

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

2 North High Street
Millville, New Jersey 08322

REQUEST FOR QUALIFICATIONS FOR:

2017 COMMISSIONING SERVICES

Bid Opening: Thursday, November 17, 2016 at 10 a.m.

Specification: 2017-31

NOTICE OF REQUEST FOR QUALIFICATIONS

PROJECT: CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
2017 COMMISSIONING SERVICES

CCIA: CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
2 North High Street
Millville, New Jersey 08332
Attention: Mr. Gerard Velazquez, III, Executive Director

The Cumberland County Improvement Authority (“CCIA” or “Owner”) solicits Requests for Qualifications (“RFQ”) from Firms experienced in Commissioning Services seeking to be qualified for participation in a pool of pre-qualified consultants from which CCIA may draw upon to provide said services on a project by project basis.

RFQ’s shall be delivered and received by the CCIA at the offices of the CCIA located at 2 North High Street, Millville, New Jersey 08332 on Thursday, November 17, 2016 at 10 a.m. prevailing time. **NO RFQ’S WILL BE ACCEPTED AFTER 10:00 A.M. ON NOVEMBER 17, 2016. THE CCIA RESERVES THE RIGHT TO SELECT ANY AND ALL RESPONDENTS AS QUALIFIED, TO REJECT ANY AND ALL RESPONSES PROVIDED BY RESPONDENTS AND TO NEGOTIATE WITH ANY RESPONDENT.**

RFQ’s for Commissioning Services have been filed in the office of the CCIA located at 2 North High Street, Millville, New Jersey, and may be inspected by prospective Respondents during regular business hours.

Respondent shall furnish one (1) original on paper plus a full copy of the submission on CD or USB flash drive in PDF format. The Original shall be unbound with no staples, fastened by a clip on the upper left corner. Submissions must be made in the manner designated herein and must be enclosed in a sealed envelope bearing the name and address of the Respondent as well as the name of the RFQ on the lower left quadrant of the front of the envelope, addressed to the CCIA.

The submission and all other required documentation must be delivered to the place on or before the hour named above.

Respondents are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action Statute and Regulations).

All Respondents must comply with N.J.S.A. 52:25-24.2 (P.L. 1977, c.33) and submit a Disclosure Statement listing stockholders with the submission.

All Respondents submitting qualifications must include with their submission, a Business Registration Certificate as required by N.J.S.A. 52:32-44.

All Respondents should be aware that travel shall not be a reimbursable expense for this Project.

BY ORDER OF THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY, GERARD VELAZQUEZ, III, EXECUTIVE DIRECTOR.

**CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
REQUEST FOR QUALIFICATIONS
2017 COMMISSIONING SERVICES
SUBMISSIONS DUE: THURSDAY, NOVEMBER 17, 2016 AT 10 A.M.**

INTRODUCTION: The Cumberland County Improvement Authority (“CCIA” or “Owner”) is soliciting Requests for Qualifications (“RFQ”) from Firms experienced in Commissioning Services seeking to be qualified for participation in a pool of pre-qualified consultants from which CCIA may draw upon to provide said services on a project by project basis. Qualifications shall be submitted to the CCIA on or before the date noted above and shall clearly demonstrate the Firm’s capability and financial capacity to successfully execute the Project as envisioned herein. **LATE SUBMITTALS WILL BE RETURNED UNOPENED.**

It is the intent of the Cumberland County Improvement Authority to create a pool of pre-qualified consultants from which they may draw upon to provide commissioning services on a project by project basis, after reviewing the qualifications submitted in accordance with the evaluation criteria presented in this Request for Qualifications. The term of contract for the required services will extend from January 01, 2017 through December 31, 2017.

Specific services will be negotiated and contracted on a project-by-project basis from the pre-selected pool created through this RFQ process.

**PLEASE SUBMIT ONE (1) PAPER COPY AND ONE (1) ELECTRONIC COPY OF
QUALIFICATIONS IN A SEALED ENVELOPE BEARING THE LEGEND:**

Qualifications For: 2017 Commissioning Services

Qualifications are to be submitted to: Mr. Gerard Velazquez, III, Executive Director
Cumberland County Improvement Authority
2 N. High Street
Millville, NJ 08332

Firms shall demonstrate their experience in providing the specific services for which qualifications are being requested.

All firms submitting qualifications are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

All Firms submitting qualifications must include with their proposal, a Business Registration Certificate as required by N.J.S.A. 52:32-44.

The Cumberland County Improvement Authority assumes no liability for the cost proposal preparation incurred by any firm submitting a proposal.

Respondent shall furnish one (1) original on paper plus a full copy of the submission on CD or USB flash drive in PDF format. The Original shall be unbound with no staples, fastened by a clip on the upper left corner. Submissions must be made in the manner designated herein and must be enclosed in a sealed envelope bearing the name and address of the Respondent as well as the name of the RFQ on the lower left quadrant of the front of the envelope, addressed to the CCIA.

GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED:

Commissioning services will be needed to ensure the HVAC equipment and associated controls and related equipment are installed as specified, properly started, tested, documented and are operating according to the intent of the construction documents. The Commissioning Authority (CxA) will also be responsible for verifying the completeness of operation and maintenance manuals and ensure that operations personnel are properly trained on the new equipment. The Commissioning process will be based on ASHRAE Guideline 0-2005. The guideline describes commissioning activities in the program, design, construction, acceptance, and post-acceptance phases of the project.

Abbreviations used in this RFQ:

- Cx – Commission
- CxA – Commissioning Authority
- A/E – Architect and Design Engineer of Record
- CM – Construction Manager
- GC – General Contractor

1. Commissioning Authority (CxA)

The primary role of the CxA is to develop and coordinate the execution of a testing plan, observe and document performance that systems are functioning in accordance with the documented design intent and the Contract Documents. The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving non-conformance or deficiencies, but ultimately that responsibility resides with the CM and the A/E team.

Scope of work will include the following:

Design Phase

- a. Perform design reviews of the mechanical, electrical, and plumbing plans and specifications at 100% DD and 95% CD phases.
- b. Attend design phase meetings as needed with A/E and owner.
- c. The CxA is to provide commissioning specifications for the mechanical,

- electrical, and plumbing systems and the associated controls including testing and documentation requirements.
- d. Review design intent and basis of design when completed by the A/E.

Construction and Acceptance Phase

- a. Coordinate commissioning through the CM activities in a logical and efficient manner.
- b. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures, and sequences of operation.
- c. Review Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
- d. Provide, review and approve pre-functional checklists.
- e. Plan and conduct a commissioning kickoff meeting with the A/E team and owners' staff and the contractors.
- f. Perform site visits, as necessary, to observe component and system installations.
- g. Attend manufacturer's start-up of all major equipment including (but not limited to) air handlers, variable speed drives, large system pumps, etc.
- h. Coordinate, witness, and document functional performance tests performed by installing contractors.
- i. Review the O&M manuals for accuracy and completeness.
- j. Provide a final commissioning report.
- k. Review project schedule to insure Commissioning activities are added.

Warranty Period

- a. Review and document required seasonal or deferred testing and deficiency corrections.
- b. Provide an end of warranty review that involves facility interviews to determine if occupant comfort is acceptable, and an equipment review to determine if there are still any incomplete warranty issues. Provide a memo with the findings of this review.

2. Reporting

The Commissioning Authority shall be responsible for the following:

- a. The CxA is to lead the Cx progress meeting, take and distribute minutes.
- b. The CxA will provide regular site reports to the A/E and CM with increasing frequency as construction and commissioning progresses.
- c. A final Commissioning Report is compiled which summarizes the procedures, findings, deficiencies, conclusions, and recommendations of the commissioning process.

3. Submittals

The Commissioning Authority will review submittals related to the commissioned equipment for conformance with the Contract Documents as it relates to the commissioning process, to the functional performance of the equipment and adequacy for developing test procedures. These reviews will cover all commissioned equipment and will be performed concurrently with the design engineers and architects.

4. Start-up, Pre-functional Checklists and Initial Checkout

- a. General. Pre-functional Checklists are developed and completed for all major equipment and systems being commissioned. The checklists confirm the as-built status of the equipment or system. These checklists also ensure that the systems are complete and operational, so that the functional performance testing can be scheduled. The checklists are required under Cx specifications, and completed (filled out) by the installing contractor.
- b. Once the pre-functional checklist is completed by the installing contractor, this signifies to the commissioning team that the equipment is properly installed per manufacturer's procedures, and the controls and TAB are complete and the equipment is ready for final functional performance testing. The Contractor determines which Sub is responsible for executing and documenting each of the line item tasks.

5. Execution of Pre-functional Checklists and Startup.

- a. The CxA shall observe, at minimum, the procedures for each piece of primary equipment, unless there are multiple units, (in which case a sampling strategy may be used as approved by the CM).
- b. For lower-level components of equipment, (e.g., VAV boxes, reheat coils), the CxA shall observe a sampling of the pre-functional and start-up procedures. The sampling procedures are identified in the commissioning specification.
- c. The Subs and vendors shall execute startup and provide the CxA with a signed and dated copy of the completed start-up and pre-functional checklists.

6. Functional Performance Testing

- a. CxA to conduct Functional performance testing. Verification may be achieved by manual testing (persons manipulate the equipment and observe performance) or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone data-loggers. The CxA will determine which methods are most appropriate and detail this in the Cx Specifications.
- b. Setup. Each function and test shall be performed under conditions that simulate actual conditions as close as is practically possible. The Sub executing the test shall provide all necessary materials, system modifications, etc. to produce the necessary flows, pressures, temperatures, etc. necessary to execute the test

according to the specified conditions.

- c. Sampling. Multiple identical pieces of non-life-safety or non-critical equipment may be functionally tested using a sampling strategy.

7. Documentation. The CxA shall review and approve documents of all functional performance tests using forms developed for that purpose.

8. Operation and Maintenance Manuals

- a. Prior to substantial completion, the CxA shall review the redline as-built drawings and other documentation for systems that were commissioned to verify compliance with the Specifications.
- b. Commissioning Record in O&M Manuals.
- c. The CxA is responsible to compile, organize and index all commissioning data by equipment into labeled, indexed and tabbed, three-ring binders and deliver it to the PM. Three copies of the manuals will be provided. The manuals shall include the Commissioning Plan, Final Commissioning Report, System Type, Startup and Pre-functional checklists, Functional performance tests, trending and analysis, approvals and corrections, training plan, records, and approvals. An electronic format of the commissioning Record shall be provided with indexing and quality equal or superior to the paper submittal.

9. Training of Owner Personnel

- a. The CM is responsible for ensuring that training is completed for commissioned systems/equipment. CxA will verify that the training is sufficient.

10. Deferred Testing

Seasonal Testing. During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed. The CM shall coordinate this activity. Tests will be executed, documented and deficiencies corrected by the appropriate Subs, with facilities staff and the CxA witnessing.

11. Commissioning Report

The final report shall be turned over to the owner by 6 months into the warranty period. An electronic format is desired. The report shall include at least the following:

- a. General information on the facility and the commissioning process applied
- b. Commissioning Plan
- c. Recommendations to the owner and O&M staff on how the facility could be made more efficient.
- d. Re-commissioning recommendations.
- e. All memos and meeting minutes generated by the CxA

- f. A master deficiency list of the entire project
- g. Completed functional performance tests
- h. Completed pre-functional checklists
- i. Seasonal testing report

12. HVAC Testing and Balancing

QUALIFICATIONS:

Firms shall submit the Qualifications of their firm in providing Commissioning Services as required above. At a minimum the Qualifications shall include:

1. Full name and business address.
2. A description of the firm including the size of the firm.
3. Team – Identify the team you would use to serve Cumberland County including their home office location. Include sub-consultants as appropriate. Provide resumes of key individuals who will perform the work, documenting the appropriate licensure, credentials, certifications, education and professional experience.
4. Professional affiliations or memberships in any professional societies or organizations with an indication as to offices held therein.
5. A listing of any special accreditations held by the firm or employees thereof.
6. Experience – Describe your experience providing Cx and testing and balancing. Provide any information relative to your Cx experience on Public Construction Projects in NJ. Provide a detailed summary of 3 recent large classroom/office building projects completed.
7. As an attachment, provide the following work products.
 - i. Commissioning plan that was executed
 - ii. Commissioning specifications
 - iii. Functional test procedure forms that were executed for: Air Handling Unit, Centrifugal Pump, and exhaust fan as examples.
8. A listing of similar services performed including address and telephone number of the client contact person.

FEE SCHEDULE:

A fee schedule(s) showing billing rates for the various categories of employees employed by the firm and a schedule of the reimbursable expenses is to be included with the qualification

submittal. The Authority will **not** reimburse any time for travel to the Authority's facilities or project sites and back to the contractor's office (portal to portal). This includes all expenses associated with traveling (tolls, lodging and food).

Cost proposals are not to be submitted at this time. The contracted firm will be required to submit a cost proposal for each work project prior to authorization to perform the work.

INSURANCE REQUIREMENTS:

The Contractor shall purchase and maintain the following insurance coverage which will insure against claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever may be greater.

Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$3,000,000 general aggregate per project;
- \$3,000,000 products/completed operations aggregate;

This insurance shall include:

- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and completed operations with such coverage to be maintained for two (2) years after completion of the Work;
- Contractual liability including protection for the Contractor from bodily injury and/or property damage claims arising out of liability assumed under this Contract; and

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto whether owned, hired/leased or non-owned;
- Automobile contractual liability; and
- Endorsed to include pollution coverage resulting from auto.

Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: employer's liability insurance with minimum limits of:

\$500,000 each accident for bodily injury by accident;
\$500,000 each employee for bodily injury by disease; and
\$500,000 policy limit for bodily injury by disease

Professional Liability insurance or its equivalent with a minimum limit of \$1,000,000 per claim.

Cumberland County Improvement Authority, its elected and appointed officials, officers, consultants, agents, employees and assigns as well as its contracted architects and engineers shall be named as additional insureds on the Contractor's and all Subcontractors commercial general liability insurance policies with respects to liability arising out of the Contractor's products, installation, and/or services provided under this Contract.

The Contractor shall not commence work until the Contractor has obtained at the Contractor's own expense all of the insurance required hereunder and such insurance has been provided to the Owner; nor shall the Contractor allow any subcontractor to commence work until all insurance required of the Subcontractor has been so obtained and approved by the Owner and the Contractor and Subcontractors shall submit to the Owner certificates of insurance signed by authorized representatives of the insurers, or at the Owner's request, certified copies of the required insurance policies.

All required insurance coverages must be underwritten by insurers authorized to do business in the State of New Jersey and acceptable to the Owner. All commercial insurers must have an A.M. Best Company financial strength rating of "A" / VII or better unless the Owner grants an exception.

The Contractor shall provide 30 days written notice to the Owner if any policy is cancelled, non-renewal or coverage is amended to reduce coverage.

No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor or the Contractor's Surety from an obligation imposed upon either or both of them by the provisions of this contract.

Insurance as required hereunder shall be in force throughout the term of the Contract and for two (2) years after final acceptance of the Project by Owner (except for contractors pollution liability which must be in forced for three (3) years after final acceptance.

If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Contractor shall bear all cost properly attributable thereto.

Insurance provided by any Contractor and Subcontractors to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and

Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.

All Certificates of Insurance shall be submitted when required by the Contract Documents but in no event later than the commencement of the Work. Certificates of Insurance shall be subject to review by the owner and shall show the Certificate Holder as follows:

Cumberland County Improvement Authority
2 North High Street
Millville, NJ 08332

INDEMNIFICATION:

Contractor responding to this RFQ (“**Indemnifying Party**”) agrees that it shall indemnify and hold harmless the other Party and any director, officer, affiliate, partner, member or elected or appointed official of the other Party (“**Indemnified Party**”) from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys’ fees), penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment (“**Losses**”) incurred or suffered by any Indemnified Party to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Indemnifying Party contained in the RFQ and/or any and all agreements entered into with the CCIA; (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in the RFQ and/or any and all agreements entered into with the CCIA; or (iii) the gross negligence or willful misconduct of the Indemnifying Party or any of its agents, employees or subcontractors, to the extent not waived by the other Party, in each case.

The indemnification obligations of Indemnifying Party under this Section shall inure to the benefit of the directors, officers, affiliates, employees and elected or appointed officials of the Indemnified Party; and shall survive expiration or early termination of any agreement entered into with the CCIA.

STATUTORY REQUIREMENTS:

Disclosure of Contributions to New Jersey Election Law Enforcement Commission:

Bidders are advised that of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Bidder’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-

313-3532 or at www.elec.state.nj.us.

Business Registration Certificates:

All Firms submitting qualifications must include with their proposal, a Business Registration Certificate as required by N.J.S.A. 52:32-44. **Business Registration Certificates must also be included with the proposal for any sub-consultants, testing labs, or others named in the proposal as a participant in performing the work.**

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

Affirmative Action:

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Following is the required regulatory text:

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, 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 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, 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:

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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Americans with Disabilities Act of 1990:

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included below and agree that the provisions of Title II of the Act are made a part of the contract. The successful Proposer will be obligated to comply with the Act and to hold the owner harmless.

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

The contractor and the Cumberland County Improvement Authority (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. §121 01 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 there unto, 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.

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC):

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts; or
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining

if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

BACKGROUND ON THE CCIA:

The Cumberland County Improvement Authority (CCIA) is the owner and operator of the Cumberland County Solid Waste Complex (CCSWC) in Deerfield Township, Cumberland County New Jersey. The CCSWC includes a 75.5 acre landfill that began operations in October 1987. A planned 31.9 acre lateral expansion of the landfill is projected to provide for the disposal needs of Cumberland County through the year 2027.

The CCIA has been involved in the planning development, financing, property/construction management of several real estate related projects.

The present Request for Qualifications is intended to solicit qualifications from firms experienced in providing commissioning services to assist the CCIA in matters related to its real estate development and property management activities.

CCIA GOALS:

The CCIA's goals are to create a pool of pre-qualified consultants from which they may draw upon to provide commissioning services on a project by project basis, after reviewing the qualifications submitted in accordance with the evaluation criteria presented in this Request for Qualifications. The term of contract for the required services will extend from January 01, 2017 through December 31, 2017.

The Firm is specifically advised that this RFQ is for qualifications only and does not require the submission of bids. However, detailed financial information is required for the Firm, thereby allowing the CCIA to understand the financial viability of the Firm.

SCHEDULE AND SELECTION PROCESS:

CCIA's schedule for this selection process is as follows:

1. RFQ Advertisement Date: Wednesday, October 26, 2016;
2. RFQ Opening: Thursday, November 17, 2016, 10 a.m.; and
3. RFQ Review, Interviews (as may be necessary or desired by the CCIA) and Pre-Qualified List Selection: TBD.

The ultimate selection process of a Firm to work on any given project will be made on a project-by-project basis.

The CCIA reserves the right to accept or reject, in whole or in part, any and/or all responses to this RFQ. The CCIA will reject the response of any Firm that is determined not to be responsible, not to be consistent with applicable law, or that is deemed to be non-responsive. The CCIA reserves the right to waive immaterial variances or irregularities in responses to this RFQ if the CCIA deems such limited waiver to be in the best interest of the CCIA. Any such waiver will not modify any other RFQ requirements, nor will it excuse any Firm from full compliance with the RFQ and other legal requirements.

RFQ SUBMISSION REQUIREMENTS:

RFQ submissions must contain the following (please also refer to the RFQ Selection Process below):

1. Cover letter and Overview of Firm;
2. Detailed strengths, relevant experience and qualifications;
3. Specific detail on team members, including but not limited to resumes for those individuals who will lead and work with the CCIA;
4. Description of any teaming arrangements entered into or subcontractors that the Firm anticipates retaining to assist in performance of the work;
5. List of client contacts from reference projects provided by the Firm, including address and telephone number of the client's individual point of contact; and
6. Firm contact information.

RFQ SELECTION PROCESS:

RFQ submissions will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses. The criteria are not necessarily listed in order of significance. The CCIA reserves the right to consider additional, presently unknown factors that may be in the best interest of the CCIA, as such factor(s) may arise.

1. Company Overview and Qualification, (50%): Preference will be given to Firms that demonstrate strong capabilities, experience, expertise, financial strength and stability, resources, proven track record, and favorable reputation for providing services of the same or similar nature as described in this RFQ. Firms should demonstrate a record of experience with the services desired in this RFQ. Firms shall also provide general information regarding its firm's organization, core business and background, and approach to the program development.

Firms shall provide an organizational chart representing the Firm's team, including the relevant experience of each individual with regards to the specific services being sought, together with other staffing information relevant to a determination regarding the qualification of each such individual. Current resumes of all staff potentially involved in providing the requested services shall be provided.

2. Ability to Provide Services (50%): Preference will be given to responses demonstrating an ability to carry out the tasks and responsibilities outlined in the RFQ in a prompt and efficient manner with minimal disruption to the CCIA. Availability to attend meetings and provide prompt responses shall be considered.

CCIA CONTACT INFORMATION:

Gerard Velazquez, III, Executive Director
Cumberland County Improvement Authority
2 North High Street, Millville, NJ 08332
jvelazquez@ccia-net.com

All questions should be submitted in writing to Gerard Velazquez, III, at the email provided above.

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business: _____

I certify that the list below contains the names and home addresses of all stockholders holding ten percent (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.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own ten percent (10%) or more of the stock of any class of that owning corporation. If no one owns ten percent (10%) or more stock, attest to that.

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

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:

Name:

Name:

Home Address:

Home Address:

Please attach additional sheets as may be required. Number of additional sheets ____.

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

(Notary Public)

(Affiant)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)

NOTE: NO BID WILL BE AWARDED UNLESS THE ABOVE STATUE IS COMPLIED WITH.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____