television programming:

- a. Create new TV shows that reach target markets
- b. Develop shows that highlight Plainfield and its citizens
- c. Create programming that elicits directed responses from the community, (polls, contest, etc)
- d. Camera operation
- e. Editing
- f. Live multi camera switching
- g. Talent and on camera release forms
- h. Manage equipment logs, logouts and returns
- i. Complete extra and talent release forms
- j. Complete on camera release forms
- k. Schedule bulletin board listings of events and announcements
- l. Schedule programs and TV shows around events
- m. Creating programming scheduling for various cycles, (daily, weekly monthly)
- n. Manage archival materials, tapes, books, files etc.
- o. Log times of shoots, in house productions and editing
- p. Maintain show logs and times
- q. Manage equipment log outs and damage reports
- r. Compile rights and permission paper work
- s. Other duties within studio as assigned

**3. STANDARD REQUIREMENTS OF TECHNICAL QUALIFICATIONS** - Submitters should submit technical qualifications which contain the following:

- a. The name of the submitter, the principal place of business and, if different, the place where the services will be provided, together with telephone, fax and e-mail address. Provide the distance of the firm from the City of Plainfield, along with a description of the firm.
- b. Submitter must have a minimum of five (5) years of experience in the field of media consulting and/or coordination of media services, including basic experience in the operations and procedures normally associated with public access television.
- c. The education, qualifications, experience and training.
- d. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include a list of governmental clients with contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

- e. Submission must include samples of program materials prepared for clients.
- f. An Affirmative Action Statement (copy of form attached).
- g. A completed Non-Collusion Affidavit (copy of form attached).
- h. A statement that the submitter will comply with the General Terms and Conditions required by City and enter into the City's standard Professional Services Contract.
- i. A copy of the submitter's Business Registration Certificate.
- j. A copy of the submitter's W-9 form Request for Taxpayer Identification Number and Certification upon execution of award

4. **COST ANALYSIS** - Submitters should submit a cost analysis which would include any proposed retainer, hourly rates and reimburseable expenses such as postage, printing, and photocopies. The City does not provide payment for or reimbursement for travel expenses.

5. **SUBMISSION EVALUATION** – The City will compile a list of Consultants to be used based upon the most advantageous submissions on all of the evaluation factors set forth at the end of this RFQ. The City will retain Consultants from among those approved.

Each submission must satisfy the objectives and requirements detailed in this RFQ. The successful submitter shall be determined by an evaluation of the total content of the qualifications submitted. The City reserves the right to:

- a. Not select any of the submissions;
- b. Select only portions of a particular submitter's qualifications for further consideration; (However, submitters may specify portions of the qualification submission that they consider "bundled".)
- c. Award a contract for the requested services at any time during the calendar year after all RFQ's have been reviewed and a list of qualified consultants selected by the City. Every submission should be valid through this time period.
- d. The City shall not be obligated to explain the results of the evaluation process to any submitter.
- e. The City may require submitters to demonstrate any services described in their submission prior to award.

6. **SUBMISSION LIMITATIONS** - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFQ. The City reserves the right at the City's sole discretion to refuse any submission.

7. **USE OF INFORMATION** - Any specifications, drawings, CAD files, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the submitter in connection with this RFQ shall remain the property of the City. When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the submitter, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the submitter, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually

agreed upon in writing.

**8. GENERAL TERMS AND CONDITIONS –**

- a. The City reserves the right to reject any or all submissions, if necessary, or to waive any informalities in the submissions, and, unless otherwise specified by the submitter, to accept any item, items or services in the submissions should it be deemed in the best interest of the City to do so.
- b. In case of failure by the successful submitter, the City of Plainfield may procure the articles or services from other sources, deduct the cost of the replacement from money due to the submitter under the contract and hold the submitter responsible for any excess cost occasioned thereby.
- c. The submitter shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- d. Each submission must be signed by the person authorized to do so.
- e. The contract shall be in effect through June 30, 2011 unless otherwise stated.
- f. Submissions may be hand delivered or mailed consistent with the provisions of the legal notice to submitters. In the case of mailed submitters, the City assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by facsimile or e-mail.
- g. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful submitters must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information reports (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations

promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- h. By submission of qualifications, the submitter certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful submitter shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- i. No submitter shall influence, or attempt to influence, or cause to be influenced, any county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- j. No submitter shall cause or influence, or attempt to cause or influence, any county officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the submitter or any other person.
- k. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Law Department's decision shall be final and conclusive.
- l. The City of Plainfield shall not be responsible for any expenditure of monies or other expenses incurred by the submitter in making its proposal.
- m. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this submission.

**END OF GENERAL INSTRUCTIONS**

**BASIS OF AWARD**  
*(To be completed by City evaluation committee)*

**EVALUATION FACTORS**

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- a. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned (30 Points)
  
- b. Knowledge of the City of Plainfield and the subject matter to be addressed under this engagement (10 Points)
  
- c. Relevance and Extent of Similar Engagements performed (15 Points)
  
- d. Technical Qualifications contains all required information (15 Points)
  
- e. Reasonableness of Cost Analysis (30 Points)

## **REQUEST FOR QUALIFICATIONS CHECKLIST**

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION PACKAGE:

**Please initial below, indicating that your submission includes the itemized document.  
SUBMISSIONS WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

INITIAL BELOW

- A. An original and five (5) signed copies of your complete submission. \_\_\_\_\_
- B. Non-Collusion Affidavit properly notarized. \_\_\_\_\_
- C. Authorized signatures on all forms. \_\_\_\_\_
- D. Business Registration Certificate(s). \_\_\_\_\_
- E. Affirmative Action Statement \_\_\_\_\_
- F. Copy of Liability and Workmen's Compensation Insurance Policies \_\_\_\_\_

Note: N.J.S.A 52:32-44 provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its qualifications. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES**  
**THE ABOVE LISTED REQUIREMENTS.**

NAME OF SUBMITTER:

\_\_\_\_\_  
Person, Firm or Corporation

BY: \_\_\_\_\_ (NAME) \_\_\_\_\_ (TITLE)

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable city employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable city employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

**Exhibit A (Continued)**

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

SIGN-----DATE-----



**OWNER DISCLOSURE and POLITICAL CONTRIBUTION CERTIFICATION**  
This Statement **MUST BE INCLUDED** with RFQ Submissions

**OWNER DISCLOSURE SECTION**

**Name of Business** \_\_\_\_\_

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

**OR**

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

**OR**

I certify that there are no stockholders

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

Partnership  
Proprietorship

Corporation

Sole

Limited Partnership  
Liability Partnership

Limited Liability Corporation

Limited

Subchapter S Corporation

Other (describe) \_\_\_\_\_

**AND**

**POLITICAL CONTRIBUTION DISCLOSURE SECTION**

**(The following section must be completed)**

I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *City of Plainfield and/or County of Union*, if a member of that political party is serving in an elective public office of that *City of Plainfield and/or County of Union* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *City of Plainfield and/or County of Union* when the contract is awarded.

**OR**

I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has made reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed below:

<b>Contributor Name</b>	<b>Recipient Name</b>	<b>Date</b>	<b>Dollar Amount</b>
			\$

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

**Stockholders:**

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

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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

Subscribed and sworn before me  
this \_\_\_ day of \_\_\_\_\_, 2  
.

(Notary Public)

My Commission expires:

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

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)