

**REQUEST FOR DESIGN PROPOSALS FOR ELIJAH PERRY PARK IMPROVEMENTS FOR  
CAMDEN COMMUNITY PARTNERSHIP (“CCP”)**

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**PART I  
Instructions To Vendors**

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

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

**1.0 PURPOSE**

The intent of this Request for Proposals and resulting contract is to obtain professional design and engineering proposals for park and recreational improvement services for CCP. This Project (as further defined herein) aims to build and enhance one neighborhood public space in the Centerville neighborhood in Camden City, at 1820-1868 Phillips St.

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

**Despite any language contained herein to the contrary, this Request for Proposals does not constitute a bid and is intended solely to obtain competitive proposals from which CCP may choose a DESIGN FIRM that best meets CCP’s needs. It is CCP’s intent that no statutory, regulatory, or common law bidding requirement applies to this Request for Proposals.**

**Official CCP RFP documents are available from CCP as described herein at no cost to the respondent. Potential respondents shall familiarize themselves with the enclosed instructions, specifications and related documents, and are cautioned that they are proposing at their own risk if a third party supplied the RFP document that may or may not be complete or accurate. CCP is not responsible for third-party-supplied RFP documents.**

**2.0 BACKGROUND INFORMATION**

CCP is a private nonprofit organization with a mission to help facilitate the revitalization of Camden City. Working together with the public and private sector partners, CCP serves as the catalyst for the growth and preservation of a vibrant Camden. Our shared vision is to

facilitate Camden as an equitable, thriving city, with high-quality opportunities where individuals, families, and businesses can grow and succeed together.

Over the past few years, CCP has worked with the City and County to help invest millions in grant funds into the city’s public spaces, parks, and trails. This collaboration has resulted in dozens of public parks being upgraded and expanded in every neighborhood of Camden City.

In 2024, CCP was awarded a state grant (the “Green Acres Grant”) from the NJ Department of Environmental Protection (“NJDEP”), under its Green Acres Program. As part of this program, CCP has been tasked to assemble a professional engineering team to help design a restroom facility with a concession stand at Elijah Perry Park in the Centerville Neighborhood. The local community organization and leaders have identified these amenities as a necessity for the park improvement, including but not limited to the following (collectively, and together with any other improvements determined to be required and set forth in a definitive contract with the successful firm(s), the “Project”):

- A new restroom facility that is ADA-compliant, along with a concession stand.
- Tree Installation throughout out park
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The successful firm(s) will be tasked with undertaking all of the necessary surveying, environmental, site civil, and design plans (concept, preliminary, and final), permitting, estimating, construction management, and bidding for this Project.

### **3.0 COMPLIANCE WITH LAWS**

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

### **4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS**

#### **4.1 SUBMISSION OF PROPOSALS**

Three (3) physical copies of the Proposal and one (1) digital copy (PDF) on a CD or other digital media, **INCLUSIVE OF ALL INFORMATION** required in Part II, Proposal Requirements, must be delivered to Camden Community Partnership, 2 Aquarium Drive, Suite 310, Camden, NJ 08103. **Proposals are scheduled to be opened on Thursday, April 18, 2026, at 12:00 p.m. Any proposals received after said opening whether by mail or otherwise, will be returned unopened.** Proposals should be provided in a sealed envelope with the title of the RFP clearly marked on the outside. Hand-delivered proposals, must be delivered to CCP offices at 2 Aquarium Drive, Suite 310, Camden, NJ 08103 during business hours between of 9am and 4pm EST

Monday through Friday (excluding any federal or state holidays falling on any such day).

CCP assumes no responsibility for delays in any form by any carrier, mail, or delivery service causing any proposal to be received after the above-referenced due date and time. Submission by fax, telephone, or e-mail is NOT PERMITTED.

Final selection of firm(s) shall be made by the CCP Board of Directors with the recommendation of CCP's staff managing this Request for Proposals (the "RFP Committee"). The form of contract for services to be rendered and including the full scope of work in connection with the Project (the "Contract") will be provided by CCP staff and/or counsel, after CCP Board approval.

#### **4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS**

Any questions regarding this Request For Proposals must be made in writing to Brian Fisher, CCP Project Manager, via email at: bfisher@camdencpinc.com.

**All questions must be sent by email no later than March 16<sup>th</sup>, at 12:00 p.m. Questions received after this date and time will not be addressed. Responses will be provided by March 23<sup>rd</sup>.**

#### **4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS**

Addenda/revisions to this Request for Proposals, if any, shall be provided to all firms that have received this Request for Proposals.

#### **4.4 ACCEPTANCE OF OFFER**

A signed proposal delivered to CCP in response to this Request for Proposals shall be considered an offer on the part of the offeror. Such offer shall be deemed accepted by only upon execution of a definitive Contract.

#### **5.0 INSURANCE**

Prior to commencing work under a fully executed definitive Contract, the successful firm(s) shall furnish CCP with one or more certificates of insurance evidencing the insurance coverage(s) required herein. All required coverage(s) must be provided by a reputable carrier approved by CCP and bearing a rating acceptable to CCP. Firms must give CCP not less than a thirty-day notice of cancellation, non-renewal, or change in insurance coverage. In addition to CCP, the following entities must be listed as additional insured: Camden City, Camden County, Camden County Parks Department, and the NJDEP.

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the Contract resulting from this Request for Proposals and provide proof of same by supplying one or more certificates of insurance naming CCP as additional insured with the signed Contract. The notice to proceed and/or purchase order will not be issued by CCP until the required certificate(s) of insurance are provided with the signed Contract.

**5.1 PROFESSIONAL LIABILITY**

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

**5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

Statutory coverage for New Jersey; \$500,000.00 Employer's Liability.

**5.3 GENERAL LIABILITY**

\$1,000,000.00 per occurrence/ \$3,000,000.00 aggregate for bodily injury and property damage.

**5.4 AUTO LIABILITY**

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

**6.0 INDEMNIFICATION**

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless CCP and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under the Contract. Indemnification should also include Camden City, Camden County, Camden County Parks Department, and NJDEP. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement, and shall survive the expiration or termination of the Contract.

**7.0 MISCELLANEOUS REQUIREMENTS**

**7.1** CCP will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise

description of the firm's capabilities to satisfy the requirements of this Request for Proposals. Emphasis should be on completeness and clarity of content.

**7.2** The contents of the proposal submitted by the successful firm(s) and this Request for Proposals may become part of the ultimate Contract for these services. The successful firm(s) will be expected to execute said Contract with CCP.

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

**7.4** CCP reserves the right to reject all proposals received in accordance with New Jersey law.

**7.5** Any selected firm(s) are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior written consent of CCP, in its sole and absolute discretion.

**7.6** The selected firm(s) shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (affirmative action language attached) and submit an employee information report or certificate of employee information report for approval. This requirement will be addressed upon execution of the Contract.

**7.7** All responses to this Request for Proposals shall be subject to public scrutiny in accordance with New Jersey statutes, rules, and regulations.

**7.8** Any Contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually. All respondents and any successful firm(s) acknowledge and understand that funding for the Project has been awarded via the NJDEP Green Acres Grant, and agrees that payment for the Project work performed under the Contract entered into by the successful firm is contingent upon CCP's actual receipt of funds from the Green Acres Grant (the "Grant Funds"). The selected contractor shall only be entitled to payment for its services if, and to the extent that, CCP receives such Grant Funds. The selected contractor expressly assumes the risk of nonpayment or delayed payment due to circumstances beyond CCP's control, including if any awarded Grant Funds are not paid (or the payment of which is delayed) to CCP as a result of, without limitation, (a) cancellation or modification of Green Acres Grant in whole or in part by any grantor, (b) delay in payment of any Grant Funds to CCP or as it directs in connection with the Project, (c) legislative changes, action or inaction that results in the underfunding or non-funding of awarded Green Acres Grant or otherwise affects the availability or disbursement of Grant Funds, (d) delay in or non-funding of awarded Green Acres Grant in whole or in part caused by CCP's inability to comply with grant terms as a result of a breach

by the selected contractor or any subcontractor of the terms of this Request for Proposals and/or the definitive executed Contract or any other agreement relating to the Project, or (e) any force majeure events such as such as natural disasters, or “acts of god” or other unforeseen events impacting the disbursement of Grant Funds beyond the control of either party. CCP shall promptly notify the selected contractor of any issues affecting the receipt of Grant Funds of which CCP has received actual written notice, including delays or potential cancellations, but such notification shall not obligate CCP to resolve such issues or provide alternative funding. By executing and providing a proposal in response to this Request for Proposals and/or executing and entering into a definitive Contract for the Project Work, the successful firm or contractor(s) acknowledges that it has conducted its own due diligence regarding the Grant Funds and accepts the terms of this payment contingency clause as a condition of its engagement.

**7.9** Contracts awarded pursuant to this Request for Proposals may be amended to provide for additional work within the scope of activities of the original Contract, the need for which may arise or become apparent after the original contract award, and not for the purpose of undertaking new or different work or projects. Any Contract amendment for such additional work must be approved in writing by CCP staff.

**7.10** The selected firm(s) shall be prohibited during the term of its contract from representing any individual or entity in any matter in which an adverse party is CCP, Camden City, Camden County, and/or NJDEP Green Acres or any officers, employees, departments or subdivisions of any of the aforementioned or in any matter which, in the sole discretion of CCP, shall constitute a conflict of interest or shall have the appearance of impropriety.

**7.11** Pursuant to N.J.S.A. 19:44A-20.27, it is the vendor’s responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission (“ELEC”) if, during the calendar year, they receive a contract(s) exceeding \$50,000 from public entities, including Camden City, Camden County, and/or NJEDA. It is the firm’s responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

**7.12** All respondents shall comply with the State Contractor Business Registration requirement (“BRC”). Respondents may file a BRC with the County prior to award of contracts if not filed with the RFP. EACH RESPONDENT (AND ITS SUBCONTRACTORS) COMPETING FOR CCP CONTRACTS MUST PROVIDE A COPY OF ITS BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE CONTRACT IN CONNECTION WITH THIS RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR PROPOSAL (See also Part II, Section I, herein).

**7.13 APPROVAL AND CERTIFICATION OF BILLING STATEMENT:** Authorization for payment of periodic billing, final payments or retainage monies requires approval and processing of NJDEP Green Acres staff.

Pursuant to N.J.S.A. 40A:11-19.1, unless otherwise provided for in the Contract (and subject to the terms of Section 7.8 of this Request for Proposals to the fullest extent enforceable under applicable law), the required payment date shall be 60 calendar days from the receipt of a properly executed invoice, or 60 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered. Interest on amounts due shall be paid for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. Interest shall be paid at the rate specified by the State Treasurer for State late payments.

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

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

(b) Vendors shall maintain all documentation related to products, transactions or services related to this RFP and under the Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**7.15 AMERICAN GOODS AND PRODUCTS TO BE USED WHERE AVAILABLE**

Where applicable, pursuant to N.J.S.A. 40A:11-18, only manufactured and farm products of the United States, wherever available, shall be used in the execution of the work or supply of goods as specified herein.

**8.0 CRITERIA FOR EVALUATION OF PROPOSALS**

The RFP Committee will independently evaluate each submission, and selection will be made and recommended to the CCP Board upon the basis of appropriate criteria for the Project, including the criteria listed below:

**8.1** Proven record of urban park design experience, including referrals, in providing the type of services detailed herein.

**8.2** Ability to provide services in a timely manner.

**8.3** Personnel qualifications (i.e., resumes of key personnel who will be responsible for and assigned to the work).

- 8.4 Location of office and availability of personnel.
- 8.5 Understanding of the services requested (including completeness and clarity of submission), and qualitative nature of the services proposed.
- 8.6 Cost of services (i.e. price proposal).

## 9.0 TERM & TERMINATION

The term of the agreement shall begin after the interview is conducted, and CCP's board approves.

CCP may terminate the Contract for any reason upon thirty (30) days' written notice to the selected firm. In this event, CCP shall only be responsible for payment up to the effective date of termination.

## PART II **PROPOSAL REQUIREMENTS**

Vendors are requested to propose Engineering and Design Services for Elijah Perry Park in the Centerville, within Camden City.

### **FORMAT**

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

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. MBE/WBE Tracking Information
- I. State Contractor Business Registration Program
- J. Disclosure of Investment Activities in Iran and Certification of non-involvement in prohibited activities in Russia or Belarus - **must complete, sign, and return both forms prior to award of Contract**
- K. Statement of Ownership Disclosure
- L. Acknowledgement of Receipt of Addenda

All sections are to be addressed and specifically referenced.  
The following explains what CCP expects in each major section.

## **SECTION A - SCOPE OF SERVICES**

The engineering consultant will be tasked to undertake all of the necessary surveying, environmental, site civil and design plans (concept, preliminary, and final), permitting, estimating, and bidding for this park Project. Construction management is not included in this RFP. The selected firm will be responsible for the following tasks:

### **1. Site Survey and Analysis:**

- Perform field survey. The field survey will collect and update existing data (including sidewalks, curbs, buildings, and all potential objects/structures, i.e., benches, poles, cabinet boxes, trees, etc.) that could impact design, including ADA compliance. The survey must also include underground utility inverts. Survey shall include all available ROW evidence, such as deeds and field maps, as well as embankment topography and top of water elevations.
  1. ROW survey with deed mosaic, as necessary.
  2. For all parcels, show the block, lot, street address, and the name of the current owner.

### **2. Environmental:**

- Conduct a preliminary assessment or phase one environmental report
- Determine all required permitting and approvals (e.g. wetlands, stream encroachment, stormwater management, etc).
- Prepare all necessary plans, notifications and documentation, applications (includes communication and meeting attendance with NJDEP, SHPO, Army Corps of Engineers (or other agencies).
- Submit permit applications and on behalf of CCP (with permit fees), coordinate relevant review meetings, and see the permitting process through to approval. CCP will reimburse the Consultant for permit fees.

### **3. Utility Coordination**

- Develop, Review and Update existing Utility Base Plans based on updated survey.
- Identify overhead and underground utility conflicts and confirm utility locations by means of subsurface utility investigations by appropriate geophysical methods (SUI Level B).
- Perform test pits, test holes as needed.
- Prepare Utilities Base Plans
  1. Develop utility base plans from the field survey data to show the existing surface and subsurface utility facilities.
  2. Send Utility Verification Request Letter: The anticipated utility

companies with facilities within the Project limits include:

- a. City of Camden (water & sewer)
  - b. PSE&G (gas & electric)
  - c. Verizon (telephone)
3. Conduct Utility Risk Analysis
    1. Compile all the responses obtained from utility companies and update the base maps to reflect the existing utility locations. Identify potential utility conflicts between existing utility facilities and the proposed design.
  4. Develop a preliminary Utility Risk Assessment Plan.
    1. Primary Tasks:
      - a. Compile all responses from utility verification letters
      - b. Update base mapping with the existing utility locations
      - c. Identify potential conflicts
      - d. Develop Utility Risk Assessment Plan and incorporate utility design into the Contract design plans.

#### 4. Design Services

- **Conceptual Design:**

1. Develop conceptual design options for the restroom, concession stand, and site-specific parcels as noted above.
2. Incorporate feedback from stakeholders and the community.
3. Work with CCP and neighborhood groups for local improvements.
4. Develop one (1) colored rendering of proposed park improvements.
5. Before proceeding to the preliminary design phase, the consultant will be required to provide an initial cost estimate, to ensure the Project fits within construction budget.

- **Detailed Design and Documentation (both preliminary and final):**

##### **PRELIMINARY DESIGN**

- Develop Preliminary Roadway Plans and quantities to show the proposed improvements. The following plans shall be provided:
  1. Key Sheet
  2. Estimate and Distribution of Quantities
  3. General Notes and Legend
  4. Typical Sections
  5. Construction Plans; 1" = 20'
  6. Profiles; horizontal 1" = 50'/vertical 1" = 5'
  7. Cross Sections
  8. Construction Details

##### **FINAL DESIGN**

1. Prepare construction plans showing geometry, ties, profiles,

sections, signing, striping, drainage, guiderail, lighting, and all other details, as required to construct the proposed improvements.

2. Prepare plans for construction of sidewalks, curb extensions, curb ramps, pedestrian crossings and driveways, if needed.
3. Prepare traffic control and construction staging plans in accordance with the MUTCD.
4. Prepare construction schedules.
5. Prepare construction specifications.
6. Prepare construction cost estimates and provide calculations for all contract quantities. Use standard NJDOT items, when possible, obtain permission from CCP for use of specialty items. Avoid lumping standard construction work into single line items (such as pavement removal or excavation under site clearing).
7. Prepare design exception report.
8. Prepare documentation of ADA ramp compliance and/or technical infeasible forms.
9. Prepare and submit soil erosion permits.
10. At a minimum, final submission plans shall include the following:
  1. Key sheet
  2. Typical sections
  3. Estimate of Quantities
  4. Plan Sheet Layout
  5. Construction Plans
11. Before proceeding to the final design phase, consultant will be required to provide an initial cost estimate to ensure the Project fits within construction budget.

## **5. Bidding**

- Develop Construction Specifications and plans to be advertised.
  1. Provide Final PS&E documents for bidding. Consultant shall provide
    - Two (2) full size sets of printed plans and specifications for bidding
    - Digital files of plans and specifications for bidding in Adobe format
    - Two reduced size sets of final plans with two printed specifications for use by County staff
    - One Compact Disk (CD) with all related documents in Adobe format
    - One Engineer's estimate in Excel format
    - Two signed and sealed Engineer's Design certifications
    - One signed and sealed Engineer's Estimate

- CCP staff will review and approve the final plans and specifications before the design consultant publicly advertises.
- Provide design support services during the construction bidding phase, including review of bid prices; providing support to the Project Sponsor on design-related questions; assisting in answering inquiries during the advertisement period and attending Pre-Bid and Pre-Construction Conferences; and preparing minutes of the Pre-Bid and Pre-Construction Conferences. Minutes of the Pre-Bid and Pre-Construction Conferences shall be distributed by the County. Consultant shall prepare any written clarification and/or issue formal addendum including revisions to drawings/specifications.
- Provide construction support services during construction, including:
  1. Attend and host the construction bid opening.
  2. Review all submissions and make a recommendation to the CCP staff, in writing, for the low bid award.

#### **6. Permitting**

- Prepare permit applications and pay any applicable fees for any and all design approvals, including but not limited to city and county planning board, city and county department approvals, and any other relevant public agency or agencies (county soil conservation, Camden County Municipal Utility Authority, NJ Department of Environmental Protection).
- Design consultant is responsible for obtaining any and all approvals in writing before proceeding to the bidding phase (original copies should be delivered to CCP staff).

#### **7. Community Engagement:**

- Allocate attendance and participation at two community meetings (meetings will be scheduled and hosted by CCP staff)
- Design team will be responsible for preparing presentation materials for these two community meetings.

#### **8. Construction Management & Inspection:**

- Consultation and advice to the Client during construction.
- Prepare daily construction reports summarizing construction activities, and providing the Client a monthly progress report.
- Preparation and/or provision of construction sketches and related field engineering services, required for resolution of actual field conditions encountered and/or proper completion of the work.
- Detailed reviewing, tracking and processing of construction drawings, shop and erection drawings submitted by contractors for compliance with contract design and working drawings and specification.
- Observing and coordinating initial and daily operation of the project and of quality assurance/performance tests required by specifications.

- Making a final inspection, preparation of final punch list, closeout and reporting on the completed project.
- Review contractor's pay request, and make recommendations to CCP and perform the following:
  1. Payment Voucher along with backup documentation to substantiate all project costs (two copies of backup documentation must be submitted)
  2. Engineer's Certification – Project Completion
  3. List of all as-built quantities
  4. Contractors Compliance With Davis-Bacon
  5. Certifying Partial and Final Payments
- Providing additional copies of reports, contract drawings, specifications and documents if needed to the contractor at no additional cost to CCP.
- Providing record drawings of the completed project and incorporating red-lined documents from the contractor.
- Negotiating any utility relocation that arises with the various utility companies on behalf of CCP and the City.
- Assistance to the Client as expert witness in litigation or arbitration arising from the construction of the project and in hearings before various approving and regulatory agencies.
- Submit two (2) bound hardcopies and one (1) electronic copy of the project file to CCP including but not limited to, daily inspection reports, test results, as-built plans, Contractor RFI and response, material ticket/receipts, warranties, etc.

## **SECTION B – RESUMÉ**

This section shall address areas as outlined:

1. Name and address of your firm and the corporate officer authorized to execute agreements.
2. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.

3. Describe in general your firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing CCP and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service CCP.
5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address, email address and telephone number of the contact person.
6. Provide a statement that your firm will comply with the insurance coverage requirements as set forth in Part I, Section 5 of this RFP.
7. Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

### **SECTION C - FACILITIES**

This section should address areas as outlined:

#### **1. OFFICE LOCATIONS**

- a. For your firm's facilities which are located closest to Camden County, New Jersey, provide:
  1. The location.
  2. Firm personnel assigned to this location.
  3. The activities of the firm performed at this location.
- b. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office. Firms where all activities are performed at one location should leave this paragraph blank.

### **SECTION D - CONFLICT OF INTEREST**

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

### **SECTION E – FEES**

The respondent shall submit a fee schedule showing the hours proposed by personnel classification for each TASK listed in SECTION A - Scope of Services:

1. The proposed man-hours per personnel classification chosen for Project per task
2. The proposed direct hourly rate per personnel classification chosen
3. Profit shown as a separate line
4. Overhead shown as a separate line
5. Any fees for non-hourly costs or services which are proposed to be charged to CCP as a separate line. Non hourly costs should be explained and a separate backup chart provided for non-hourly costs.

**Note: CCP reserves the right to reduce the scope to meet the project budget and negotiate fees with any or all vendors meeting the evaluation criteria set forth herein. Negotiations will be conducted in accordance with the CCP's Request for Proposals policy.**

Compensation for design services will not include telephone calls, postage, office equipment usage or rental, copy fees, printing fees, fax, transportation, and mileage traveled to CCP, mileage traveled to the project job site, or similar items considered in overhead. No separate or additional payment shall be made for overhead and profit, or any other related fee, except those specifically submitted with the consultant's response.

Professional invoices submitted to CCP shall provide backup to the professional invoice and MUST contain the following items as a MINIMUM:

1. Unique Invoice Number
2. Project name, location/municipality.
3. Employee personnel category, employee name, week worked, hours worked, and billing rate per proposal.
4. Total amount billed on the invoice being submitted.
5. Total amount billed to date.
6. Amount of the purchase order/contract.
7. Amount remaining to be billed on the Contract value.

## **SECTION F - FORM OF CONTRACT/AMENDMENT OF CONTRACT**

CCP will supply the form of contract, which will incorporate the relevant terms and conditions of this Request for Proposals and its attachments, and the successful proposer's proposal, fees, and costs. The proposer may not vary the material terms of this document or include its own version of the Contract with its proposal.

Contracts awarded pursuant to this Request for Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original

contract award. Any contract amendment for closely related services must be approved by resolution of the CCP Board.

**SECTION G - OTHER INFORMATION**

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

VENDORS ARE REQUIRED TO USE CCP'S FORMS AND SHALL NOT RECREATE IN ANY WAY THE FORMS PROVIDED WITH OR IN CONNECTION WITH THIS RFP. FAILURE TO USE CCP FORMS OR ADDING TO, AMENDING, ALTERING, OR REVISING CCP FORMS, INCLUDING, BUT NOT LIMITED TO, CONVERTING CCP PDF TO A WORD DOCUMENT, WITHOUT CCP'S EXPRESS CONSENT IN ITS SOLE DISCRETION, SHALL BE CAUSE FOR REJECTION OF VENDOR'S PROPOSAL

**SECTION H - MBE/WBE TRACKING INFORMATION**

Definitions:

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

A **Women Business Enterprise (WBE)** is defined as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

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

\_\_\_ **Minority Business Enterprise (MBE)**

\_\_\_ **Women Business Enterprise (WBE)**

\_\_\_ **Neither**

**NAME OF FIRM:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**SECTION I – STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM**

Pursuant to N.J.S.A. 52:32-44, CCP is prohibited from entering a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During contract performance:

(1)The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.

(2)The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

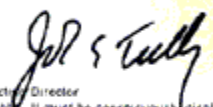
(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, 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 proof of business registration not properly provided under a contract with a contracting agency.

**CCP strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids or RFP's.**

**SAMPLES OF BUSINESS REGISTRATION CERTIFICATIONS**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	 <small>Acting Director</small>
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

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

**GOODS, PROFESSIONAL SERVICE, AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1.1 et seq.**

# AMERICANS WITH DISABILITIES ACT

## Mandatory Language

### Equal Opportunity for Individuals with Disabilities.

The Contractor and CCP do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination based on 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 CCP pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. If 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 CCP in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless CCP, its agents, servants, and employees from and against 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 all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In all complaints brought pursuant to CCP's grievance procedure, the Contractor agrees to abide by any decision of CCP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against CCP or if CCP 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.

CCP 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 CCP or any of its agents, servants, and employees, CCP shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by CCP or its representatives.

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

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

**SECTION J Disclosure of Investment Activities in Iran**

<b>Person or Entity:</b>	
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**Part 1: Certification**

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the N.J. Division of Purchase and Property website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If a person or entity is found to be in potential violation of law, the matter shall be referred to the State Attorney General who shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX:**

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

**OR**

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

**Part 2 – Additional Information**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

**Section K Statement of Ownership Disclosure**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I** Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership         Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that Camden Community Partnership is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Camden Community Partnership to notify the organization in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with

the, permitting Camden Community Partnership to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):			
Signature:			

**Section L Acknowledgement of Receipt of Addenda  
Camden Community Partnership**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

Date: \_\_\_\_\_

**Part 3: Certification**

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

Full Name (Print):		Title:	
Signature:		Date:	

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with CCP for the provision of goods or services, or the purchase of bonds or other obligations, or be designated as a redeveloper, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If CCP finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

**(Circle the Appropriate Letter)**

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus. **OR**

B. That I am unable to certify as to “A” above because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus. **OR**

C. That I am unable to certify as to “A” above because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license, or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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Attach Additional Sheets If Necessary.)

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Vendor's Authorized Representative

\_\_\_\_\_  
Email

\_\_\_\_\_  
Vendor's Name, Address (City/State/Zip Code) & Phone Number)

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

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