

PATERSON PARKING AUTHORITY
REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICE CONTRACTS
RFP NO. 2020

A REQUEST FOR SEALED PROPOSALS HAS BEEN ADVERTISED ON:

FRIDAY, JANUARY 10, 2020

**SEALED PROPOSALS MUST BE IN THE HANDS OF THE EXECUTIVE DIRECTOR
OR HIS DESIGNEE LOCATED AT:**

PATERSON PARKING AUTHORITY
125 BROADWAY, SUITE 100
PATERSON, NEW JERSEY 07505
TEL: 973-977-3999 FAX: 973-977-8039

OPENING DATE

ON: THURSDAY, FEBRUARY 6, 2020

TIME: 3:00 PM

PATERSON PARKING AUTHORITY
REQUEST FOR PROPOSAL
PUBLIC NOTICE FOR THE SOLICITATION OF
PROFESSIONAL SERVICE CONTRACTS
RFP NO. 2020

NOTICE IS HERBY GIVEN that sealed submissions will be received by the Executive Director, or designated representative, for the Paterson Parking Authority, on **Thursday, February 6, 2020 at 3:00 pm** prevailing time, in the office of the authority, 125 Broadway, Paterson, New Jersey 07505 for following services:

Architect	Engineer	Insurance Consultant
Auditor	Environmental Consultant	Labor Counsel
Bond Counsel	Financial Advisor	Planning Consultant
Construction Counsel	General Counsel	Parking Consultant
Construction Manager	Grant writing and Communication	Special Counsel

Standardized submission requirements and selection criteria are on file and available in the executive Director's office, 125 Broadway, Paterson, New Jersey 07505.

Submission packages may be obtained at the executive Directors office, 973-977-3999 during regular hours, 9:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et.seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts)

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership from N.J.S.A. 52:25-24.2 and shall include a completed Non-Collusion Affidavit.

The Authority reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Authority. The Authority shall award the contract or reject all submissions no later than 60 days from receipt of same.

Tony Perez, Executive Director

CHECKLIST

1. CHECK LIST _____
2. NON-COLLUSION AFFIDAVIT
(THIS FORM MUST BE NOTARIZED) _____
3. STOCKHOLDER DISCLOSURE STATEMENT _____
4. INSURANCE REQUIREMENT
(Acknowledgement Form) _____
5. MANDATORY EQUAL EMPLOYMENT
OPPORTUNITY NOTICE ACKNOLEDGEMENT _____
6. PROFESSIONAL SERVICE ENTITY
INFORMATION FORM _____
7. SUBMISSION FORM _____
8. DISCLOSURE OF INVESTMENT
ACTIVITIES IN IRAN FORM _____
9. ACKNOLEDGEMENT OF CORRECCTIONS
ADDITIONS OR DELETIONS FORM _____
10. RIGHT TO EXTEND _____
11. BUSINESS REGISTRATION CERTIFICATE
(PER P.L.2004,c.57) _____

REMINDER:

PLEASE SUBMIT ONE (1) UNBOUND ORIGINAL AND ONE (1) COPY OF THE SEALED SUBMISSION.

THE FOLLOWING IS A DESCRIPTION OF THE PROFESSIONAL SERVICES NEEDED, INCLUDING, WERE APPROPRIATE, A DESCRIPTION OF TASKS INVOLVED:

Architect: The architect shall be a licensed architect of the State of New Jersey and shall demonstrate experience in the design and implementation of public projects. Demonstrated experience with respect to design and implementation of structured parking is highly preferred.

Auditor: The Auditor shall perform the prescribed by law all in accordance with generally accepted auditing standards and laws and regulations of the State of New Jersey regarding same. The auditor shall perform such duties and render such services as may from time to time be requested by the Authority's Board of Commissioners or the Executive Director.

Bond Counsel: Bond Counsel shall be a licensed attorney at law of the State of New Jersey. Bond Counsel performs and provides legal advice with regard to the following activities: the preparation of bond resolutions and the review of the adoption proceedings; the preparation and review of public finance resolution, the preparation and issuance of Project Notes; and the preparation and issuance of Revenue Bonds. In addition, Bond Counsel is responsible for the preparation and /or review of any Preliminary Officials Statement, and Official Statement of the Authority. Bond Counsel is also responsible for the preparation and/or review of any application of the Local Finance Board, and attendance at any related meetings of the Local Finance Board.

Construction Counsel: Construction Counsel shall be a licensed attorney at law of the State of New Jersey. Construction Counsel shall work with the General Counsel and the Executive Director in evaluating claims and bids related to the Authority's construction contracts.

Engineer: the authority Engineer shall be a New Jersey licensed professional engineer. When directed, the Authority Engineer shall provide services necessary to review and make recommendations concerning proposals and projects regarding their conformance to applicable City requirements and needs, Authority operational objectives, and the general requirements of design practice. When directed, the Engineer shall provide services necessary to observe, assess conformity to statutory or other ordinance requirements and report upon the installation of improvements. When directed, the Authority Engineer shall provide services necessary to review, assess conformity to requirements and take the necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Authority Engineer shall provide technical advice to other Authority members, official and agents concerning their review of such documents.

Environmental Consultant: the Environmental Consultant shall be a New Jersey licensed professional planner, engineer or attorney with the ability to advise the Authority and its professional staff generally on environmental issues and on the proper remediation of project sites, including assisting the General Counsel in formulating general negotiating strategy, reviewing legal contracts, and obtaining regulatory approval of remediation plans.

General Counsel: General Counsel shall be a licensed attorney at law of the State of New Jersey. General Counsel services shall include: (i) drafting or approving as to form legal documents, contracts and /or resolutions; (ii) rendering opinions in writing upon such questions of law as presented by the Authority; (iii) supervision and coordination of the work of such additional attorneys and technical consultants as the Board or the Executive Director may require; (iv) assisting the Authority in achieving its business objectives in its daily operations; (v) ongoing review of the Authority's bylaws and legal review and assistance with respect to the Authority's rules, regulations and procedures; (vi) assisting the Authority's in the procurement of services including the preparation of request for qualifications/proposals, and the negotiation and review of contracts; (vii) aiding in compliance with all applicable laws, including but not limited to the Parking Authorities Law, the Open Public Meetings Act, the Open Public Records Act and the Local Public Contracts Law; and (viii) to effectuate the foregoing, attendance at Authority meetings, and consultation with the Commissioners, staff and consultants on an as needed basis.

Insurance Consultant: The Insurance Consultant shall be a New Jersey licensed broker or agent and shall advise the Authority and its professional staff on coverage for its automobile, liability, property-casualty, worker's compensation and excess coverage and assist in the proper and efficient procurement of such coverages.

Labor Counsel: The Labor Counsel shall be a licensed attorney at law of the State of New Jersey. The Labor Counsel shall be responsible for all labor and employment matters in the Authority. These matters include labor negotiations, fact-finding interest arbitration, arbitrations, labor and employment counseling, PERC proceedings, disciplinary hearings and employment litigation. Labor Counsel must be available for consultation on a daily basis and shall deal directly with the Executive Director.

Parking Consultant: The Parking Consultant shall be a New Jersey licensed professional planner or engineer and shall demonstrate experience with a public parking system consisting of structures, surface lots, and on-street spaces. Experience with rate modeling, revenue forecasting, traffic flow and best practices for monitoring a cash-based business is essential. The Parking Consultant will assist the Executive Director and the General Counsel in establishing and maintaining policies to operate an integrated system of garages, lots and on street inventory as well as assist the executive Director and the Authority Board of Commissioner in implementing such policies.

Planning Consultant: The Planning Consultant shall be a New Jersey licensed professional planner or engineer. The Planning Consultant will assist the Authority and its professional staff in reviewing designs for ongoing projects and evaluating proposals from private parties seeking Authority involvement.

Special Counsel: the special counsel shall be an attorney at law of the State of New Jersey. The Special Counsel shall provide legal advice, research and assistance on any redevelopment matters, or other special projects which the Authority may require to be addressed by the attorney. The Special Counsel shall draft all legal documents as may be required including preparation of documents, Developers Agreements, and review of deeds, covenants, easements, etc. The Special Counsel shall represent or advise the Authority on any matter in which the Authority may have a present or future interest.

Construction Manager: The construction Manager will assist the Authority in overseeing the construction or reconstruction of projects. The construction manager shall act only as a construction advisor or “clerk of the works”, assisting the Authority in estimating the cost of projects components, reviewing bids and proposals, and reviewing documentation during the pendency of a project. The Construction Manager will **not** conduct the construction or reconstruction or guarantee the price of the work. Experience with the public bidding laws and prevailing wage laws is essential.

Financial Advisor: Respondents shall be firms or individuals with significant experience in servicing local government entities within the State of New Jersey. The Financial Advisor shall demonstrate the skill and experience to assist the Authority in analyzing revenue and budgetary options. The Financial advisor shall assist the Authority in assessing the viability of project opportunities, and where requested by the Executive Director, shall also work with the Executive Director and General Counsel in negotiations with other parties and in presenting matters to the Board.

Grant writer and communications: Respondents shall be firms and individuals with significant experience in servicing the local governmental entities within the State of New Jersey. The consultant shall develop and implement a comprehensive strategy to inform the public and the Authority’s customers about service changes, new facilities that are coming on line, development that is occurring on Authority property, or any other policies or initiatives as directed by the Board of Commissioners or the Executive Director ; communicate with other public entities and community stakeholders regarding the Authority’s services and policies; respond to all media inquiries; act as the primary point of contact for media requests of the commissioners and the Executive Director; produce and disseminate media advisories and press releases; draft speeches letters and other written materials as may be needed; and serve as a liaison to the print, radio, and television media. The consultant will provide the Authority with grant services including, but not necessarily limited to: keeping the Authority abreast of funding programs for which it is eligible; assisting the Authority in establishing funding priorities; preparation of all grant applications, as directed by the Executive Director; and following up with each funding source during the review and scoring process.

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES
(FAIR & OPEN PUBLIC SOLICITATION PROCESS)

1B.1. RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 INVITATION FOR SUBMISSIONS

The Paterson Parking Authority, Passaic County, New Jersey (hereinafter called the “Authority”) Invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

The Executive Director and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation.

1B.1.3 SUBMISSIONS NOT IN COMPLIANCE

The Authority may waived any informality or reject any and / or all submissions, in accordance with the Fair and Open Public Solicitation Process for Professional Service(s) pursuant to P.L.2004.c.19(N.J.S.A.19:44A-20.4et.seq)

1B.1.4 WITTHDRAWING SUBMISSIONS

Submissions forwarded to the Executive Director and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produces evidence showing that they are or they represent the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1B.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience, including Authority experience, similar to the services contained herein.

1B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar services

1B.2.3 REFERENCES

References and record of success of same or similar services

1B.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

1B.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services and all expenses.

1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s)

1B.3 PREPARATION OF SUBMISSION

1B.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standard Submission Form as supplied in the submission package and signed by the professional services entity or principal thereof and shall contained the name, address and telephone number of the professional Services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **One (1) original unbound and one (1) copy must be submitted in a sealed envelope address to the Paterson Parking Authority, 125 Broadway, Paterson, New Jersey 07505 and said envelope shall specify the Title (s) for which the submission is provided. The submissions are to be clearly marked “sealed submission Enclosed” and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.**

The Authority will not be responsible for submissions forwarded through the U.S. Mail or any delivery services if lost in transit at any time before submission opening, or if hand delivered to incorrect location.

The submission should be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgement Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgement, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualified Submission, and (8) an Acknowledgement of Corrections, Additions or Deletions Form, (9) Disclosure of Investment Activities in Iran.

All forms listed above (#1 through #9) shall be completed in their entirety.

1B.3.2 ERRORS IN SUBMISSIONS

If applicable in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the totals submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1B.4 TIME FOR AWARD OF CONTRACT

The Authority shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case no more than 60 days, except that the submission of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the contract for the service will not be made unless the Authority has certified the necessary funds in lawful manner.

1B.5 MODIFICATION OF SUBMISSIONS

Any professional services entity may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The Authority, prior to the closing time, must receive such communication. The Communication should not reveal the submission price but should provide addition to or subtraction from or other modification so that the Authority will not know final price(s) or term(s) until the sealed submission is opened.

1B.6 REJECTION OF SUBMISSION

1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

1B.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the Authority.

1B.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Authority to award submissions on a “service by service” basis. “per project” basis, in part or in whole as determined by the Authority.

1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Authority’s judgment serves its best interest.

1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government Statutes and Regulations that may apply to the work.

1B.8 PAYMENT

Checks are processed by the Authority's finance department approximately the third week of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted no later than the second week of each month.

1B.9 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

1B.10 NO FACSIMILE DOCUMENTS

Under no circumstances, on submission documents requiring authorized signatures, will the Authority accept documents provided through facsimile machines.

1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional services entities are required to comply with the requirements of N.J.S.A.10:5-31et.seq and N.J.A.C. 17:27et.seq.

1B.12 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any or all services supplied under these specifications.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirement prepared by the Authority and the fact that any professional services entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED

The Authority reserves the right to cancel any contract entered into upon thirty (30) days written notice.

Contract Term: Shall be from March 1, 2020 through December 31, 2020

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 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted 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:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Revised: January 2016

IMPORTANT NOTICE

BUSINESS REGISTRATION CERTIFICATE (S) N.J.S.A. 52:32-44

Effective September 1, 2004, all New Jersey and Out of State Vendors that do business with the City of Paterson, are required to be registered with the State of New Jersey and provide proof of that registration to the City of Paterson. N.J.S.A. 52:32-44.

The law affects all business organizations that do business with the City of Paterson, including contractors, sub-contractors, professional services and individuals.

A contract includes a formal contract awarded by a public bid, or a purchase order.

A Contractor must include proof of its own business registration and *proofs of business registration of those subcontractors* required to be listed in the contractor submission (i.e. "named subcontractors"). The proof shall be in the form of a copy of the organizations "Business Registration Certificate" issued by the Division of Revenue.

Effective January 18, 2010 by amendment, PL 2009.c313; a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Registration is free and is a one-time action – there are no fees to register. To obtain the registration form or file on – line at:

www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity

Any questions regarding said form should be directed to the Division of Revenue at 609-292-9292.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON, NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

Act. Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the City of Paterson 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.

**STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
(FAIR AND OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)**

The Paterson Parking Authority is seeking sealed submissions in response to a Public Notice for the Solicitation of Professional Service Contracts.

The standardized submission requirements shall include:

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience, including Authority experience, with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar services.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details, including the hourly rates of each of the individuals who will perform services and items proposed to be expensed to be expensed to the Authority (e.g., overnight delivery, etc.).

The selection criteria to be used in awarding contracts shall include:

Proposals will be evaluated by the Paterson Parking Authority on the basis of the most advantageous proposal submitted, with expertise, experience, price and other factors considered.

The evaluation will consider:

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
2. Experience, references and reputation in the field, knowledge of the Paterson Parking Authority, and the subject matter to be addressed under the contract.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter. Availability to accommodate any required meetings.
4. Cost consideration – including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.
5. Other factors if determined to be in the best interests of the Paterson Parking Authority.

Please Note this additional requirement:

Professional services entities shall submit one (1) unbound original and (1) copy of the sealed submission no later than 3:00 pm on Thursday, February 6, 2020

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____ residing in _____
(Name of affiant) (Name of Municipality)

In the County of _____ and State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or Position) (Name of Firm)
the Professional Service Entity making the submission for the _____
(Title of RFP)

and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Parking Authority relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide establish, commercial or selling agencies maintained by:

(Name of Professional Service Entity)

Sign and notarized this form

Signature

Print Name

Subscribed and sworn before me this

_____ Day of _____ 20__

Affiant

Notary Public of

Print Name & Title of Affiant

My Commission Expires _____

STOCKHOLDER DISCLOSURE STATEMENT

N.J.S.A. 52:25-24.2 (P. L. 1977, c 33) requires each Corporation, Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Corporation, Subchapter S Corporation and Sole Proprietorship or other legal entity submitting a proposal to any governmental agency to accompany that proposal with a statement of ownership listing the name, address of each individual owning ten percent (10%) or more of the Corporation, Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Corporation, Subchapter S Corporation and Sole Proprietorship or other legal entity. In addition, if one or more of such owners (stockholder, partners in a partnership, etc.) is itself a corporation, partnership or other legal entity, the stockholders holding 10% or more of that corporation or the individual partners owning 10% or greater interest in that partnership or any principal owning 10% or more interest in any other such legal entity, as the case may be, shall also be listed. This form, or any appropriate listing on the proposer's letterhead containing similar information, must be included in the proposal when the proposal is originally submitted.

It is mandatory that proposers submit the required information; it will not be accepted after the receipt of proposals. Failure to submit a stockholder disclosure statement which conforms to the requirements of the above statute will result in rejection of the proposal.

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

OR

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

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 notarized the form below, and, if necessary, complete the Stockholder list below:

<u>Name:</u>	<u>Home Address:</u>	Percentage of Ownership
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Authorized Signature and Title

Name of Professional Service Entity

Subscribed and sworn to before me this

_____ Day of _____ 20__

(Notary Public)

My Commission expires _____

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Executive Directors' Office upon award of contract by the Board of Commissioners.

The minimum amount of insurance to be carried by the Professional Services Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Print Name and Title)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27 et seq.)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entities to comply with the requirements of **(N.J.S.A. 10:5-31 et seq. and N.J.A.C 17:27 et seq.)**

The successful professional service entity shall submit to the Paterson Parking Authority, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A copy of a valid letter that the vendor 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 17:27-1.1 et seq.

OR

- (c) A photocopy of a *Certificate of Employee Information Report (Form AA302)* provided by the Division of Contracts Compliance and distributed to the Paterson Parking Authority to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The successful professional service entity must submit a copy of Employee Information Report Form AA302 to the Paterson Parking Authority.

The Undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required form of evidence.

The Undersigned professional service entity further understands that he/she submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of Authorized agent: _____

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of Principal Office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

SUBMISSION FORM

Professional Service (s):

1. Names and roles of the individuals who will perform the services and description of their education, Authority experience and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record of success of same or similar services:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Note: Attached additional sheets as necessary.

Firm: _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone No: _____ Fax No.: _____

Paterson Parking Authority
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP Number: _____ Firm/Offoror: _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. **Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: _____ Relationship to Bidder/Offoror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder/Offoror Contact Name _____ Contact Phone Number _____

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

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORMS

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and /or deletions have been initialed and dated in this submission package.

(Signature)

(Type or Print name of affiant and Title, under signature)

(Date)

PATERSON PARKING AUTHORITY
RIGHT TO EXTEND – TIME OF AWARD

The Parking Authority is required by the Local Public Contract Law, N.J.S.A. 40A:11-24, to make an award on products and service within sixty (60) days of the opening date.

Should the Parking Authority require an additional sixty (60) days extension to make an award of this proposal, by signing this document you shall grant the Paterson Parking Authority, NJ the right to extend this award up to one hundred and twenty (120) days, if deemed necessary.

(Signature)

Print Name

DATE: ____/____/____

TYPE OF PRODUCT OR SERVICE OFFERED: _____

End of Submission Package