

**NOTE:** In the event an interested firm has downloaded these specifications from the TPA website, you are responsible for providing the TPA via email at [trentonparkingph@aol.com](mailto:trentonparkingph@aol.com) your contact information, including: Firm Name, Contact Person, Address, Email address, Phone Number, Fax Number, in the vent the TPA issue Addendums or extends the time for submission of Qualifications.

**REQUEST FOR QUALIFICATIONS  
FOR THE PROVISION OF BOND COUNSEL SERVICES**

**ISSUE DATE: November 6, 2018**

**Issued by:**

**PARKING AUTHORITY OF THE CITY OF TRENTON**

**DUE DATE AND TIME**

**November 21, 2018 2:00 PM**

Attention: William Watson, Chairman

Parking Authority of the City of Trenton  
16 East Hanover Street  
Trenton, New Jersey 08608

**“ADVERTISEMENT FOR “REQUEST FOR QUALIFICATIONS”**

The Trenton Parking Authority ("TPA"), is soliciting through the Fair and Open Process in accordance with the New Jersey "Local Unit Pay to Play" Law N.J.S.A. 19:44A-20:4 et seq., "Request for Qualifications" (RFQ)for "**BOND COUNSEL SERVICES**"

### **Scope of Services:**

Provide internal Bond Counsel services.  
Other specific Bond Counsel services as agreed to by the Authority and the Accountant.

**Address where package will be available:** Trenton Parking Authority  
16 East Hanover Street,  
Trenton, New Jersey 08608

**RFQ Proposal Submission Deadline: Thursday, November 21, 2018 @ 2:00 PM**

**All RFQ Proposals shall be opened on Thursday, November 21, 2018 @ 2:30PM**

**Number of Original RFQ Proposals to be sent: Five (5) original signature copies**

**All responses should be addressed to William Watson, Chairman**

The RFQ should be returned in a sealed envelope, which bears the name of the proposer of the RFQ clearly marked "RFQ" for "**Bond Counsel Services**" Attention: William Watson, Chairman. The TPA reserves the right to waive any and all formalities or altogether reject any RFQ as in the best interest of the TPA. Awards made under the Fair and Open Process shall be made to those vendors whose qualifications are most advantageous to the TPA. Factors include but are not limited to experience and/or reputation in field, knowledge of agency and the subject matter to be addressed under the proposal and contract, compensation proposal and other factors if determined to be in the best interest of the. All awards are subject to TPA Board of Commissioners approval.

**GENERAL INFORMATION & SUMMARY:**

**ORGANIZATION REQUESTING QUALIFICATIONS: PARKING AUTHORITY OF THE CITY OF TRENTON**

**CONTACT PERSON: William Watson, CHAIRMAN**

**PURPOSE OF REQUEST: For Bond Counsel Services**

**PERIOD OF CONTRACT: One (1) year**

**CONTRACT FORM:**

The successful respondent shall be required to execute an engagement letter and/or the TPA's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft TPA firm contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the TPA arising out of or by reason of the work done and materials furnished under this contract.

**GLOSSARY:**

The following definitions shall apply to and are used in this Request for Qualification:

**"TPA":** Trenton Parking Authority

**"Qualifications Statement":** refers to the complete response to this RFQ submitted by the Respondents.

**"Qualified Respondent":** refers to those Respondents who (in the sole judgment of the TPA have satisfied the qualification criteria set forth in this RFQ.

**"RFQ":** refers to this Request for Qualification, including any amendments thereof or supplement thereto.

**"Respondent or Respondents":** refers to the interested firm (s) that submits a Qualification Statement.

## **Section 1**

### **INTRODUCTION OF GENERAL INFORMATION**

**1.1 INTRODUCTION AND PURPOSE:** The Board of Commissioners of the TPA are soliciting Qualification Statements from interested persons and/or firms for the provision of Bond Counsel Services for the TPA. Through a RFQ process described herein, person(s) and or firm(s) interested in providing Bond Counsel Services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Board of Commissioners of the TPA will review Qualification Statements only from those firms that submit a Qualification Statement, which includes all the information required to be included as described herein in the sole judgment of the Board of Commissioners of the TPA. The Board of Commissioners of the TPA intends to qualify person(s) and or firm(s) that (a) possesses the professional and administrative capabilities to provide the proposed service; and (b) will agree to work under the compensation terms and conditions determined by The Board of Commissioners of the TPA.

**1.2 PROCUREMENT PROCESS AND SCHEDULE:** The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law N.J.S.A. 19:44A-20.4 et seq., however, the Board of Commissioners of the TPA have structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualifications Statements will be evaluated in accordance with the criteria set forth in Section 2 of this RFQ, which will be applied in the same manner to each Qualification Statement received.

The Qualification Statement will be reviewed and evaluated by an Executive Review Committee of the Board of Commissioners of the TPA. The Qualification Statement will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Executive Review Committee of the Board of Commissioners of the TPA will (in its sole judgment) determine which Respondents are qualified (from professional, administrative and financial standpoints). Each Respondent that meets the requirements of the RFQ in the sole judgment of the Executive Committee will be designated as a Qualified respondent and will be given the opportunity to be included in the selection process determined by the Executive Review Committee of the Board of Commissioners of the TPA.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Executive Review Committee of the Board of Commissioners of the TPA reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFQ or the RFQ process shall be directed to the Board Chairman, the designated contact person, in writing.

**Designated Contact Person:**  
**William Watson, Chairman**  
**Trenton Parking Authority**  
**16 East Hanover Street,**  
**Trenton, New Jersey 08608**

**Qualification statement must be submitted to and be received by the TPA VIA CERTIFIED MAIL OR HAND DELIVERY by 2:00 pm Thursday, November 21, 2018; qualification statements will not be accepted by facsimile transmission or e-mail. The person or entity submitting the RFQ proposals are responsible for ensuring that the submission arrives on time and at the proper location.**

Subsequent to the issuance of this RFQ, the Executive Review Committee of the Board of Commissioners of the TPA (through the issuance of addenda to all firms that have received a copy of the RFQ) may modify, supplement or amend the provision of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate in the sole judgment of the Executive Committee of the TPA.

**Table 1  
ANTICIPATED PROCUREMENT SCHEDULE  
MAY BE SUBJECT TO CHANGE**

ACTIVITY:	DATE:
1. Issuance of RFQ	<b>November 6, 2018</b>
2. Receipt of Qualifications Statement:	<b>November 21, 2018</b>
3. Completion of Evaluation of Qualification	<b>November 21, 2018</b>

Statements, by Executive Review Committee of the Board of Commissioners of the TPA

**Section 1.3 Conditions Applicable to RFQ:** Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

This document is an RFQ and does not constitute a RFP.

This RFQ does not commit the Executive Review Committee of the Board of Commissioners of the TPA to issue an RFP.

Executive Review Committee of the Board of Commissioners of the TPA reserve the right to exercise its judgment to weigh the relative merit and deficiencies, if any, in all responses and comments and to reject for any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.

Executive Review Committee of the Board of Commissioners of the TPA reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirement of this RFQ.

Executive Review Committee of the Board of Commissioners of the TPA reserve the right, without prior notice, to supplement, amend or otherwise modify this RFQ or otherwise request additional information.

All Qualification Statements shall become the property of the TPA and will not be returned.

Executive Review Committee of the Board of Commissioners of the TPA may request Respondents to send representative(s) to the TPA for interviews.

Any and all Qualification Statements not received by the Executive Review Committee of the Board of Commissioners of the TPA will be rejected.

Executive Review Committee of the Board of Commissioners of the TPA, nor their respective staffs, consultants or advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement for participating in this procurement process.

**SECTION 1.4 RIGHTS OF THE Executive Review Committee of the Board of Commissioners of the TPA:**

Executive Review Committee of the Board of Commissioners of the TPA reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of the applicable law:

To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.

To waive any technical non-conformance with the terms of this RFQ.

To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.

To conduct investigations of any or all of the Respondents, as the Executive Review Committee of the Board of Commissioners of the TPA deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.

To suspend or terminate the procurement process described in the RFQ at any time (in its sole discretion). If terminated, the Executive Review Committee of the Board of Commissioners of the TPA may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents. The Executive Review Committee of the Board of Commissioners of the TPA shall be under no obligation to complete all or any portion of the procurement process described in the RFQ.

**1.5 ADDENDA OR AMENDMENTS TO RFQ:** During the period provided for the preparation of responses to the RFQ, the Executive Review Committee of the Board of Commissioners of the TPA may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Executive Review Committee of the Board of Commissioners of the TPA and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the proposal submission date.

**1.6 COST OF PROPOSAL PREPARATION:** Each proposal and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the Executive Review Committee of the Board of Commissioners of the TPA, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

**1.7 PROPOSAL FORMATS:** Responses should cover all information requested in the Questions to be answered in this RFQ. Responses which in the judgment of the Executive Review Committee of the Board of Commissioners of the TPA fail to meet the requirements of the RFQ or which are in way conditional, incomplete, obscure, contain additions or deletions from requested information or contain errors may be rejected.

**Section 2**  
**DETAILED REQUIREMENTS OF THE**  
**REQUEST FOR QUALIFICATIONS FOR**  
**BOND COUNSEL SERVICES**

**2.1 NATURE /SCOPE OF SERVICES:** The TPA is requesting submission of services for, as required by law:

- The Bond Counsel will render legal opinion, advice and direction to TPA concerning all bonds/bonding issues.
- Advise and assist in preparation of legal documents, papers, contracts, specifications, and such other legal drafting as may be required
- Advising and consulting with all parties concerning the Authority's current and potential bonds
- Attend the Authority's board meeting when directed

**2.2 STANDARD REQUIREMENTS OF TECHNICAL QUALIFICATIONS:** Respondents should submit technical qualifications which contain the following:

**A.** Provide your company's name and address, and the primary RFQ's contact's name, telephone number, fax number and e-mail address. Provide the address of the office that will service this account.

**B.** Give a brief history of your firm's involvement in governmental Bond Counsel business, including the year of organization, current ownership, and affiliations. Are ownership changes planned or anticipated at this time?

**C.** How many years have your firm provided governmental and authority Bond Counsel services?

**D.** What do you consider to be your firm's Bond Counsel specialties, strengths, and limitations?

**E.** How many governmental and authority Bond Counsel clients does your firm have, please provide a representative list of these clients?

**F.** Provide levels of coverage for errors and omissions coverage, and other fiduciary coverage that your firm carries; include the name and address of the coverage provider and a copy of proof of coverage.

**G.** List the name and location of the primary individual(s) who would be responsible for our account and provide brief biographies including titles, functions, academic credentials, and relevant experience.

**H.** Describe the services of your organization that distinguish your firm from your competitors. Briefly explain why your firm is the most qualified for this engagement.

**I.** Provide your fee proposal for 2018/19 Bond Counsel.

**J.** An Affirmative Action Statement (as identified in Exhibit 1);

**K.** A completed Non-Collusion Affidavit (copy of form attached as Exhibit 2);

**L.** A completed Disclosure Certificate (copy of form attached as Exhibit 3);

**M.** A statement that the respondent will comply with the General Terms and Conditions required by the TPA and enter into the TPA standard Professional Services Contract;

- N. A copy of the firm's latest peer review.
- O. A copy of the respondents Business Registration Statement; and
- P. A completed Partnership Disclosures Statement (copy of form attached as Exhibit)

## **2.5 SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL:**

### **2.6 COST ANALYSIS:**

- ***Respondents shall submit a cost proposal which shall include a proposed retainer for the services to be provided if services will be provided for a flat rate.***
- ***If all or any services will be billed on an hourly basis, Respondents shall submit a cost proposal with the hourly rates for persons providing services and an estimate of the time required to provide the services requested by the TPA in the Technical Request for Professional Services.***

***By submission of a proposal, proposer acknowledges and agrees to adhere to the fee schedule.***

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

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

- A. Not select any of the submissions;
- B. Select only portions of a particular Respondent's qualifications for further consideration (However, Respondents may specify portions of the proposal that they consider "bundled"); and/or
- C. Award a contract for the requested services at any time within the calendar year after review of the Qualifications and approval of same by the TPA. Every submission should be valid thorough this time period.

The TPA shall not be obligated to explain the results of the evaluation process to any Respondent.

**2.8 SUBMISSION LIMITATIONS:** This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the TPA by issuance of this RFQ. The TPA reserves the right in its sole discretion to refuse any submission.

**2.9 USE OF INFORMATION:** Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the TPA to the Respondent in connection with this RFQ shall remain the property of the TPA. When in tangible form, all copies of such information shall be returned to the TPA upon request. Unless such information was previously known to the Respondent, free of any obligation to keep it confidential, or has been or is subsequently made public by the TPA or a third party, it shall be held in confidence by the Respondent, shall be used only for the purposes of this RFQ and may not be used for other purposes except of this RFQ and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.



## **2.10 GENERAL TERMS & CONDITIONS:**

A. The TPA reserves the right to reject any or all submission, or to waive any informalities in the submissions and unless otherwise specified by the respondent, to accept any item, items or services in the submissions should it be deemed in the best interest of the TPA to do so.

B. In case of failure by the successful respondent, the TPA may procure the articles or services from other sources, deduct the cost of the replacement from money due to the respondent under the contract and hold the respondent responsible for any excess cost occasioned thereby.

C. The respondent shall maintain sufficient insurance to protect against all claims under Workers Compensation, General, Professional and Automobile Liability.

D. Each submission must be signed by the person authorized to do so.

E. The contract shall be in effect through a one year period unless otherwise stated.

F. Submissions may be hand delivered or mailed consistent with the provisions of the legal notice to respondents. In the case of mailed submissions, the TPA assumes no responsibility for submissions received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by facsimile or e-mail.

G. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the TPA setting forth provisions of this non-discrimination clause; (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color or national origin, ancestry, marital status, sex or handicap; c) 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 TPA advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c127, as amended and supplemented from time to time.

H. By submission of qualifications, the respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the TPA harmless in any case of any such infringement.

I. No respondent shall influence, or attempt to influence, or cause to be influenced, any TPA officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

J. No respondent shall cause or influence, or attempt to cause or influence, any TPA officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondent or any other person.

K. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications the TPA's decisions shall be final and conclusive.

L. TPA shall not be responsible for any expenditure of monies or other expenses incurred by the respondent in making its request for consideration.

M. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this submission.

N. Respondent must agree not to represent any parties adverse to the TPA, its agencies and commissions, during the term of engagement.

**SECTION 3**  
**INSTRUCTIONS TO RESPONDENTS**

**3.1 SUBMISSION OF QUALIFICATIONS STATEMENTS:**

Respondent must submit an original and five (5) copies of their Qualification Statement to the

**Designated contact person:**  
**William Watson, Chairman**  
**Trenton Parking Authority**  
**16 East Hanover Warren Street,**  
**Trenton, New Jersey 08608**

Qualifications Statements must be received by the TPA no later than **2:00 p.m.** (prevailing time) **VIA CERTIFIED MAIL OR HAND DELIVERY November 21, 2018** Qualification Statements forwarded by facsimile or e-mail **will not** be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, signed and acknowledged by the Respondent.

All firms and/or interested persons responding to this RFQ hereby agree to work under the terms and conditions as set by the TPA. The contract is for the time period of one (1) year from the date the contract is approved by the TPA Board of Commissioners at its regularly scheduled monthly Board meeting.

**SECTION 4**  
**EVALUATION**

The TPA objective is soliciting Qualification Statements is to enable it and to select a firm or organization that will provide high quality and cost effective services to the TPA. The TPA will consider Qualification Statements only from firms or organizations that , in the TPA's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City of Trenton in the manner described in this RFQ. The TPA will evaluate proposals and all relevant factors will be considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the TPA and the subject matter addressed under the contract;
3. Availability to accommodate the required meetings of the TPA; and physical proximity of Respondents office to Trenton.
4. Billings;
5. Other factors demonstrated to be in the best interest of the TPA.

Said evaluation criteria will be utilized by the TPA in a manner that is consistent with the TPA.

**EVALUATION CRITERIA**

- 1. **25 POINTS:** Experience and Reputation in the Field
- 2. **25 POINTS:** Knowledge of the TPA and the subject matter addressed under the contract.
- 3. **15 POINTS:** Availability to accommodate the required meetings of the TPA: and physical proximity of Respondent's Office to Trenton.
- 4. **20 POINTS:** Billings, Cost, Fee Schedule
- 5. **15 POINTS:** Other factors demonstrated to be in the best interest of the TPA.

**END OF GENERAL INSTRUCTIONS  
APPENDIX A  
LETTER OF QUALIFICATION**

Note: To be typed on respondent's letterhead. No modifications may be made to this letter).

**Date:**

**William Watson, Chairman  
Trenton Parking Authority  
16 East Hanover Street,  
Trenton, New Jersey 08608**

Dear Mr. Watson:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualification (RFQ) issued by the TPA, dated November 6, 2018 in connection with TPA needs for BOND COUNSEL SERVICES for the TPA.

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

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

\_\_\_\_\_  
**Respondent Typed Name and Title**

\_\_\_\_\_  
**Type Name of Firm**

\_\_\_\_\_  
**Signature of Respondent**

\_\_\_\_\_  
**Date**

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

**APPENDIX B**  
**LETTER OF INTENT**

Note: To be typed on respondent's letterhead. No modifications may be made to this letter).

**Date:**

**William Watson, Chairman**  
**Trenton Parking Authority**  
**16 East Hanover Street**  
**Trenton, New Jersey 08608**

Dear Mr. Watson:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the Board of Commissioners of the TPA, dated November 6, 2018 in connection with the TPA for 2018/19 BOND COUNSEL SERVICES FOR THE TPA.

(Name of Respondent) HEREBY STATES:

- The Qualification Statement contains accurate, factual and complete information.
- 2. **(Name of Respondent)** agrees(s) to participate in good faith in the procurement process as described in the RFQ and to adhere to the PURCHASING DEPARTMENT procurement schedule.
- 3. **(Name of Respondent)** acknowledge(s) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
- 4. **(Name of Respondent)** hereby declare(s) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional person may subsequently be included as participating Principals, but only if acceptable to the TPA . **(Name of Respondent)** declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
- 5. **(Name of Respondent)** acknowledges and agrees that the TPA may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case the TPA shall have any liability to the Respondent for any costs incurred by the **Respondent** with respect to the procurement activities described in the RFQ.
- 6. **(Name of Respondent)** acknowledges that any contract executed with respect to the provision of (Insert services) must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

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

\_\_\_\_\_  
**Signature of Respondent**

\_\_\_\_\_  
**Respondent Typed Name and Title**

\_\_\_\_\_  
**Respondent Type Name of Firm**

\_\_\_\_\_  
**Date**

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

**REQUEST FOR QUALIFICATIONS CHECK LIST**

**THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION PACKAGE:**

**A SUBMISSION WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL:**

Please initial below, indicating that your proposal includes the itemized document.

- A. An original and five (5) signed copies of your complete qualifications. \_\_\_\_\_
- B. Non-Collusion affidavit properly notarized \_\_\_\_\_
- C. Authorized signatures on all forms \_\_\_\_\_
- D. Business Registration Certificate(s). \_\_\_\_\_
- E. Affirmative Action Statement \_\_\_\_\_

Note: N.J.S.A 52:34-44 provides that the TPA shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its qualifications. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES  
THE ABOVE LISTED REQUIREMENTS**

\_\_\_\_\_  
**Name of Respondent**

\_\_\_\_\_  
**Person, Firm or Corporation**

**BY:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**EXHIBIT 1**  
**N.J.S.A. 10:5-31 AND N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

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

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

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

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

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

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

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

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

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

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

**Exhibit 2**  
**Non-collusion Affidavit**

State of New Jersey  
County of \_\_\_\_\_

**I Am: (Name)** \_\_\_\_\_

**Position** \_\_\_\_\_

**Of: (Company)** \_\_\_\_\_

**Upon My Oath, I Depose and Say:**

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE TPA RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER.  
(N.J.S.A.52:34-25)

**Subscribed and Sworn to:**

**Before Me this** \_\_\_\_\_ **Day**

**Of** \_\_\_\_\_ **2018** \_\_\_\_\_.

\_\_\_\_\_  
**(Type or Print Name Affiant under Signature)**

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:** \_\_\_\_\_, **20** \_\_\_\_\_

**Exhibit 3**  
**Corporate/Partnership Disclosure Certificate**

Pursuant to the laws of the state of new jersey as set forth in laws of 1977, chapter 33, the undersigned does herewith certify to the TPA within the City of Trenton that the following is a statement with names and addresses of all stockholders in the corporation or partnership who own a 10% or greater interest therein, as the case may be listed. Of one or more such stockholder, partner or partnership is in itself is a corporation or partnership, the stockholders holding. 10% or more or greater interest is that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-cooperator stockholder, and individual partner, exceeding the 10% ownership criteria established above, have been listed.

**Name:**

**Address:**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**In Witness Whereof, the Undersigned Has Caused this Certificate to Be Executed**  
**This Day Of \_\_\_\_\_ 2018 \_\_\_\_\_ Sworn and Subscribed to Before Me this**  
**\_\_\_\_\_ Day Of \_\_\_\_\_ .2018 \_\_\_\_\_.**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**  
**(Or Authorized Agent of Corporation)**

**Exhibit 4**  
**Disclosure Statement**

Bidder must Specify Whether Bidding as an Individual, Partnership or Corporation and Fill in the Appropriate Section Shown Herein.

**Individual: (If an Individual Fill in the Following)**

**Full Name of Individual:**

**Trading as:**

**Social Security # or Fid#**

**T/A Fid #:**

**Full Name of Each Partner & Full Address of Each Partner: Complete Disclosure Statement**

**Corporation Name:**

**FID#:**

**Full Name of Officer Signing Bid:**

**Title of Officer Signing Bid:**

**Name of State in Which Company Is Incorporated:**

Note: No Post Office Box Number Accepted, Full Street Address Only.  
Criminal Conviction to Serve as Grounds for Disqualification from Award of Contract:

Bidder must Disclose Whether Any Person(s) Named above Have Any Criminal Conviction in Any Municipal, County, State or Federal Court in this State or Any Other State.  
Yes{ } No { }

Any Rejection by the TPA within City of Trenton, based upon a prior conviction, shall not take place unless and until there has been a responsibility hearing held by the TPA Board of Commissioners. Also, bidder must report any conviction of any person(s) named above in any Municipal, County, State or Federal Court during the contract or agreement period to the TPA.

Any termination of the Trenton Parking Authority within the City of Trenton, based upon subsequent conviction, shall not take place unless and until there has been a responsibility hearing held by the TPA Board of Commissioners.

\_\_\_\_\_  
**Signature & Title**

\_\_\_\_\_  
**Date**

**Affix Corporate  
Seal Here**