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Administrative Information

All questions must be submitted via email, with the RFQ title subject heading:

“RFQ Solar Canopy Development Project”

- ❖ Questions or inquiries regarding RFQ information should be sent to jraday@pennoni.com
- ❖ All questions submitted will be answered via email on the date indicated below in the Schedule of Events Timetable.

Joseph Raday, P.E.
Engineer, The Parking Authority, City of Camden
E-mail: jraday@pennoni.com

Schedule of RFQ Events

Due Date:

Requests for Qualifications (RFQ) must be received no later than the time referenced in the Schedule of Events Timetable below. Please refer to the Submissions Requirements section of this document for details.

Schedule of Events Timetable

	Request for Proposal	
▪	Site Visit (See information below)	June 20, 2023 (PACC Office, 11:00 AM)
▪	Questions Due	June 21, 2023 (12:00 PM Noon)
▪	Answers Posted	June 22, 2023 (12:00 PM Noon)
▪	Submission Due (See information below)	June 26, 2023 (10:30 AM)

Site Visit Information	Bid Opening Information
<ul style="list-style-type: none"> ❖ Attending the Site Visit is not mandatory; however, vendors are encouraged to be present. ❖ Site Visit will be held at the PACC office located at 10 Delaware Avenue, Camden, NJ 08103. 	<ul style="list-style-type: none"> ❖ Attending the RFQ Opening is not mandatory. ❖ RFQ Opening will be held at the PACC conference room located at 10 Delaware Avenue, Camden NJ 08103.

In order to be considered for the award, all information must be received by the required date and time. Any RFQ not received on time may be rejected.

Required Procurement Documents

The documents below are Procurement documents mandated by State regulation and Parking Authority policy. All documents as listed must be included with your submission in order for your proposal to be deemed responsible for this offering.

Required Procurement Documentation & Vendor’s Checklist

Failure To Include the Below Requested Documentation Will Result in an Automatic Rejection of Vendor’s Submission		
1	Proposal Page(s)	
2	Proof of Ability to Obtain Required Insurance	
3	Acknowledgement of Receipt of Addenda (if any issued)	
4	Ownership Disclosure	
5	Disclosure of Investment Activities in Iran	
6	MacBride Principals Form	
7	Subcontractor Utilization Plan (Form is required even if no subcontractors are being utilized)	
8	Chapter 51 Contractor Certification & Disclosure of Political Contributions Public Law 2005	
9	Chapter 271 Vendor Certification & Political Contribution Disclosure Form	
10	EEO/AA Evidence Disclosure	
11	Exhibit A Mandatory EEO Language for Goods, Professional Services & General Service Projects	
12	Exhibit B Mandatory Equal Opportunity Language	
13	New Jersey Business Registration Certificate Firms should be able to generate a NJ Business Registrations. Please refrain from utilizing a dated copy.	
14	New Jersey Policy prohibiting Discrimination in the Workplace & Model procedures for Internal Complaints Alleging Discrimination in the Workplace and Acknowledgement of Receipt <ul style="list-style-type: none"> • Policy (Do not return with submission) • Model Procedures (Do not return with submission) 	
15	Non-Collusion Affidavit	
16	Taxpayer Identification Request (W-9)	

Project Overview

The Parking Authority, City of Camden (the “Parking Authority”) is soliciting requests for qualifications for developers to design, build, finance, operate, and maintain (“DBFOM”) a Solar Canopy Development Project.

I. PROJECT DESCRIPTION & OVERVIEW

- A.** The Parking Authority intends to develop a solar project in partnership with a private developer. The intention is to enter into a public-private partnership (“P3”) to design, build, finance, operate, and maintain (“DBFOM”) a solar project that will be constructed at various sites owned and operated by PACC.
- B.** The Parking Authority is issuing this RFQ to solicit responses from interested developers or development teams (“Developer” or “Developers”) to enter into a public-private partnership (“P3”) to design, build, finance, operate, and maintain (“DBFOM”) a solar project (the “Project”) as follows:

The Project will be constructed on multiple sites owned/operated by PACC. We anticipate that it will be a maximum of 10 megawatts.

- 1. This RFQ contains statements, descriptions, and analyses of the Parking Authority and other project background information. Such statements, descriptions, and analyses are for informational purposes only. The Parking Authority does not guarantee, represent, or warrant the completeness or accuracy of such information. All respondents to the RFQ should complete their own due diligence with respect to such information.

C. Project Overview

- 1. Description: The Parking Authority intends to enter into a P3 Agreement with an experienced developer to DBFOM a solar project on Camden Parking Authority owned land.
- 2. Location: The Project is located on multiple parcels of land/facilities that the Parking Authority currently owns and/or operates within the city of Camden (see attached map for locations).
- 3. Developer Responsibilities: Design, build, finance, operate, and maintain.
- 4. Parking Authority Responsibilities: The Parking Authority will retain ownership of the property and may utilize the power generated by the project to offset their electricity costs.

II. PROJECT GOALS

A. Transaction Goals

- 1. The Parking Authority is interested in exploring development and finance models to design, build, finance, operate and maintain (DBOFM) the Project within the context of a P3

Agreement. The Parking Authority maintains the following objectives in relation to the development and management of the Project:

- a. Project Financing: The Parking Authority expects the Developer to take leadership in ensuring the Project is fully financed, and that financing is secured on time, according to the Project schedule. The Parking Authority shall bear no financial obligation.
- b. Design and Construction: The Parking Authority expects the Developer to assume responsibility for managing the design team and the construction manager. However, it is critical for the Developer to include the Parking Authority in the design process and consult the Parking Authority on logistical matters throughout the construction.
- c. Operations and Maintenance: The Parking Authority expects the Developer to take leadership in the asset management decision-making process, which includes, but is not limited to, facility management, oversight and efficiency, reserve utilization, and project reinvestment.

B. Operations & Maintenance Goals

The Parking Authority expects that the Developer will be responsible for maintenance and upkeep of the Project.

III. COMPLIANCE LAWS

- A.** The vendor must comply with all local, state, and federal laws, rules, and regulations applicable to this contract and to the work to be done hereunder. Including, but not limited to:
 1. Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
 2. If awarded a contract, winning vendor will be required to comply with the requirements of N.J.S.A. 105-31 et seq. and N.J.A.C. 17:27.
 3. The Parking Authority is committed to affirmative action and equal opportunity in all areas of operation. Those submitting proposals must certify that their vendor has an updated affirmative action/equal opportunity program.
- B.** All vendors submitting proposals must not be barred or otherwise suspended from doing business with government entities as evidenced by the System for Award Management (SAM) database.
- C.** All vendors shall be able to comply with the requirements of Public Law 2005, Chapter 51, N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008).

IV. REPRESENTATIONS & WARRANTIES

In submitting a proposal for this offering, the vendor expressly warrants that:

- A.** The vendor has legal capacity to execute and perform any agreement arising from this RFQ.
- B.** Any agreement arising from the award of this RFQ is a valid and binding agreement enforceable against the vendor according to its terms.
- C.** The execution and performance of an agreement by the vendor does not, and will not, violate or conflict with the terms of any existing agreement or understanding of which the vendor is a party.
- D.** The execution and performance of an agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
- E.** The vendor knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under an agreement arising from this RFQ, in accordance with its terms, including, without limitation, those relating to health and safety.
- F.** Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
- G.** The proposer warrants and represents that the items, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

V. INDEMNITY

- A.** The awarded vendor agrees to indemnify, protect, save harmless, and defend the Parking Authority, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.
- B.** Vendor shall reimburse, and make good to the Parking Authority all monies, which the Parking Authority or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
- C.** This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

VI. VENDOR PERSONNEL

- A.** While on Parking Authority property:
 - 1. All personnel shall observe all rules and regulations in effect at the Parking Authority governing safety and personal conduct.
 - 2. Vendor employees shall be subject to control of the Parking Authority, but under no circumstances, shall such persons be deemed employees of the Parking Authority.
- B.** Vendor personnel shall not represent themselves or be considered as employees of the Parking Authority or the State of New Jersey.
- C.** CRIMINAL BACKGROUND CHECKS ARE MANDATORY for all personnel performing work with the Parking Authority. Vendors, consultants, contractors, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the community. Failure to comply with this requirement may result in immediate termination of any award or contract.
- D.** The proposer shall be solely responsible for all damage or unauthorized destruction to any Parking Authority buildings, equipment, premises, or facilities; lease, lent, or in the care, custody or control of the Parking Authority or State.
- E.** The Vendor shall remove from the Parking Authority workplace, any of its employees who are found to be unacceptable by the Parking Authority. Such requests will not be unreasonable.
- F.** At all times, vendor personnel shall be in professional attire with clear identification of the company's name, logo, and person's name.
- G.** All vendor motorized vehicles shall be identified with the company's name and/or logo in clear view.

VII. SALE OR BANKRUPTCY OF BUSINESS

- A.** If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser.
- B.** In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, the Parking Authority shall have, in addition to the rights previously stated, the right to cancel this agreement forthwith.

VIII. GENERAL

- A.** The Parking Authority may need to issue one or more addenda related to this RFQ. Such addenda shall be added to the original RFQ document.

- B.** Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the Parking Authority. Proposers shall not contact any person within the Parking Authority directly, in person, or by telephone, other than the assigned buyer, concerning this project.
- C.** If a joint venture is submitting an RFQ, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's proposal.
- D.** The vendor(s) shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of work.
- E.** The Parking Authority reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for the Parking Authority. In addition, the Parking Authority reserves the right to suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion). If terminated, the Parking Authority may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- F.** Patents: The Suppliers shall hold and save the Parking Authority, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the Parking Authority's requirements.
- G.** Any modification(s) to the RFQ documents prior to award may invalidate the entire submission.
- H.** Submission as Public Information and Property of the Parking Authority:

 - 1. The information in each submission may be subject to public disclosure pursuant to State and Federal law.
 - 2. All submissions will become the property of the Parking Authority. Submitted packages will not be returned to respondents.
 - 3. Submissions will be held confidential during the RFQ process until such time as the final contract is executed, upon such time the RFQ submittals may be subject to the Open Public Records Act for nonproprietary information.
 - 4. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.
- I.** In submitting an RFQ, the Vendor agrees, unless specifically authorized in writing by an authorized representative of the Parking Authority, on a case-by-case basis, that it shall have no right to use, and shall not use, the name of the Parking Authority, its officials or employees, or the Seal of the Parking Authority:

 - 1. In any advertising, publicity, promotion.

2. To express or imply any endorsement of agency's services.
 3. To use the name of the State, its officials or employees or the Parking Authority seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the Parking Authority.
- J.** The preparation of an RFQ shall be at the expense of the respondent. The Parking Authority will not reimburse firms for any costs associated with the preparation or submittal of a response.
- K.** By responding to this RFQ, firms acknowledge and consent to the conditions set forth herein relative to the submission, review, and consideration of your response.
- L.** Submissions which, in the sole judgment of the Parking Authority, fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.
- M.** The Parking Authority will not accept jurisdiction in any State except New Jersey.
- N.** The vendor shall be solely responsible for all damage or unauthorized destruction to any Parking Authority buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the Parking Authority or State.
- O.** The Parking Authority reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the Parking Authority to do so.
- P.** Unless specifically noted within this RFQ, the Parking Authority's Terms and Conditions take precedence over any special terms and conditions contained in this RFQ.
- Q.** This RFQ is not binding on the Parking Authority.
- R.** No party, including any respondent to this RFQ, is granted any rights hereunder.
- S.** The Parking Authority does not allow payment of attorney fees for litigation regardless of disposition of matter.
- T.** The proposal submitted by the vendor shall be binding on the vendor.
- U.** Proposers assume sole responsibility for the complete effort required in this RFQ. No special consideration shall be given after RFQs are opened because of a proposer's failure to be knowledgeable of all the requirements of this RFQ. By submitting an RFQ in response to this offering, the proposer represents that it has satisfied itself, from its own investigation, of all the requirements of this RFQ.
- V.** The Parking Authority has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Senior Director of Contracting and Procurement (Senior Director) shall provide advanced, written notice to the vendor.

- W. Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Parking Authority, City of Camden, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
- X. The Authority, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Parking Authority may thereafter direct in writing. The period of suspension shall be deemed added to the vendor's approved schedule of performance. The Senior Director and the vendor shall negotiate an equitable adjustment, if any, to the contract price.
- Y. The Parking Authority reserves the right to cancel this contract with thirty (30) days written notice to the consultant(s) with or without cause.
- Z. Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Parking Authority in writing not less than ten (10) working days before the closing date for receipt of proposals.
- AA. The vendor will be responsible for any additional costs incurred by the Parking Authority in utilizing any replacement firm because of the Vendor's failure to perform under the resulting contract.

IX. SUBMISSION REQUIREMENTS

- A. **In order to be considered, vendors must submit a complete response to this RFQ.**
- B. Submissions should be concise and shall be organized in a manner so the selection committee may quickly access pertinent information.
 - 1. Every effort should be made to avoid duplicating the information presented in the submission.
 - 2. Each team's RFQ must include an index and be organized by discrete sections corresponding to the criteria and in the same order as listed below.
 - 3. Submissions in any other format will be considered informal and may be rejected.
 - 4. Conditional submissions will not be considered.
- C. **Submission Format:**
 - 1. The following constitutes the Parking Authority's submittal requirements for the RFQ responses. The RFQ responses must follow the order provided below to facilitate the Parking Authority's evaluation process. In addition, responses should be submitted in a binder and include tabs correlating to each of the following criteria numbers below. It is critical that

responses are provided in a consistent format to ensure accuracy in the Parking Authority's review process. The requested organization and format of the submission is provided below:

- a. Cover Page
- b. Cover Letter
- c. Executive Summary
- d. Table of Contents
- e. **Proposal**
 - Tab 1: Acknowledgements
 - Tab 2: Team Profile
 - Tab 3: Relevant Experience
 - Tab 4: Resumes of Key Personnel
 - Tab 5: Required Procurement Documents

Details of the requirements for each tab are outlined below:

Tab 1: Acknowledgements:

Developers are required to submit a signature page that acknowledges the receipt, review, and understanding of all materials provided in this RFQ, including information included in exhibits and addenda. With this signature page, it will be assumed that the Developers are fully aware of all information that may impact design, program, and financial assumptions included in the RFQ submission. Failure to provide this signature page may result in non-compliance with the submission materials, this impacting the ability to review the proposal.

Tab 2: Team Profile:

Provide a description of the Developer, team structure, and overviews of participating firms. Include in the description the functional responsibilities of each team member, organizational structure of the relationship, and legal agreements between various parties. For each discipline, provide in the description key team members specific to the following roles, and resumes for those that will be involved in the Project. At a minimum, the following entities should be identified:

1. Prime development firm
2. Additional development partners, if applicable
3. Architecture/engineering firm
4. Construction manager or general contractor
5. Entities providing operations and maintenance, if not performed by the Developer
6. Equity / financing partners (pending proposed structure)

For each of these entities, provide the following information:

- a. Name of firm
- b. Primary point of contact for each firm (name, title, telephone number, and e-mail address)
- c. Key personnel to be assigned to the Project
- d. Resumes of Key personnel should be included

e. Firm Profile

- Firm history
- Organizational chart
- Service offerings
- Experience with similar projects (list name of Projects and contact information for a reference at the Institution)
- **Financial Condition** (required only for the prime development firm and the construction manager or general contractor)
 - Income statement
 - Balance sheet
 - Statement of cash flow (last three years)
 - Involvement in on-going litigation

The entities identified above are those currently being considered to participate with the Developer as subcontractors. Any additions to or changes to the subcontractors in connection with a response are subject to review and approval by the Parking Authority. If a Developer does not name other entities, then the response will be evaluated assuming that the Developer will self-perform all functions and any later decision to include other entities in any of these roles will also require review and approval of these entities prior to their use by the Developer.

The Parking Authority encourages and values the use of local- / New Jersey-based and minority- and women-owned firms as sub-contractors to complete this Project. Consideration and weight will be given to Proposers who indicate minority and women owned firms as part of their development team.

Tab 3: Relevant Experience

All Proposers shall have developed and constructed a minimum of five (5) solar projects in the last ten (10) years of the same or similar scope and size as the type contemplated herein. Any Development Partner, Construction Manager and/or Contractor shall be required to have performed a minimum of five (5) solar projects in the last ten (10) years of the same or similar scope and size as the type contemplated herein.

Provide an overview of the prime development firm's solar project portfolio, as well as that of the development partner, construction manager or general contractor, and operator.

Provide detailed profiles of four (4) to six (6) recent comparable projects, which are preferably projects developed within the past ten years. Ensure that the respondent and all team members are represented in at least one project and highlight any projects that were completed by multiple team members. For each comparable project, specify how it relates to the proposed Project at the Parking Authority as outlined in this RFQ. Examples should include the following information:

- Brief project description
- Project location and owner
- Project status (in progress or complete)
- Project scope and cost
- Original project schedule, actual completed project schedule, and reasons for variance

- Transaction, finance, and legal structure
- Operations and management structure
- Name, email address, and telephone number of primary contact with knowledge of the Project

Tab 4: Resumes of Key Personnel

Tab 5: Required Procurement Documents: All items listed on page 2 of this RFQ.

Evaluation and Selection Criteria

The Parking Authority desires to select a Developer that demonstrates excellent qualifications, experience, financial capacity, and a proven track record of executing similar projects in an expedient, efficient, and effective process that will provide the Parking Authority the greatest value.

Based on a review of all received proposals, the Parking Authority will establish a shortlist of three to five (3 - 5) Developers that it will solicit Request for Proposals from. It is anticipated that the RFP will be issued in Fall 2023.

Developers shall not contact any officials of the Parking Authority, the Selection Committee, or advisors of the Parking Authority with regard to this opportunity other than to submit emailed questions to jraday@pennoni.com

Developers are advised that unauthorized contact with officials, related parties, or advisors of the Parking Authority shall result in disqualification of a respondent from the RFQ process.

The Parking Authority may, at its sole and absolute discretion, amend or modify the terms and provisions hereof and may abandon the procurement if it determines it to be in the best interest of the Parking Authority. The Parking Authority reserves the right to reject any or all proposals, to terminate this process, and to reinstate the process in part and or in whole in the future.

Selection Committee:

The Project selection process will be facilitated by a Selection Committee, consisting of representatives from various divisions within the Parking Authority's administration. The Committee will be responsible for making final recommendations to the Parking Authority's leadership on all major decisions relating to the Project.

Evaluation Criteria:

- A. Evaluation Process Overview:** The purpose of this RFQ is to allow Developers to provide a detailed proposal in a format that allows the Parking Authority to facilitate a fair evaluation of each submission. The Parking Authority's evaluation of each RFQ response will be based upon the information provided, additional information requested by the Parking Authority, and information obtained from references and independent sources. Any information a Developer deems essential to the evaluation of the services offered, for which no provision is made in the RFQ, should be clearly stated in the response. While the Parking Authority reserves the right to request additional information or clarification from Developers at any time in the process, Developers should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear explanation of the services and benefits offered and should include information as to how all specifications will be met.

- B. Responsiveness:** Each proposal will be reviewed for (a) the responsiveness of the Developer to the requirements set forth in this RFQ and (b) conformance to the RFQ instructions regarding organization and form. Those proposals not responsive to this RFQ may be excluded from further

consideration and the Developer will be notified. The Selection Committee may also exclude from consideration any Developer whose proposal contains a material misrepresentation.

- C. Pass / Fail Review:** Following or in conjunction with evaluation of each proposal for responsiveness, the Selection Committee will evaluate each proposal based upon pass/fail criteria, deemed by inclusion of the following Required Procurement Documents.
- D. Evaluation Criteria:** The Parking Authority desires to develop a list of potential P3 Partners from which to solicit Request for Proposals, who, in its sole discretion, demonstrate the ability to serve as a high-quality partner to the Authority, advance the Parking Authority’s strategic priorities, and provide a transaction with competitive terms. Some of the key evaluation criteria shall include, but not be limited to, the following.

Project Experience:

- A.** Experience of the Developer in executing solar projects or similar public-private partnerships as referred to in this RFQ.
- B.** Experience of the subcontractors/partners/affiliates in delivering solar projects or similar public-private partnerships as referred to in this RFQ.
- C.** Experience of the Developer and subcontractors in executing public-private partnerships together; and,
- D.** Experience of the Developer and subcontractors in delivering similar solar projects in the State of New Jersey.

The selection of a Preferred Developer will be based on a points-eared matrix derived from a service evaluation, in which the Selection Committee will use to rank Developers:

Scoring Category	Points
Projects and Relevant Experience	0 - 70
Composition of Team	0 - 30

Disclaimers

The Parking Authority reserves the right to seek clarifications concerning any submission at any time, and failure to respond may be cause for rejection. Clarification is not an opportunity to change the submission. The Parking Authority will endeavor to accord all firms fair and equal treatment with respect to the RFQ process. Submissions may be deemed non-responsive for failing to submit documentation that addresses

Solar Canopy Development Project

each element of this RFQ, and any submission so deemed by the Parking Authority in its discretion will not be further considered.

Submission confers on a firm no right to a determination that it is qualified, and a determination that a firm is qualified confers no right to an award or to a subsequent agreement. This process is for the Parking Authority's benefit only and is to provide the Parking Authority with competitive information to assist in its selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Parking Authority's discretion and made to favor the Parking Authority.

Any representations or statements made within this RFQ shall not be considered a contractual obligation by the Parking Authority and the respondents shall not be entitled to rely upon them. The Selection Committee reserves the right to reject any and all submissions and to identify and select the respondents which the Committee, in its sole and absolute discretion, deems most qualified.

Respondents shall be solely and totally responsible for all costs associated with responding to this RFQ, and the Parking Authority accepts no responsibility with regard thereto. Submissions will become the property of the Parking Authority.

The Parking Authority reserves all rights available to it by law in administering this RFQ, including without limitation, the right, in its sole discretion, to:

- Reject any or all submissions at any time;
- Terminate evaluation of any or all submissions at any time;
- Suspend, discontinue and/or terminate negotiations with any respondent at any time;
- Accept and review a nonconforming submission;
- Request or obtain clarifications, revisions or additional information from any source;
- Issue addenda to and/or cancel this RFQ;
- Issue a new request for qualifications;
- Decline to financially participate in a proposed Project;
- Extend any deadline or time and waive or permit the correction of minor deficiencies or irregularities in a submission and minor or technical violations of this RFQ;
- Change the scope and the range of services from what is defined in this RFQ at any time;

Each respondent, by submitting qualifications, thereby accepts all risk of adverse public notice, damages, financial loss, criticism, or embarrassment that may result from any disclosure or publication of any material or information required or requested by the Selection Committee in connection with the submission of its Proposal. In submitting a Proposal, the respondent expressly waives, on behalf of itself, its partners, joint venture members, officers, employees and agents, any claim against any of the Parking Authority, and their respective officers and employees, for any damages that may arise therefrom.

Any and all information the Selection Committee makes available to respondents shall be as a convenience to the respondent and without representation or warranty of any kind.

By submitting a proposal, the Developer certifies that no relationship exists between the Developer and the Parking Authority that interferes with fair competition or is a conflict of interest; and no relationship exists between such Developer and another person or firm that constitutes a conflict of interest that is adverse to the Parking Authority.

Once the partnership commences, it will be required of the Selected Developers to notify the Parking Authority of any material changes in its organization, financial condition, key personnel, or legal actions that could affect the performance of the development team.

Submission Instructions

NOTE: THE PARKING AUTHORITY IS ONLY ACCEPTING ELECTRONIC SUBMISSIONS FOR THIS OFFERING. ELECTRONIC SUBMISSIONS WILL BE CONSIDERED AS ORIGINALS AND WILL BE UTILIZED AS THE OFFICIAL DOCUMENTATION FOR EVALUATION AND CONSIDERATION BY THE PARKING AUTHORITY. EVERY REASONABLE EFFORT SHOULD BE MADE SO THEY ARE COHERENT AND EASILY VIEWABLE. ALL REQUIRED DOCUMENTS PERTAINING TO THIS OFFERING MUST BE INCLUDED IN THE ELECTRONIC SUBMISSION.

In order to be considered for the award, Vendor must proceed with the following by the appropriate date and time:

- ❖ **Submission:** Submit RFQ via email to jraday@pennoni.com
 - Enter the RFQ Name and Company Name in the Subject Line (The Parking Authority server can handle up to 50MB files at a time. If the file is larger than this, please send multiple emails with, Part I, Part II, etc.)
 - **DO NOT PROVIDE LINKS OR ANY EXTERNAL LOCATIONS FOR FILES TO BE DOWNLOADED OR RETRIEVED. THE PARKING AUTHORITY WILL REJECT ANY SUBMISSIONS SENT IN THIS MANNER.**

Note: Submissions will be accepted based on the time they are received by the Parking Authority, and not the time they are submitted. This will apply for both email and delivery of a USB/CD.

ALL ELECTRONIC SUBMISSIONS, WHETHER EMAILED OR SENT ON A USB OR CD, MUST BE IN PDF FORMAT AND PERFERABLY AS A SINGLE FILE.

Respondents are cautioned that reliance on the US Postal Service, other mail delivery, and/or courier service for timely delivery of submissions, is at their risk. Mailing submissions should allow for normal mail delivery time and internal circulation within the Parking Authority to ensure the timely delivery to their Office. The Parking Authority will not be responsible for submissions which do not meet the scheduled deadline.

Evaluation and Selection Criteria:

An initial screening of all submissions will be conducted to determine overall responsiveness. Submissions determined to be incomplete or non-responsive may be disqualified. Submissions must include all information requested on the Required Procurement Documents page of this RFQ.

PROPOSAL PAGE

The undersigned firm, in response to the Parking Authority, City of Camden *RFQ Solar Canopy Development Project*, having carefully examined the RFQ documents and being familiar with the requirements therein, hereby submits the following RFQ to provide such services and materials meeting the requirements outlined in this RFQ.

Firm Information

Vendor Name	
	(Please Print Clearly)
Proposer's Signature	
Print Name & Title	
Address	
Phone	
Email	

Primary Contact for Project

Name	
Phone	
Email	

TERMS & CONDITIONS SPECIFIC TO PARKING AUTHORITY, CITY OF CAMDEN

I. REPRESENTATIONS & WARRANTIES

- A. The vendor has legal capacity to execute and perform any Agreement arising from this Project.
- B. Any Agreement arising from the award of this Project is a valid and binding Agreement, enforceable against the vendor according to its terms.
- C. The execution and performance of an Agreement by the vendor does not and will not violate or conflict with the terms of any existing Agreement or understanding of which the vendor is a party.
- D. The execution and performance of an Agreement by the vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the vendor.
- E. The vendor knows of no reason, or is any way physically, legally, or otherwise precluded from performing the obligations under an Agreement arising from this Project, in accordance with its terms; including without limitation those relating to health and safety.
- F. Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services.
- G. The proposer warrants and represents that the items, when delivered, shall meet or exceed all applicable standards as mandated by State and Federal regulation.

II. DEFAULT

In case of failure to deliver goods or services in accordance with the contract(s) terms and conditions, the Parking Authority, after due oral or written notice, may procure substitute goods or service from other sources and hold the vendor(s) responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other solution, which the Parking Authority may have.

III. SALE OR BANKRUPTCY OF BUSINESS

- A. If during the life of this Agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchaser. In this event, the new owner(s) may, in the Parking Authority discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this Agreement.
- B. In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Federal Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, the Parking Authority shall have, in addition to the rights previously stated, the right to cancel this Agreement forthwith.

IV. INDEMNIFICATION

- A. The awarded vendor agrees to indemnify, protect, save harmless, and defend the Parking Authority, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the Proposer, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Proposer, its agents or employees or servants.
- B. Vendor shall reimburse, and make good to the Parking Authority all monies, which the Parking Authority or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
- C. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

V. INSURANCE

- A. Vendor agrees to obtain and maintain, at its sole expense, the insurance coverage described below. All insurance must be placed with an insurance company licensed to conduct business in the State of New Jersey and maintaining an A.M Best Rating of "A" or better with a financial size rating of Class XI or larger. All insurance required herein shall be written on an Occurrence basis, unless otherwise noted, shall contain a waiver of subrogation in favor of the Parking Authority and the State of New Jersey, and will be in effect no later than 12:01 A.M. at the start of the day of the contract and must remain in effect for the duration of the contract, including any extensions.
- B. Vendor agrees that no insurance policy will be cancelled, reduced, or revised without thirty (30) days prior written notice to the Parking Authority. In addition, required insurance will be primary to any other insurance available and any limitations of Vendor's insurance will not relieve the Vendor of its indemnification responsibilities to the Parking Authority and the State of New Jersey per the *Indemnity* section of this project.
- C. **Insurance Required:**
 - 1. Workers' Compensation Insurance with statutory limits applicable to the laws of the State of New Jersey and any other State or Federal jurisdiction required to protect the employees of Vendor who will be engaged in the performance of work under this contract.
 - 2. Employers' Liability Protection with a limit of liability not less than one million dollars (\$1,000,000) bodily injury, each occurrence; one million dollars (\$1,000,000) disease, each employee; and one million dollars (\$1,000,000) disease, aggregate limit.
 - 3. Commercial General Liability written on a current ISO Occurrence Form or equivalent. The General Liability policy will include, but not be limited to, coverage for bodily injury (including death) and property damage arising from premises and operations liability, products and

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completed operations liability, personal injury and advertising liability, sexual abuse and molestation, contractual liability, and fire legal liability. Vendor agrees to maintain the following general liability limits of coverage: (A “per location or Project endorsement” shall be included so that the general aggregate limit applies separately to the the Parking Authority location or Project).

- a. Per Occurrence: \$1,000,000
 - b. Products/Completed Operations Aggregate: \$3,000,000
 - c. Personal and Advertising Injury: \$1,000,000
 - d. General Aggregate: \$3,000,000
4. Comprehensive Automobile Liability written on an occurrence basis covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars (\$1,000,000) per occurrence.
 5. Excess Liability, umbrella insurance, follow form, applying excess of the commercial general liability, commercial automobile liability and employer’s liability insurance in minimum amounts of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) general aggregate, and one million dollars (\$1,000,000) products/completed operations.
 6. Cyber Breach/Privacy Liability Insurance providing coverage for 1) Privacy Liability, Network Security Liability, and Regulatory Liability; 2) Payment Card Industry (PCI) Fines, Penalties, and Assessments; 3) Breach Response Costs including Data Forensics, Public Relations, and Privacy Counsel, and 4) Notification, Credit Monitoring, and Identity Theft Restoration Costs. Limits of liability will be in minimum amounts of five million dollars (\$5,000,000) If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for events that occurred prior to the termination date of the claims-made coverage and are not reported until after the termination date.
 7. Pollution Legal Liability insurance policy, if applicable to the services performed under this contract, in minimum amounts of two million dollars (\$2,000,000) per occurrence. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that occurred during, or as a result of, the provision of Vendor’s services under this contract, but are not discovered until after completion of services under this contract.
 8. Professional (Errors & Omissions) Liability insurance, if applicable, in minimum amounts of two million dollars (\$2,000,000) per claim. If this policy is written on a claims-made policy form, Vendor agrees that upon termination of the claims-made policy a retroactive reporting policy (tail policy) will be purchased to provide coverage for losses that result from the professional services provided during the term of this contract regardless of when a claim is made.
- D. The General Liability, Automobile Liability and Pollution Legal Liability policies shall each name the Parking Authority, City of Camden and the State of New Jersey as additional insureds.

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- E. Vendor shall bear all costs of all policy deductibles.
- F. Vendor may, if they so desire, include with their proposal the applicable certificates of insurance. This will expedite the contract award process for the awarded vendor.
- G. Within ten (10) days after receipt of notice of intent to award contract, and if applicable, annually thereafter until contract termination, Vendor will furnish the Parking Authority with Certificates of Insurance evidencing all required insurance.
 - 1. Certificates must evidence the Additional Insured language.
 - 2. Certificates will be submitted to the Authority.
- H. The awarded vendor shall assume all responsibility for its actions and those of anyone else working for it while engaged in or traveling to or from any activity connected with this agreement. The successful proposer agrees to defend, indemnify, and hold harmless the Parking Authority, City of Camden and its officers, agents, staff members and employees, from all actions, claims, and demands whatsoever that may be asserted by, or on behalf of anyone, against the Parking Authority, its officers, agents, staff members and employees because or as a result of, any accident, injury or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under this Project by the proposer, their employees or anyone acting on the proposer's behalf.
- I. Parking Authority, City of Camden, will not indemnify vendors in any form.

VI. PARKING AUTHORITY, CITY OF CAMDEN GENERAL

- A. Parking Authority, City of Camden may need to issue one or more addenda related to this bid. Such addenda shall be added to the original bid document. Respondents will be notified when addendum is posted. : *It will be the responsibility of the prospective vendors and other interested parties to familiarize themselves with the website and visit it regularly during the bid process for updated information or addenda related to this bid.*
- B. Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the Parking Authority. Bidders shall not contact any person within the Parking Authority directly, in person, or by telephone, other than the assigned buyer, concerning this project.
- C. If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture shall be submitted with the joint venture's submission.
- D. Any modifications to the bid document prior to award may invalidate entire submission.
- E. The awarded firm may not assign, sell, or sub-contract its obligations under the contract to any third party without prior approval in writing by the Parking Authority.
- F. The Parking Authority reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for the Parking Authority.

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- G.** The Parking Authority reserves the right to suspend or terminate the procurement process described in this bid at any time (in its sole discretion). If terminated, the Parking Authority may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- H.** Patents: The Suppliers shall hold and save the Parking Authority, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article, or applicable manufacturer or use in materials and forms of construction as will satisfy the Parking Authority's requirements.
- I.** Submission as Public Information and Property of the Parking Authority
- J.** Submissions will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Open Public Records Act for nonpropriety information. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary.
- K.** All submissions will become the property of the Parking Authority.
- L.** In submitting a bid, the Vendor agrees, unless specifically authorized in writing by an authorized representative of the Parking Authority on a case-by-case basis, that it shall have no right to use, and shall not use, the name of the Parking Authority, City of Camden, its officials or employees, or the Seal of the Parking Authority:
- M.** In any advertising, publicity, or promotion;
- N.** To express or imply any endorsement of agency's services;
- O.** To use the name of the State, its officials or employees or the Parking Authority seal in any manner (whether or not similar to uses prohibited by (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the Parking Authority.
- P.** The preparation of a bid shall be at the expense of the respondent. The Parking Authority will not reimburse firms for any costs associated with the preparation or submittal of a response.
- Q.** The Parking Authority does not allow payment of attorney fees for litigation regardless of disposition of matter.
- R.** By responding to this bid, firms acknowledge and consent to the conditions set forth herein relative to the submission, review, and consideration of your response.
- S.** Submissions which, in the sole judgment of the Parking Authority, fail to meet the requirements of the bid or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.
- T.** The Parking Authority will not accept jurisdiction in any State except New Jersey.

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- U.** The vendor shall be solely responsible for all damage or unauthorized destruction to any Parking Authority buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the Parking Authority or State.
- V.** The Parking Authority reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the Parking Authority to do so.
- W.** This bid is not binding on the Parking Authority.
- X.** Protest of restrictive specifications or improprieties in the solicitation, by an interested party, must be received by the Parking Authority in writing not less than ten (10) working days before the closing date for receipt of submissions.
- Y.** The bidder is required to carefully examine the work proposed, the specifications and any drawings for the work, and to compute the quantities of labor or material entering therein, and to determine for himself, the difficulties incidental to the prosecution of the work, and the presentation of a bid shall be considered as conclusive evidence of such examination.
- Z.** Unless specifically noted within this bid, the Parking Authority's Standard Terms and Conditions take precedence over any special terms and conditions contained in this bid.
- AA.** Bidders assume sole responsibility for the complete effort required in this bid. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this bid. By submitting a bid in response to this offering, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this bid.
- BB.** The Parking Authority has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Parking Authority shall provide advanced, written notice to the vendor.
- CC.** Upon receipt of such written notice, the vendor will submit, within five (5) working days to the Parking Authority, an itemization of the work effort already completed by task or subtasks. The vendor shall be compensated for such work effort according to the applicable portions of its cost proposal.
- DD.** The Parking Authority may, for valid reason, issue a stop order directing the vendor to suspend work under the contract for a specific time. The vendor shall be paid until the effective date of the stop order. The vendor shall resume work upon the date specified in the stop order or upon such other date as the Parking Authority may thereafter direct in writing. The period of suspension shall be deemed added to the vendor's approved schedule of performance. The Senior Director and the vendor shall negotiate an equitable adjustment, if any, to the contract price.
- EE.** The Parking Authority reserves the right to cancel this contract with thirty (30) days written notice to the vendor(s) with or without cause.
- FF.** No party, including any respondent to this bid, is granted any rights hereunder.

GG. The bid submitted by the vendor shall be binding on the vendor.

HH. The Parking Authority reserves the right to seek clarification and additional information at any point in connection with vendor information or other communication regarding this bid.

VII. PRICE & PAYMENT GENERAL

- A. Price Fluctuation During Contract:** Unless otherwise agreed to in writing by the Parking Authority, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or vendor's price decrease during the contract period, the Parking Authority shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Authority must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause.
- B. Availability of Funds:** The Parking Authority's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the Parking Authority or the State of New Jersey for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency and made available through receipt of revenue.

**TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE
BY ALL VENDORS**

The Parking Authority, City of Camden is an agency of the State of New Jersey thus requiring compliance with all State regulations. The statutes, laws, or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

Where conflict among the compliance requirements or with these specifications exists the most stringent requirements shall be utilized. The most recent edition of any relevant regulation, standard, document, or code shall be in effect.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

I. BUSINESS REGISTRATION

- A.** Pursuant to N.J.S.A. 52:32-44, the Parking Authority is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the Parking Authority.
- B.** The contractor shall maintain and submit to the Parking Authority a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Parking Authority during the course of contract performance. The contractor shall submit to the Parking Authority a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.
- C.** Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.
- D.** The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the Parking Authority. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

II. ANTI-DISCRIMINATION

- A.** All parties to any contract with the Parking Authority agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods,

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Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

- B. The vendor 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.

III. PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the Parking Authority, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is their guarantee that neither they nor any subcontractors they might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also their guarantee that they and any subcontractors they might employ to perform the work covered by this proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

IV. AMERICANS WITH DISABILITIES ACT

The vendor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101336, in accordance with 42 U.S.C. 12101, et seq.

V. MACBRIDE PRINCIPALS

The vendor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

VI. RIGHT TO AUDIT

Pursuant to N.J.A.C. 17:44-2.2, Parking Authority, City of Camden, has the authority to audit or review contract records that are 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).

VII. MAINTENANCE OF RECORDS

The vendor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the bid. Such records shall be made available to the Parking Authority and the State, including the Comptroller, for audit and review.

VIII. PAY TO PLAY PROHIBITIONS

- A.** Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:
1. Make or solicit a contribution in violation of the statute;
 2. Knowingly conceal or misrepresent a contribution given or received;
 3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
 4. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
 5. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
 6. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
 7. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
 8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

IX. POLITICAL CONTRIBUTION DISCLOSURE

The vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the vendor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or online at <http://www.elec.state.nj.us/>.

X. OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:24.2, in the event the vendor is a corporation, partnership or sole proprietorship, the vendor must disclose their ownership.

XI. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the Parking Authority pursuant to Executive Order No. 189 (1988).

- A.** No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they

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are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;

- B.** The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;
- C.** No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any Parking Authority officer or employee, State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of a Parking Authority officer or employee, State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D.** No vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee, State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E.** No vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee, State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F.** The provisions cited above shall not be construed to prohibit an Authority officer or employee, State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

XII. NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of receipt and acceptance of goods and services.

TERMS & CONDITIONS SPECIFIC TO NEW JERSEY STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

I. COMPLIANCE CODES

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

II. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

III. BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

IV. THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the Parking Authority must be labeled by the contractor in compliance with the provisions of the statute.

V. SERVICE PERFORMANCE WITHIN U.S.

- A.** Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Parking Authority shall be performed within the United States, except when the Parking Authority certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the New Jersey State Treasurer.
- B.** A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to of the Terms and Conditions provided, unless previously approved by the Parking Authority and the State Treasurer.