



18 N First Street
Pleasantville, NJ 08232
(609) 484-3600
www.pleasantville-nj.org

VIDEO RECORDING SERVICES

REQUEST FOR QUALIFICATIONS

BASIC EXPERIENCE FOR PROFESSIONAL SERVICES

Video Recording Services: The videographer will transport, set up, and operate equipment for the recording of the City Council meetings that are held.

Delivery: Proposals may be mailed or hand-delivered to the City of Pleasantville City Clerk's Office by 4:00 p.m., no later than December 1, 2023.

Communications: Restrictions on communications and requests for information are delineated within the RFP package. All communications are to be directed through the City Clerk's Office.

Contract Term

The City anticipates a one-year contract.

Contract

The City expects all submitting firms to present to the City a contract with terms and conditions.

The City reserves the right to revise the stated contract terms and conditions prior to contract execution.

Schedule

The City provides the following schedule. This is for information only and will be adjusted as needed.

RFP Release Date: October 5, 2023
RFP Submission: No later than December 1, 2023
Council Consideration: January 2024
Anticipated Start: January 2024

SUBMISSION 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 firm or firms submitting the Qualification Statement pursuant to this RFQ, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm or firms submitting the Qualification Statement. For purposes of this RFQ, "Principals" mean persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
 - (b) If a firm 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 firm 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. An executed Letter of Intent.
6. The number of years your organization has been in business under the present name.
7. The number of years the business organization has been under the current management.

8. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
9. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
10. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
11. Confirm appropriate federal and state licenses to perform activities.
12. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:
 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 RFQ
 - a. Describe the services that Respondent would perform directly.
 - b. Describe those portions of the Respondent's services, if any, those are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.
 - c. Does the Respondent normally employ union or non-union employees?
 - d. Resumes of key employees.
 - e. A narrative statement of the Respondent's understanding of the City of Pleasantville 's needs and goals.
 - f. List all immediate relatives of Principal(s) of Respondent who are City of Pleasantville employees or elected officials of the City of Pleasantville. 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 by reason of relation.
13. Provide rates(s) or fee schedule.

PROPERTY AND CONFIDENTIAL INFORMATION

Consultant shall not, without the prior written consent of the City of Pleasantville, disclose to third parties any information received in connection with the Services unless:

- The information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- The information is in the public domain at the time of disclosure by the responding attorney/firm; or
- The information is received by Consultant from a third party who does not have an obligation to keep the same confidential.

No Conflict of Interest: The responding attorney/firm confirms that the responding attorney/firm does not have a business interest or close family relationship with any City officer or employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's performance. Also, the responding attorney/firm confirms adherence to the City policy regarding conflict of interest, the State of New Jersey's Ethics Code.

STATUTORY AND OTHER REQUIREMENTS

1. Compliance with Laws

Any contract entered into between the attorney/firm and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The attorney/firm 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. Mandatory EEO/Affirmative Evidence – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit ("Division") and provided below. The contract includes the language included as Exhibit A in this specification as if set forth therein.

3. Americans with Disabilities Act of 1990 - 42 U.S.C. S121 01 et seq.

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 attorney/firm is obligated to comply with the Act and hold the owner harmless.

4. Statement of Corporate Ownership-Stockholder Disclosure - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the RFQ response/bid or accompanying the RFQ response/bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the City of Pleasantville a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. The form shall be signed and submitted with the RFQ proposal/bid whether or not a stockholder or partner owns less than 10% of the business submitting the RFQ proposal/bid. Failure to comply requires mandatory rejection of the RFQ proposal/bid. The Respondent shall complete and submit the form of statement that is included in this RFQ.

5. Non-Collusion Affidavit - N.J.S.A. 52:34-15

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

6. Proof of N.J. Business Registration Certificate - N.J.S.A. 52:32-44

Each respondent (attorney/firm) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the respondent's Business Registration Certificate (BRC).

The City of Pleasantville prefers the BRC be submitted with the proposal. If it is not provided prior to execution of a contract, the contract shall be awarded to the next responsible respondent.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

7. "Pay to Play" – Notice of Disclosure Requirement

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional

information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

8. Assign, Sublet or Transfer Any Rights/Interests

Neither the owner nor the Attorney/firm shall assign, sublet, or transfer any rights or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone other than the owner and the Attorney/firm.

9. Indemnification

The attorney/firm agrees to indemnify and save harmless the owner, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of failure of the Attorney/firm or those acting under Attorney/firm to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

10. Health Insurance Portability and Accountability Act of 1996 – HIPAA (If Applicable)

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

The Attorney/firm shall:

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

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

11. Proof of Licensure

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

12. Disclosure of Investment Activities in Iran – P.L. 2012, c. 25

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. The Respondent shall complete and submit the form of statement that is included in this RFQ.

13. Disclosure of Involvement in Prohibited Activities in Russia or Belarus – P.L. 2022, c. 3

P.L. 2022, c. 3 prohibits State and local public contracts with persons or entities engaging in certain activities in Russia or Belarus. The Respondent shall complete and submit the form of statement that is included in this RFQ.

14. Bid Confidentiality and Commitment to Defend

The Respondent shall complete and submit the form included in this RFQ.

PUBLIC EMERGENCY

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

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.

INSTRUCTIONS TO RESPONDENTS

Respondents must submit an original and two (2) copies of their Qualification Statement to the Designated Contact Person:

Davinna P. King-Ali, Municipal Clerk
18 N First Street
Pleasantville, NJ 08232

Qualification Statements must be received by the City of Pleasantville no later than 4:00 p.m. (prevailing time) on December 1, 2023 and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

EVALUATION

The City of Pleasantville's objective in soliciting Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost-effective services to the City of Pleasantville. The City of Pleasantville will consider Qualification Statements only from firms or organizations that, in the City of Pleasantville's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City of Pleasantville in the manner described in this RFQ.

Qualifications will be evaluated by the City of Pleasantville on the basis of the most advantageous, all relevant factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the City of Pleasantville and the subject matter addressed under the contract;
3. Availability to attend the required meetings of the City of Pleasantville; and
Other factors demonstrated to be in the best interest of the City of Pleasantville.