

CITY OF PLAINFIELD

**REQUEST FOR QUALIFICATIONS FOR
MANAGERIAL SERVICES FOR
THE BROWNFIELD DEVELOPMENT AREA**

City of Plainfield

Contract Term

January 1, 2013 through December 31, 2013

SUBMISSION DEADLINE

**JANUARY 30, 2013
11:00 AM**

ADDRESS ALL QUALIFICATIONS TO:

**PURCHASING DIVISION
CITY HALL, 515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY 07060**

ATTN: CindyLea K. Weber, RPPO, QPA

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATIONS

CITY OF PLAINFIELD
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060

CONTACT PERSON

CINDYLEA K. WEBER
PURCHASING AGENT
PURCHASING DIVISION
515 WATCHUNG AVENUE
PLAINFIELD, NJ 07060
(908) 226-2568

PURPOSE OF REQUEST

The intent of this RFQ is to qualify management consultants for work under the City's Brownfields Program. The Brownfields Program is administered by a Brownfields Advisory Committee (BAC), the membership of which includes City and County staff, stakeholder regulatory and funding agencies, the management consultant for EPA funded projects, and the management consultant(s) selected through this request for qualifications. The BAC provides direction to the City regarding the oversight of City-managed brownfields projects at various properties throughout the City. Projects are selected according to variety of factors, including the planning and redevelopment goals of the City, and the requirements of the funding agencies. The projects are funded by multiple sources, including U.S. Environmental Protection Agency (EPA) brownfields assessment and cleanup grants, and the New Jersey Hazardous Discharge Site Remediation Fund (HDSRF). Management work solicited under this RFQ is for sites included within the NJDEP designated Brownfields Development Area (BDA).

Qualification of consultants through this RFQ does not commit the City to contracting with that consultant for any work. The selected consultants, when and if awarded work, must comply with the various provisions of the funding agency or agencies involved in the project. The respondents shall demonstrate familiarity and prior experience with, at a minimum, all applicable Federal regulations such as 40 CFR Part 31 and 40 CFR Part 35 Sub Part O, reporting requirements for federal grant programs, and the NJDEP requirements associated with HDSRF. The provisions of these various regulations may be included in the terms and conditions of any contract issued pursuant to this RFQ.

The City intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City. Through the RFQ process described herein, persons and/or firms interested in

assisting the City with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedures and schedule in this RFQ. The City will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein (in the sole judgment of the City).

The City of Plainfield is issuing a separate request for qualifications for conducting environmental engineering under these grant programs in support of Plainfield's Brownfield Program. Firms may respond to both this RFQ for Environmental Management Services work as well as the Environmental Services RFQ. However, the city considers it a conflict of interest to allow the same firm to serve both roles. As a result, if the firm selected under this RFQ is on the Qualified Firms List for environmental services work, that firm will be asked to make a decision on whether to withdraw their management proposal, or withdraw their name from inclusion on the prequalified list.

PERIOD OF CONTRACT

January 1, 2013 through December 31, 2013

CONTRACT FORM

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

It is also agreed and understood that the acceptance of the final payment by Consultant shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under any Contract Awarded. The City of Plainfield and EPA have the right of termination of contract for cause.

DETAILED REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS FOR MANAGERIAL SERVICES FOR THE BROWNFIELD DEVELOPMENT AREA

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

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

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

2. NATURE/ SCOPE OF SERVICES – The City is seeking qualifications for the management of the Plainfield BDA. In 2009, The City of Plainfield (City) received Brownfield Development Area (BDA) designation for the City's Central Business District (CBD) which includes the East Third Street and Richmond Street Redevelopment Area, the North Avenue Redevelopment Area and Marino's Tract Redevelopment Area.

A concentration of commercial and industrial development along the New Jersey Transit Rail Line traverses through the center of the City trending northeast/southwest. To a lesser degree, commercial and industrial development also extends from south to north along the central transportation corridors. The BDA area coincides with the rail line, existing transit stations, the main vehicular transportation corridors and the higher density business district in the central portion or core of the City.

The intended reuse of the area is as high density mixed-use retail/service commercial and apartment land use pattern centered around the Downtown Train Station, with a transition to a medium density mixed-use and industrial pattern. Thirteen brownfield properties were identified in the BDA application. Through the New Jersey Hazardous Discharge Site Remediation Fund (HDSRF), these sites are eligible for 100% of funding required for environmental investigations, and 75% of the funding required for remediation at BDA sites.

The management consultant selected through this request for qualifications will perform the following activities:

- a) Participate in quarterly BAC meetings
- b) Work with Plainfield and BAC to prioritize and develop a strategy to address the BDA sites
- c) Work with prequalified consultants and NJDEP to develop scopes of work and cost estimates for proceeding with investigation and remediation at targeted BDA sites
- d) Develop HDSRF applications for such sites, including providing appropriate language for resolutions and assisting with the application submittals and closing requirements
- e) Provide oversight for investigation /remediation activities, including negotiating site access, negotiating scopes of work, interfacing with DEP, reviewing the reports, and approving invoices of environmental consultants and/or remediation contractors

3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL - Contractors should submit a technical proposal which contains the following:

- A. The name of the contractor, the principal place of business and, if different, the place where the services will be provided;

- B. Contractor must have a minimum of five (5) years of experience in environmental services and a minimum of two (2) years servicing the City of Plainfield or other governmental entities;
- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles and appropriate licenses;
- D. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other City governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed;
- E. A listing of applications submitted to NJ DEP and approved for municipal awards of both HDSRF grants for performance of PA, SI, RI, and RA projects as well as experience managing BDAs in New Jersey.
- F. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;
- G. An Affirmative Action Statement (copy of form attached);
- H. A completed Non-Collusion Affidavit (copy of form attached);
- I. A statement that the contractor will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract;
- J. A copy of the contractor's Business Registration Certificate.

4. **COST ANALYSIS** – Contractors should submit a cost analysis which would include any proposed retainer and hourly rates. Any reimbursable expense amounts should also be submitted such as printing, plotting, or postage. The city does not provide payment for or reimbursement for travel expenses.

5. **SUBMISSION EVALUATION** – The City will select the most advantageous submissions based on all of the evaluation factors set forth at the end of this RFQ. The City will make the award(s) that is in the best interest of the City.

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

- A. Not select any of the submissions;

- B. Select only portions of a particular contractor's qualifications for further consideration; (However, contractors may specify portions of the qualification submission that they consider "bundled".)
- C. Award a contract for the requested services at any time within the calendar year after review of the Qualifications and approval of same by the City; every submission should be valid through this time period.

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

7. USE OF INFORMATION and OWNERSHIP OF WORK PRODUCT - Any specifications, drawings, CAD files, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the contractor in connection with this RFQ shall remain the property of the City and EPA. When in tangible form, all copies of such information shall be returned to the City upon request. All work products produced by the contractor, the City of Plainfield, or by any third-party working for the contractor or the City of Plainfield resulting from this RFQ are the sole property of the City of Plainfield and EPA. The City and the EPA shall be the owners of all digital data, graphics and documents, as well as all hardcopy and publishable documentation resulting from the design and reports. The City and the EPA have the right to use, distribute, or dispose of the work products without the consent of contractor.

8. GENERAL TERMS AND CONDITIONS –

- A. The City reserves the right to reject any or all submissions, if necessary, or to waive any informalities in the submissions, and, unless otherwise specified by the contractor, to accept any item, items or services in the submissions should it be deemed in the best interest of the City to do so.
- B. In case of failure by the successful contractor, the City of Plainfield may procure the articles or services from other sources, deduct the cost of the replacement from money due to the contractor under the contract and hold the contractor responsible for any excess cost occasioned thereby.
- C. The contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability. The EPA shall be named as an additional insured on all insurance certificates.
- D. Each submission must be signed by the person authorized to do so.
- E. The contract shall be in effect through December 31, 2013, unless otherwise stated.
- F. Submissions may be hand delivered or mailed consistent with the provisions of the legal

notice to contractors. In the case of mailed submissions, the City assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by facsimile or e-mail.

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

END OF GENERAL INSTRUCTIONS

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

EVALUATION FACTORS

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned (30 POINTS)
- B. Travel time to Plainfield (5 POINTS)
- C. Knowledge of the City of Plainfield and the subject matter to be addressed under this engagement (5 POINTS)
- D. Relevance and Extent of Similar Engagements performed (15 POINTS)
- E. Reasonableness of Cost Analysis. (30 POINTS)
- F. Technical Qualifications contains all required information (15 POINTS)

City of Plainfield
REQUEST FOR QUALIFICATIONS CHECKLIST*

| Required by owner | Submission Requirement | Initial each required entry and if required submit the item |
|----------------------|--|--|
| | Stockholder Disclosure Certification | |
| • | Pay to Play | |
| • | Non-Collusion Affidavit | |
| | Bid Proposal Form | |
| • | References | |
| | Status of Present Contracts | |
| | Receipt Of Addendum | |
| | Equipment Certification | |
| | Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond) | |
| | Public Works Contractor Certificate | |
| | Consent of Surety (with Power of Attorney for full amount of Bid Price) | |
| • | Mandatory Affirmative Action Language | |
| | Prevailing Wage | |
| | Americans with Disabilities Act of 1990 Language | |
| • | Proof of Business Registration (before Award of Bid) | |
| • | Letter of Intent | |
| • | Letter of Qualification | |

| | | |
|---|-------------------------|--|
| • | Debarment Certification | |
|---|-------------------------|--|

This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

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

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

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

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

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

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

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

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

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

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

applicable Federal court decisions.

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

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

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

**APPENDIX A
LETTER OF QUALIFICATION**

*(Note: To be typed on Respondent's Letterhead.
No modifications may be made to this letter)*

[insert date]

City of Plainfield
Attention: CindyLea K. Weber, Purchasing Agent
515 Watchung Avenue
Plainfield, New Jersey 07061

Dear CindyLea Weber

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Plainfield ("City"), returnable January 30, 2013 in connection with the City's need for Management Services Brownfield Development Area.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the space provided below. If a joint venture, the appropriate officers of each company shall sign).

(Signature of Chief Executive Officer)

Signature of Chief Financial Officer)

(Typed Name and Title)

(Typed Name and Title)

(Type Name of Firm)*

(Type Name of Firm)*

Dated: _____

Dated: _____

*If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.

**APPENDIX B
LETTER OF INTENT**

*(Note: To be typed on Respondent's Letterhead.
No modifications may be made to this letter)*

[insert date]

City of Plainfield
Attention: CindyLea K. Weber, Purchasing Agent
515 Watchung Avenue
Plainfield, New Jersey 07061

Dear Ms. Weber

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Plainfield ("City"), returnable January 30, 2013 in connection with the City's need for Management Services Brownfield Development Area.

(Name of Respondent) hereby states:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or

terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of Management Services Brownfield Development Area must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below.
If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)*

Dated:_____

*If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Intent.

POLITICAL CONTRIBUTION DISCLOSURE SECTION

(The following section must be completed)



I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution of money, or pledge of contribution, including in kind to:

1. A campaign committee of a City candidate or holder of public office in excess of \$300, each;
2. Any Municipal party committee in excess of \$300 or County party committee in excess of \$500;
3. Any political action committee (PAC) that regularly engages in the support of municipal or county elections and/or municipal or county parties, in excess of \$500;
4. Any group of individuals (principals, partners, and officers) that are defined as the professional business entity, including an individual's spouse and any child living at home, may not in the aggregate contribute in excess of \$2,500 to all Plainfield municipal candidates and office holders, and all Municipal or County political parties and PAC's, as described above;

Pursuant to the Municipal Code of the City of Plainfield, Chapter 2, Article 10, Section 19(a), in the one (1) year period preceding the award of the contract that would, affect its eligibility to perform this contract, nor will it make a contribution of money, or pledge of contribution, including in kind, during the term of the contract to any campaign committee of a City of Plainfield candidate or holder of public office, political party committee in the City of Plainfield and/or County of Union, and any political action committee (PAC) that regularly engages in the support of municipal and/or county elections and/or municipal or county parties.

OR

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

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| | | | \$ |
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OWNER DISCLOSURE
This Statement *MUST BE INCLUDED* with RFQ Submissions

OWNER DISCLOSURE SECTION

Name of Business _____

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

OR

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

OR

I certify that there are no stockholders

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Other (describe) _____

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 20 .

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

EXHIBIT A

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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.

**APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 *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 owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 the Agreement or otherwise at law.

EXHIBIT A

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.