



# Request for Qualifications (RFQ) & Request for Proposals (RFP):

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Interim Management Consultant  
The Parking Authority of Camden City  
Camden, New Jersey

*Contracting Agency:*

Parking Authority of the City of Camden  
10 Delaware Avenue  
Camden, NJ 08103  
Phone: 856-757-9300  
Fax: 856-964-9317

**October 28, 2011**

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## **I. Advertisement**

The Parking Authority of the City of Camden (PACC) is soliciting a technical and fee proposal from highly professional firms to perform specific management consultant services, defined in the below section entitled “Scope of Work.”

All work shall be performed in accordance with any and all applicable Federal, State and local laws.

The Request for Proposal (RFP) package will be available for pick-up at no cost beginning 9:00AM EST on Friday October 28, 2011. The package may be picked up at the offices of Cooper’s Ferry Partnership (CFP), which is located at 2 Riverside Drive, Suite 501, Camden, New Jersey 08103. Written or faxed requests may also be honored.

The due date for interested firms to submit a technical qualifications and fee proposal is Tuesday, November 15, 2011 at 11:00AM.

Any questions should be submitted in writing to Mr. Joe Myers. All questions shall be submitted by Friday November 11, 2011, by 12:00pm EST. Questions should be submitted in written form and faxed to 856-757-9478. Any questions submitted thereafter will be precluded from consideration.

## **II. Introduction and Background**

The PACC was created in 1958 by an ordinance passed pursuant to the New Jersey Parking Authority Act of 1948. The Authority is a public body politic and corporate and a political subdivision of the State of New Jersey working in conjunction with the Mayor and members of the City Council for the on-going improvement of parking conditions within the City of Camden. The purpose of the Authority is the construction, provision and operation of off-street parking facilities, the promotion of traffic improvement, and any other legal parking related activity. Additionally, to the extent authorized by the governing body of the City, the Authority is involved in the management and operation of on-street parking meters and other related facilities and enforcement of the applicable laws, ordinances and regulations relating to the parking of vehicles. Recently, the Authority has been offering its parking services to a variety of private and public sector anchors in the City of Camden and assisting in the identification, operations, and maintenance of several facilities throughout the City.

## **III. Scope of Services**

The objective of this Request for Qualifications (RFQ) and Request for Proposals (RFP) will be to engage a professional management company that has the technical parking expertise, relevant parking experience, and parking management qualifications to serve as

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an interim executive that supervises, directs, and coordinates all aspects and activities of the PACC.

The management consultant will have responsibility for the supervision of planning, administering, directing and coordinating both program development and program execution of all activities approved by the PACC. This work involves formulating, proposing for adoption, implementing and administering policies of the Authority relating to all phases of vehicular parking (on and off-street), including planning and development of parking facilities, enforcement, general operations, property management, marketing, and capital improvements and financing. The position also includes the preparation of an annual budget. Furthermore, the management consultant will be responsible for supervision over all employees of the Authority, including planning and directing the work of all administrative, parking management and security personnel and contracted services.

Specific tasks include the following:

- i. Plans, administers, directs and coordinates all phases and activities of the Authority, including both program development and program execution once approved by the Authority Board;
- ii. Confers, cooperates and consults with municipal, state and federal officials and representatives, personnel, and professional, technical and other consultants, to insure proper coordination in timing of all programs and projects of the Authority;
- iii. Management of all contracted service operations;
- iv. Preparation and monitoring of the annual operating budget;
- v. Establishment and monitoring of a capital program for the Authority facilities;
- vi. Administers policies relating to all phases of vehicular parking (on and off-street) in the City of Camden, NJ;
- vii. Provides professional and technical advice to public officials and private organizations relating to all parking needs in the City of Camden, NJ;
- viii. Oversees procurement activities for management, security and capital needs for the Authority;
- ix. Works with property owners and tenants, businesses, city departments and agencies to promote the Authority parking system and thus enhance economic development in the Downtown and elsewhere as required;
- x. Makes disbursements of money, as directed by a general or specific vote adopted by the board members;
- xi. Signs all orders and checks for the payment of money, unless board members, from time to time, otherwise provide; and
- xii. Performs related work as required by the board.

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Term for the management consultant will be an initial phase of twelve (12) months, with two six (6) month renewal options, or as further defined by the board of commissioners. An allocation of twenty (20) hours per week shall be budgeted by the management consultant for the initial phase of services, beginning from December 5, 2011 – December 3, 2012.

The PACC is seeking highly skilled and knowledgeable management consultants with the following qualifications:

- Thorough knowledge of the principles, practices and techniques of modern personnel administration, office procedures, employee relations and ability to plan and coordinate the multiple facet programs and functions of the authority;
- Knowledge of federal, state and municipal regulations, laws, and ordinances common to governing the Authority;
- Thorough knowledge of the operation of parking facilities, garages, lots and on-street spaces;
- Thorough knowledge of the principles, methods, procedures, equipment and materials used in designing and maintaining large parking facilities;
- Working knowledge of project management, preparation of budgets, and analysis as it relates to programs and projects of a large parking authority;
- Ability to develop creative parking programs and policies to further economic development in urban areas;
- Ability to establish and maintain effective working relationships with subordinates, management company government officials, consultants, private sector organizations, the business community and the general public;
- Ability to plan, administer, coordinate and direct the operation and maintenance of a parking authority; and
- Ability to express oneself clearly and concisely, both orally and in writing.

#### **IV. Submission and Selection Requirements**

Interested Firms shall submit five (5) total sealed copies of their Proposals to:

Mr. Joe Myers, Parking Consultant  
Cooper's Ferry Partnership  
2 Riverside Drive  
One Port Center, Suite 501  
Camden, NJ 08103

A proposal shall consist of one document with two components: (1) technical proposal outlining the consultant(s) qualifications, methods, and such; and (2) fee proposal for

performing the project scope of work (fee for the one year period). The proposal must be signed, sealed and labeled. Respondents should provide a total fee for performing the project scope of work and the cost breakdown of tasks and time allocated to be performed for each individual task by assigned staff members. Additionally, the hourly rates for the proposed personnel should also be provided. Technical proposals are elaborated upon in the remaining sections of “*IV. Submission and Selection Requirements*” (see below).

Submittals will be accepted at the above address until Tuesday November 15, 2011 at 11:00AM. No partial or incomplete submissions will be considered. Technical component of the proposal should include the following:

**A. Cover Letter:**

This letter should include a brief summary of the reasons for the firm’s interest in the project, the reasons why the particular firm is most uniquely suited for the project, and a brief summary of information regarding the most relevant examples of the firm’s work.

**B. Firm Profile/Project Team:**

Interested management consultants should designate one individual to be primary contact for the project team. Each proposal should also contain a description of the in-house team within the firm and their role on the project as well as a list of the sub-consultants who have agreed to be part of your overall project team, if applicable. The summary of in-house and sub-consultant expertise shall include resumes of key personnel, shall identify the relevant managerial and technical qualifications of key personnel, and state the titles/roles of all team members. Please provide an organizational chart.

The proposal should state the total number of people currently on staff and a list of any and all parking consulting and/or management projects in the State of New Jersey. Please be as specific as possible when describing projects, clients, partners, values, and dates.

Furthermore, the proposal should include a description of when and in what capacity the various firms have previously partnered together.

Management consultants should be proficient and skilled with both surface and structured parking facilities, as well as other parking services, including but not limited to event management, ticketing, and enforcement.

**C. Project Methodology:**

The respondents shall briefly state their own understanding of the issues and tasks of the project at hand and describe the methodology to be used by their firm in accomplishing the work.

**D. Portfolio of Relevant Experience:**

The Management consultant shall describe the specific experience of the firm, including a thorough description of other relevant projects, which best demonstrate the firm's ability to carry out the scope of work of this project. The firm should indicate its experience working on parking facilities in urban locations. The proposal should, for each project, list a concise project description, project completion dates, construction values and project references.

**E. Client References:**

Current or previous clients of the company with knowledge of the firm's service history: Please provide at least three (3) references.

**F. Copies of Professional Certificates and License (where applicable)**

Firms should include any and all professional certificates and/or licenses including but not limited to New Jersey Business Registration Certificate.

It is further imperative for interested parties to thoroughly read and review the Bidder's Checklist at the end of this document, check each box to ensure full understanding and incorporation into the final bid documents, and complete/sign any and all necessary forms as part of the Bidder's Checklist including but not limited to the following exhibits: bidder information statement, public disclosure information, non-collusion affidavit, and affirmative action supplement.

**V. Method of Selection**

A committee will review the proposals and utilize a scoring method to rank the respondents according to the following criteria:

- **Professional Qualifications** **25%**  
  
Review of the professional management consultant's designee, staff, resumes, and references.
- **Related Experience** **25%**  
  
Overview of firm(s) with parking management experience, primarily in urban areas
- **Technical Completeness** **25%**  
  
Overall quality of proposal and its completeness

▪ **Knowledge of Local Conditions:** **25%**

This section should detail the firm(s) understanding of the project's environment and surrounding areas.

## **VI. Contract Form and Term**

This RFQ/RFP process and selection will lead to a contract for an initial twelve (12) months, with two six (6) month renewal options, or as further defined by the board of commissioners

## **VII. Proposal Evaluation**

Based on the criteria outlined above in Section V (Method of Selection), the Selection Committee will rank all proposals. The selection committee will contact the consultant with the most points. Interviews may be scheduled, depending on the determination of the selection committee.

If the PACC cannot agree on a final fee and service from the firm with the highest ranking, then the PACC will move onto the next highest ranked firm. The PACC will have sole discretion in the negotiation and selection of the firm.

## **VIII. Equal Employment Opportunity Provisions**

Consultants and their sub-consultants will not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

All of the potential firms must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity. The potential company must insure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The company must uphold and operate in compliance with Executive Order I 1 246 and as amended in Executive Order I 1 375, Title VI and VII of Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.

In response to this RFP, companies should furnish detailed statement relative to their Equal Employment Opportunity practices and any statistical employment information that it deems appropriate, relative to the composition of its work force or its subcontractors.



## **IX. Insurance Requirements**

The company shall carry and maintain in full force and effect for the duration of this contract, and any supplement thereto, appropriate insurance. The company agrees to protect and defend, indemnify, and hold the City of Camden, PACC, and its employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including the amount of judgments, penalties, interest, court costs, and legal fees incurred by the City of Camden and PACC in defense of same, arising in favor of taxes, claims, liens, debts, personal injuries including employees of the City of Camden and PACC, death or damages to property (including property of the City of Camden, PACC, and Camden Redevelopment Agency) and without limitations by enumeration, all other claims, or demands of every character occurring and caused in whole or in part by any negligent act or omission of the company, any one directly or indirectly employed by the company or anyone for whose acts company may be liable regardless of whether or not it is caused in part by the City of Camden, Camden Redevelopment Agency, and PACC. Company will designate and provide the PACC with the identity of a person or persons in company's employ who shall be responsible for handling claims from the public efficiently and expeditiously.

Policies shall be issued by an insurance company authorized to do business in the State of New Jersey.

Insurance similar to that required by the company shall be provided by or on behalf of all subcontractors to cover its operation(s) performed under this contract, and included in all subcontracts.

Insurance certificates must be presented at the time of bid, documenting overage for the following:

- Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements with limits of One Million dollars per occurrence.
- Public Liability Insurance: Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) with limits of Two Million Dollars per occurrence.
- Comprehensive Automobile Liability Insurance covering all owned, hired and rented vehicles and equipment
- Professional liability and errors & omissions insurance of not less than One Million Dollars per claim, on a claims made basis, but not more than Two Million annual aggregate.

## **X. Acceptance of RFP**

Respondent shall include exceptions to any of the conditions outlined in this RFP. It is assumed that the Consultant has accepted the condition of this RFP, unless the exceptions are specified in the Consultant's proposal.

## **XI. No Warranty**

Respondents are required to examine the RFP, specifications, and instructions pertaining to the services requested. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, or instructions.

Respondents are responsible for implementation of all health and safety measures taken to complete the required services. PACC assumes no responsibility for the health and safety of Respondent, Respondent employees, or other associated personnel.

## **XII. Ownership of Work Product**

All work products produced by the Contractor and its members, and/or by any third party during the term of the Contract resulting from this RFQ/RFP are the sole property of the PACC. The PACC shall be the sole owner of any and all materials, equipment, and corresponding documents, as well as all hardcopy and publishable documentation resulting from the design and reports.

The PACC has the right to use, distribute or dispose of the work products without the consent of the Contractor.

This RFQ/RFP does not commit the PACC to award a contract or to procure a contractor for services. PACC reserves the right to reject all proposals, to negotiate with competing consultants, and/or make no award.

The Consultant shall be required to provide written certification that the project is in compliance with the project's design plans and specifications.

Any item in the opinion of the Consultants may have been inadvertently omitted and would be necessary for the successful completion of the project should be included in the proposal and documented.

Payment of all sub-consultants shall be the sole responsibility of the Consultant. Nothing contained herein shall create a contractual relationship between any sub-consultant and the Owner.

### **XIII. Deadline for Submission**

Proposal shall be delivered in a sealed envelope addressed to Mr. Joe Myers of Cooper's Ferry Partnership, and shall be marked on the outside, along being clearly marked "**Interim Management Consultant.**"

Proposals are due no later than Tuesday, November 15, 2011 at 11:00AM by mail or courier. The submissions must be sealed in an envelope with the title of the RFP and the respondent's name, address and telephone number clearly marked on the envelope, as well as the information specified above.

The above deadline is firm. Any submission received after the deadline will not be considered. Upon receipt of each submission, Cooper's Ferry Partnership will date stamp each envelope to evidence the receipt. **Faxed submissions will not be accepted.** All submissions become the property of the PACC and will not be returned.

### **XIV. Miscellaneous**

#### PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded by any State, County, Municipal or School District for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the Bid of said Corporation or Partnership there shall be submitted a Statement. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the Corporation or Partnership who own ten percent (10%) or greater interest herein. **FAILURE TO SUPPLY THIS INFORMATION WITH YOUR PROPOSAL WILL BE CAUSE TO REJECT THE BID.**

#### RESERVATION OF THE BOARD OF COMMISSIONERS

The Board of Commissioners will award the contract to the lowest responsible bidder, but reserves the right to reject any or all proposals and waive any immaterial informality as may be permitted by law.

#### TIME FOR MAKING AWARDS

The Parking Authority of the City of Camden shall award a contract or reject all proposals within ninety (90) days after receipt and opening of bids or such other period of time as may be specified elsewhere in the specifications.

#### PRICE QUOTATIONS

The price quoted on the respondent's fee proposal must remain firm for a period of ninety (90) days after receipt of bids or for such period of time as may be specified elsewhere in the specifications.

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TAXES

No federal, state or local taxes shall be included in any bid prices or in invoice prices

BIDDER'S CHECKLIST

As noted on Page Six (6), it is further imperative for interested parties to thoroughly read and review the Bidder's Checklist at the end of this document (including but not limited to the Exhibits attached hereto), check each box to ensure full understanding and incorporation into the final bid documents, and complete/sign any and all necessary forms as part of the Bidder's Checklist.

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**BIDDER'S CHECKLIST**

Each bidder is reminded that every proposal must be submitted in a sealed envelope with the named of the contract and bidder affixed. Each bid package must include the following documents”

1. Bidder Information Sheet \_\_\_\_\_
2. Public Disclosure Statement \_\_\_\_\_
3. Non-Collusion Affidavit \_\_\_\_\_
4. Affirmative Action Supplement \_\_\_\_\_
5. New Jersey Registration Certification \_\_\_\_\_

**IN THE EVENT THAT ANY OF THE ABOVE DOCUMENTS ARE NOT PROPERLY COMPLETED AND ENCLOSED WITH THE BID PACKAGE, SAID BID SHALL BE REJECTED.**

**EXHIBIT 1**  
**BIDDER INFORMATION STATEMENT**

All vendors or suppliers of goods or services, submitting bids according to specifications contained herein, please fill in information as required:

If bidder is incorporated give the following information:

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

State of Corporation: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Address of Principal Office:  
\_\_\_\_\_

Give name and title of office or agent in charge of said office, and with the appropriate authority, upon which notice may be legally served.

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

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

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

\_\_\_\_\_

Telephone Number \_\_\_\_\_

**BIDDERS SIGN HERE:** \_\_\_\_\_

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

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

P.L. 1977, CHAPTER 22, approved March 8, 1977

AN ACT requiring corporate “and Partnership” bidders for For State, County, Municipal or Social District contracts to submit a list of the names and addresses of all stockholders owning 10% or more of the stock of their corporate stockholders “or” in the case of a partnership, the names and addresses of those partners owning a 10% or greater interest therein.”

BE IT ENACTED by the Senate and General Assembly of the Sate of New Jersey”

1. No Corporation “or partnership” shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or of any County, Municipality or School District, or by any authority, board, or commission which exercises government functions, unless prior to the receipt of the bid (of said corporation) or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation “or partnership” who own 10% or more of its stock, of any class or of individual partners in the partnership who own 10% or greater interest therein, as the case may be. If one or more such stockholders “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 (stockholder owning 10% of the stock of the bidding corporation or 10% of the stock of a corporate stockholder owning 10% of the stock of the bidding corporation or 10% of the stock of a corporate stockholder owning 10% of the stock of the bidding corporation or their corporate stockholders are submitted) non –corporate stockholders, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.
2. THIS ACT SHALL TAKE EFFECT IMMEDIATELY

**Exhibit 2**

**THE PARKING AUTHORITY  
OF THE CITY CAMDEN  
NEW JERSEY**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement. The Statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership in the partnership who own a ten percent (10%) or greater interest therein. **FAILURES TO SUPPLY THIS INFORMATION WITH YOUR OF PROPOSAL WILL BE CAUSE TO REJECT THE BID.**

NAME	ADDRESS	PERCENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Firm \_\_\_\_\_

Is Firm a Corporation? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of State in which Incorporated \_\_\_\_\_

Is Firm a Partnership? Yes \_\_\_\_\_ No \_\_\_\_\_

**THE ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.**



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Subscribed and sworn to and before me

This    day of        20\_\_\_\_;

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public of

My Commission Expires

\_\_\_\_\_  
\_\_\_\_\_  
Address

**Exhibit 3**

**NON-COLLUSION AFFIDAVIT**

**STATE OF NEW JERSEY     )**

**ss.**

**COUNTY OF                     )**

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
In the county 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 of \_\_\_\_\_  
The bidder making the Proposal for the above named Contract, 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 knowledge that the Parking Authority relies  
upon the truth of the statement contained in this affidavit in awarding the  
contract for the said contract.

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 or contingent fee, except bond  
fide employees or bona fide established commercial or selling agencies  
maintained by \_\_\_\_\_

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(Name of Contractor)

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(Type or Print name of affidavit under Signature)

Subscribed and sworn to before me

This    day of            20    .

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Notary Public of

My Commission Expires

**Exhibit 4:**

**Affirmative Action Supplement**

In accordance with the law against discrimination of the State of New Jersey N.J.S.A. 10:2-1 et., seq., a certification regarding non discrimination in employment on public contracts is required of bidders or prospective contractors and their proposed subcontractors to the award of contracts or subcontracts.

**CERTIFICATION OF BIDDERS REGARDING NON-DISCRIMINATION**

I, \_\_\_\_\_ certify  
that:

- (a) In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract. I, nor any person acting on my behalf, shall, by reason of race, creed, color, national origin, ancestry, marital status or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates:
- (b) I, nor any persons on my behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing or any such materials, equipment, supplies, or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, martial status or sex;
- (c) I acknowledge that there may be deducted from the amount payable to the contractor by The Parking Authority of the City of Camden, under this contract, a penalty of \$50.00 for each person for each

- calendar day during which such person is discriminated against or intimidated in violation of the provision of the contract; and
- (d) That this contract may be canceled or terminated by The Parking Authority of the City of Camden, and all money due or to become due hereunder may be forfeited, for violation of this section of the contract occurring after notice to the contractor from The Parking Authority of the City of Camden of any prior violations of this section of the contract.

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Name of Contractor or Subcontractor  
(Please type or print)

---

(Signature)

---

(Title)

---

(Date)

**REQUIRED EQUAL EMPLOYMENT OPPORTUNITY  
EVIDENCE**

Procurement, Professional & Services Contracts

All respondents must submit along with their proposal one of the following:

1. A photo copy of your Federal Letter of Affirmative Action Plan Approval,

OR

2. A photo copy of your Certificate of Employee Information Report

OR

3. A completed EEO Employee Information Report AA#02

**THE AFFIRMATIVE ACTION AFFIDAVIT FOR  
VENDORS HAVING LESS THAN FIFTY (50)  
EMPLOYEES IS NO LONGER ACCEPTABLE**

## **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICES 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 or sex. Except with respect to affectional or sexual orientation, the contractor 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 with regard to their age, race, creed, color, and 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 forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, send to each labor union or representative of workers with which it has collective bargaining agreement or other contractor 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 in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10-531 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and women workers consistent with the applicable county employment goals

established in accordance with **N.J.A.C. 17:27-5.2.** or a binding determination of the applicable county 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 personal testing conforms with the principals of job-related testing, as established by applicable Federal law and applicable Federal court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoffs to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, martial status, affectional or sexual orientation or sex, consistent with statues and court.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purpose 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 Administration Code at N.J.A.C. 17:27.**

\_\_\_\_\_  
Print Name of Company/Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature