

**REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGEMENT SERVICES
FOR THE PARKING AUTHORITY OF THE CITY OF CAMDEN
AUGUST 2017**

**PART I
Instructions To Vendors**

This is a 26 page document. Please be sure to read each and every page, including, without limitation, all attachments.

Please note: the terms “firm”, “provider”, “contractor”, “proposer”, “vendor” and “respondent” may be used interchangeably throughout this document.

1.0 PURPOSE

The intent of this Request For Qualifications (“RFQ”) and resulting contract is to solicit submissions from a qualified Construction Management firm to provide Construction Management services for the Block N Parking Structure (A Parking Authority of the City of Camden (“PACC”) Project) to oversee the design and construction of a six tier parking garage, with ground level retail/office area, providing approximately 740 parking spaces.

Firms responding to this Request For Qualifications should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Despite any language contained herein to the contrary, this Request For Qualifications does not constitute a bid and is intended solely to obtain competitive proposals from which the PACC may choose a contractor(s) that best meet(s) the PACC needs. It is the PACCs intent that no statutory, regulatory, or common law bidding requirement apply to this Request For Qualification. The PACC intends to award this contract pursuant to N.J.S.A. 40A:11-5(1)(a).

Official PACC RFQ documents are available from the PACC as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied the RFQ document that may or may not be complete. The PACC is not responsible for third party supplied RFQ documents.

2.0 BACKGROUND INFORMATION

The PACC is requesting proposals from experienced and qualified firms to provide Construction Management Services for the PACCs Block N Parking Structure Project in connection with the following:

The Block N Parking Structure will be constructed in the City of Camden, NJ, identified as Block N. The garage is a 6 tier, 3-bay, single-threaded helix providing approximately 740 spaces. The ramp is located in the center bay. Additionally, a retail/office of approximately 15,500 square feet is provided on the ground level, fronting Federal Street and Broadway. Approximately 13,500 SF of retail/office area will remain as a "shell", while approximately 2,000 SF will be improved to habitable space as part of this project.

The footprint is approximately 45,000 SF +/- for 6 levels. The foundations will be on drilled piers. The ground tier will consist of a 5" thick slab-on-grade and the upper tiers will consist of precast concrete. There will be two (2) elevator/stair towers. The main tower in the southwest corner will support two (2) elevator cabs, while the secondary tower in the northeast corner will support one (1) elevator cab. The towers will be designed to maximize glazing, to promote passive security. The parking structure shall be considered open per code – not requiring mechanical ventilation or fire suppression system. Energy-efficient, LED lighting with occupancy sensors and bi-level dimming are anticipated. CCTV will be provided at entry/exits and other designated areas. Submission of construction documents to DCA is not required. The City of Camden will conduct all reviews.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR QUALIFICATIONS

4.1 SUBMISSION OF PROPOSAL

Five (5) copies of the Proposal and one (1) digital copy (PDF) on a CD or other digital media of the proposal, **INCLUSIVE OF ALL INFORMATION** required in Part II, Proposal Requirements should be provided. *Proposals must be provided by **Wednesday, September 6, 2017, 9:00 a.m.** to the:*

Parking Authority, City of Camden,
ATTN: Willie Hunter
10 Delaware Ave., Camden, NJ 08103

Proposals are scheduled to be opened on Wednesday, September 6, 2017 at 10:00 a.m.

Any proposals received after said opening whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title of the RFQ clearly marked on the outside. It is recommended that each proposal package be hand delivered. The PACC assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, telephone, or e-mail is NOT PERMITTED.

All firms are strongly encouraged to attend a ***Pre-proposal meeting*** to be held at the office of the PACC at 10 Delaware Ave., Camden, NJ 08103.

Monday, August 28, 2017 at 11:00 a.m. (for the pre-proposal)

Final selection of firm(s) shall be made by the PACC Board by formal resolution. Contract(s) for services will be provided by the PACC.

4.2 QUESTIONS REGARDING REQUEST FOR QUALIFICATIONS

Any questions regarding this Request For Qualifications must be made in writing to:

Willie Hunter, Executive Director
Parking Authority, City Of Camden,
10 Delaware Ave., Camden, NJ 08103

All questions are due no later than **Wednesday, August 30, 2017 at 10:00 a.m.** The PACC may not respond to any question posed after that date and time.

4.3 ADDENDA/REVISIONS TO REQUEST FOR QUALIFICATIONS

Addenda/revisions to this Request For Qualifications shall be provided to all firms who have received this Request For Qualifications.

4.4 ACCEPTANCE OF OFFER

The signed proposal shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon execution of a signed contract.

5.0 INSURANCE

Prior to commencing work under contract or within ten (10) days of the award of Contract, whichever is first, the successful firm(s) shall furnish the PACC with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the PACC and rated appropriately through A.M. Best. Firms must give the PACC a sixty day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request For Qualifications:

5.1 PROFESSIONAL LIABILITY

\$1,000,000.00 errors and omissions/malpractice for occurrence.

5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey;
\$500,000.00 Employer's Liability;
Broad Form All-States Endorsement.

5.3 GENERAL LIABILITY

\$1,000,000.00 per occurrence/ \$3,000,000.00 aggregate for bodily injury and property damage. The Parking Authority, City of Camden ("PACC"), and its contracted consultants shall be named as additional insured with respect to general liability.

5.4 AUTO LIABILITY

\$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

6.0 INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the PACC and their consultants, and the City of Camden and their respective officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

7.0 MISCELLANEOUS REQUIREMENTS

7.1 PACC will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request For Qualifications. Emphasis should be on completeness and clarity of content.

7.2 The contents of the proposal submitted by the successful firm(s) and this Request For Qualifications may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the PACC.

7.3 Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.

7.4 The PACC reserves the right to reject any and all proposals received by reason of this Request For Qualifications, or to negotiate separately in any manner necessary to serve the best interests of PACC. Firms whose proposals are not accepted will be notified in writing.

7.5 Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the PACC Administrator.

7.6 The selected firm(s) shall be required to comply with the requirements of P.L. 1975, c. 127 (see attached affirmative action

language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of agreement.

7.7 The selected firm(s) shall be required to complete the Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (see attached certification) prior to the commencement of services. This requirement will be addressed upon execution of agreement.

7.8 All responses to this Request For Qualifications shall be subject to the following minimum criteria:

7.8.1 The respondent shall have completed at least five (5) projects of similar size/scope within the last five (5) years.

7.9 Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually.

7.10 Contracts awarded pursuant to this Request For Qualifications may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Board of the PACC.

7.11 The selected firm(s) shall be prohibited during the term of its contract from representing any individual or entity in any matter in which an adverse party is the PACC, City of Camden, its officers, employees, consultants, departments or subdivisions of any of the aforementioned or in any matter which, in the sole discretion of the PACC, shall constitute a conflict of interest or shall have the appearance of impropriety.

7.12 All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.13, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including the PACC. It is the firm's sole responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

7.13 All Firms are further advised that effective September 1, 2004,

c. 7 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or RFQ. ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR PACC CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFQ IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR PROPOSAL. (See also Part II, Section I, herein).

7.14 APPROVAL AND CERTIFICATION OF BILLING STATEMENT: Authorization for payment of periodic billing, final payments or retainage monies requires approval and certification by formal resolution of the Board of PACC. Pursuant to P.L. 2006, c. 96, all billing amounts due under a contract with the successful bidder and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled public meeting of Board of the PACC for the month in which payment is requested. Approved and certified amounts due will be paid during the PACC subsequent payment cycle.

7.15 Regardless of any language to the contrary, the FLPA shall not be responsible for the payment of any interest or late fees.

7.16 N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS:

(a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

(b) As of November 15, 2010, all covered entities shall insert the following language in any new contract:
"(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

8.0 CRITERIA FOR EVALUATION OF PROPOSALS

The RFQ Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below:

- 8.1 Proven record of experience, including referrals, in providing the type of services detailed herein.
- 8.2 Ability to provide services in a timely manner.
- 8.3 Personnel qualifications (i.e., resumes of key personnel who will be responsible for and assigned to the work).
- 8.4 Location of office and availability of personnel.
- 8.5 Understanding of the services requested (including completeness and clarity of submission), and qualitative nature of the services proposed.
- 8.6 Cost of services (i.e. price proposal).

PART II PROPOSAL REQUIREMENTS

Vendors are requested to propose Construction Management Services for PACC – Block N Parking Structure.

FORMAT

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. MBE/WBE Tracking Information
- I. State Contractor Business Registration Program
- J. EEO/Affirmative Action Mandatory Language
- K. Schedule of Allowable/Unallowable Expenses for certain services
- L. Disclosure of Investment Activities in Iran – **this form must be signed and returned with RFQ**

*All sections are to be addressed and specifically referenced.
The following explains what we expect in each of the major sections.*

SECTION A - SCOPE OF SERVICES

The Construction Management Firm ("CMF") shall act as the Owner's representative/agent during the Pre- Construction, Construction and Post-Construction phases of the Project. In all instances the CMF shall employ its best efforts to protect the interests of the Owner and further the intended goals and purpose of the Project.

A. Pre- Construction Phase (approximately 1 month)

1. Attend bi-weekly meetings with design team and PACC personnel (in person or by tele-communication).

2. Prepare cost estimates of Design Development documents and at completion of Construction Documents phase. Meet with Architect to produce a coordinated cost estimate and evaluate opportunities for potential cost savings.

3. Prepare a preliminary construction phase project schedule to be used for the construction contractor bid phase.

4. Assist the PACC and the Architect during the construction contractor bid phase.

B. Construction Phase (approximately 10 months)

1. Full-time on site monitoring of contractors.

2. Primary contract administration duties; role and responsibility to ensure that the PACCs interests are protected and that the contract administration is handled effectively and efficiently.

3. Serve as Project's primary point of contact throughout the Construction Phase.

4. Assist the Owner in hiring and coordination with the Owner's construction testing, balancing, inspection activities, and commissioning agent.
5. Manage the scheduled bi-weekly Project Coordination Meetings with the GC and all sub-prime contractors.
6. Attend Emergency Meetings called by Owner or Architect in response to problems.
7. Provide appropriate notification to the Owner and the Architect when work is not being performed in accordance with contract drawings.
8. Provide a review and recommendation for all change orders submitted by a contractor.
9. Maintain and distribute minutes for Project and Emergency Meetings to document action items assigned and any Project decisions made.
10. Maintain on-site records of documentation, minutes, shop drawings, inspections, tests, correspondence, etc.
11. Provide a monthly report to the Owner, including an executive summary, progress report, financial report of Project, discussion on schedule, project photos, change orders and other critical issues.
12. Provide a review and recommendation on certified payment applications and release of liens submitted by sub-contractors and contractors on a monthly basis.
13. Track each contractor's compliance with Master Project Construction Schedule, participate in monthly updates.
14. Coordinate as required with contractor and design team for solutions to problems encountered during Project.
15. Act as a liaison with Owner and Sub-Code Officials and their inspection staff to verify compliance of contractor work with all applicable building codes and standards.
16. Communicate the results of all inspections conducted by officials having jurisdiction to the Owner and Architect.
17. Keep a daily activity report recording time on the job and a summary of actions and/or activities performed and/or observed while on the

Project.

18. Verify that the contractor is maintaining on-site a properly documented set of as-built drawings for incorporation into the final set of permanent drawings prepared by Architect.
19. Assist Owner with coordination of Owner provided items, equipment and installation.
20. Perform aggressive quality assurance in cooperation with the Owner, Architect and contractors as the Project progresses.
21. Provide the Owner and Architect with digital photograph documentation of the Project and/or conditions as required.
22. Prepare and review with Owner and Architect a punch list of items at Project completion.

C. Project Close-Out / Post-Construction Phase (approximately 2 months)

1. Coordinate completion of punch list items to the satisfaction of Owner and Architect including recommendations for acceptability.
2. Assist Architect in obtaining close-out documents and owner's manuals pertaining to the Project for transfer to the Owner at completion.
3. Assist Architect and Contractors to obtain Certificate of Occupancy.
4. Review and provide recommendation to Owner and Architect regarding final payments and release of retainage amounts.
5. Assist Owner and Architect as requested in evaluation and inspection of building systems involved in the Project prior to the expiration of warranties to determine acceptability.
6. Assist Owner and Architect as required in resolution of construction related problems and with required warranty repairs.

It is anticipated that the lump sum general contractor, will NOT provide a furnished office space at the construction site with access to a copier, telephone and fax with service. The CMF is to provide access to its' own copier's, computers, cameras, cell phones, travel expenses, supplies, etc. The Owner will not provide on-site office space.

All on-site staff are subject to review and acceptance by the Parking Authority, City of Camden.

SECTION B - RESUME

This section shall address areas as outlined:

1. Name and address of your firm and the corporate officer authorized to execute agreements.
2. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the PACC and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the PACC.

Minimum qualification requirements include:

- a) **Project Executive** should have at least 15 years of management experience with a minimum of 10 New Jersey public projects of a similar size and scope.
 - b) **Construction Managers** should have good communication and computer skills, at least 10 years of management experience on large public construction projects, particularly at least 3 parking structure projects of similar size/scope, and shall have a degree in Architecture, Engineering, or Construction Management.
5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.
 6. Provide a statement that your firm will comply with the insurance coverage requirement as set forth in Part I, Section 5 of this RFQ.
 7. Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may

have an impact on your firm's operations.

SECTION C – FACILITIES

This section should address areas as outlined:

Office Locations:

1. For your firm's facilities which are located closest to PACC, New Jersey, provide:

- A. The location.
- B. Firm personnel assigned to this location.
- C. The activities of the firm performed at this location.

2. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office. Firms where all activities are performed at one location should leave this paragraph blank.

SECTION D - CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the firm may have in performing these services for PACC.

SECTION E - FEES

The proposer must submit in a separate envelope, a fee proposal for providing the services outlined in this Request For Qualifications.

- Pre-Construction Phase: Provide a monthly fee inclusive of all reimbursables.
- Construction Phase: Provide a monthly fee inclusive of all reimbursables.
- Post Occupancy: Provide a single average hourly billing rate for post construction phase services as described. Also provide a "not-to-exceed" monthly post occupancy fee.

The PACC does not provide payment for or reimbursement for travel expenses.

Note: The PACC reserves the right to negotiate with any or all vendors meeting the evaluation criteria set forth herein. Negotiations will be conducted in accordance with the PACC Request For Qualification policy.

SECTION F - FORM OF CONTRACT/AMENDMENT OF CONTRACT

1. The form of contract will be supplied by the Office of PACC.
2. Contracts awarded pursuant to this Request For Qualifications may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Board of the PACC.

SECTION G - OTHER INFORMATION

This section is for any further pertinent data and information not included elsewhere in the RFQ and found necessary by your firm.

Important Note: Please complete the following section and return it along with your response to this Request For Qualifications.

SECTION H - MBE/WBE TRACKING INFORMATION

Definitions:

A **Minority Business Enterprise (MBE)** is defined in the PACC Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined in the PACC Affirmative Action Plan as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

A **Women Business Enterprise (WBE)** is defined in the PACC Affirmative Action Plan as "a business which is independently owned and

operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

___ **Minority Business Enterprise (MBE)**

___ **Women Business Enterprise (WBE)**

___ **Neither**

NAME OF FIRM: _____

ADDRESS:

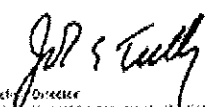
DATE: _____


SECTION I – STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM

Effective September 1, 2004, P.L. 2004, c. 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. (See attached sample Business Registration Certificate). Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or RFQ. **ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR PACC CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFQ IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR RFQ.** Questions regarding this law may be directed to the New Jersey Department of Taxation. To obtain a Business Registration

Certificate go to: www.state.nj.us/treasury/revenue

The PACC strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids or RFQ's.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107500	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM BRC(02-01)	 Act. Director	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

 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:	
200-4101-4112813533	

SAMPLES OF BUSINESS REGISTRATION CERTIFICATIONS

SECTION J

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's

website at: www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**AMERICANS WITH DISABILITIES ACT
Mandatory Language**

Equal Opportunity for Individuals with Disabilities.

The Contractor and the PACC do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 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 a part of this contract. In providing any aid, benefit, or service on behalf of the PACC pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the PACC in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the PACC, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the PACC's grievance procedure, the Contractor agrees to abide by any decision of the PACC, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the PACC or if the PACC 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 PACC 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 PACC or any of its agents, servants, and employees, the PACC shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the PACC or its representatives.

It is expressly agreed and understood that any approval by the PACC of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

SECTION K

PACC

Exhibit of Allowable and Unallowable expenses (NOT APPLICABLE)

PACC follows OMB Circular A-122 for determining allowable and unallowable costs. Certain allowable costs covered under OMB A-122 are allowable with conditions as specified below. All Costs deemed unallowable in OMB A-122 are unallowable by the PACC.

The Following is an example of allowable and unallowable costs.

Item of Costs	Allowable	Unallowable	With Conditions
Advertising	X		
Alcoholic Beverages		X	
Bad Debts		X	
Banking Fees	X		Note 1
Car Allowance		X	
Communications	X		Note 2
Donations		X	
Employee Morale	X		Note 3
Entertainment Costs		X	
Fines/Penalties		X	
Good or Services for personal use		X	
Meetings and Conferences (In House)	X		Note 4
Membership	X		Note 5
Participant Incentives	X		Note 6
Participant support costs.	X		Note 7
Staff Meals		X	
Taxes	X		Note 8
Transportation	X		
Travel	X		Note 9

Note 1 – The following banking fees are not allowable: ATM usage fees, late charges, overage fees.

Note 2 - Proper documentation must be kept to determine program usage.

Note 3 - Example of employee morale are in house publications, health clinics

and recreational activities. Costs are allowable if incurred with established practice, reasonable, equitably distributed to all activities and offset by income earned.

Note 4 – Cost associated with meeting and conferences hosted by the Sub recipient are allowable with the following condition: Costs for meals must receive pre approval as well as facility costs. Attendance to out of state conferences must have pre approval.

Note 5 – Business Memberships and subscriptions are allowable. Costs of membership in any country club, social or dining club or organization are unallowable.

Note 6 – An example of participant incentives would include gift cards or lunches/dinner for positive behavior or reaching program goals. Participant incentives are allowable if the agency has set policy and procedures identifying the reward system which must be pre-approved by the PACC. Please refer to the county's gift card policy.

Note 7 – These costs include stipends or subsistence allowances, travel allowances and registrations fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects and are allowable as direct costs with the prior approval of the awarding agency. Costs associated with participant support require proper documentation detailing the participants along with itemized receipts.

Note 8 - Taxes from which exemptions are available are unallowable for example sales tax for nonprofit organizations.

Note 9 – Local travel will be reimbursed at the agency mileage rate not to exceed the federal mileage rate. Out of state travel costs must be pre approved by the granting agency. Lodging, meals and incidental costs must not exceed the rates outlined in the Federal Per Diem guidelines.

PACC

Gift Card Policy and Procedure (NOT APPLICABLE)

1. Purchase gift cards as needed
2. Maintain a log which includes date purchased, type of gift card (store/visa), amount, bar code ID number, issued to, issued by.
3. Receipt of gift card signature form which will include – Participants name, reason for giving gift card, date received, type of gift card, amount, the bar code number, signature and print of received by and issued by.
4. Copy front/back of gift card
5. Attach copy of the gift card to the receipt

6. Originals should be maintained and copies sent with reimbursement request

SECTION L
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. **Failure to complete the certification and return it with the RFQ will render a bidder's proposal non-responsive and the RFQ will be rejected.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: _____; Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____; Contact Phone: _____

Sign Certification - next page

SECTION L - Continued
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: _____

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the PACC is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the PACC to notify the PACC in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the PACC and that the PACC at its sole option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____