



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

ISSUE DATE: JANUARY 28, 2015

Issued by:

PARKING AUTHORITY OF THE CITY OF NEWARK

DUE DATE AND TIME

February 11, 2015 12:00 Noon

Attention: Chigozie U. Onyema, Esq.
General Counsel and Director of Development
Parking Authority of the City of Newark
50 Park Place
Suite 919
Newark, New Jersey 07102

Bidders are required to comply with the requirements of *N.J.S.A. 10:5-31* and *N.J.A.C. 17:27*

REQUEST FOR QUALIFICATIONS

The Newark Parking Authority ("NPA"), 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

SPECIAL COUNSEL 2015

Scope of Services:

- Provide the NPA with recommendations and guidance on legal matters as requested by the Authority, including but not limited to issues of Land Use Law, Redevelopment Law, Municipal Law, and Labor Law.
- Work with the NPA's General Counsel, financial advisors, auditors, parking consultant and/or other professionals and staff to determine and implement the NPA's legal needs.
- Perform other specific legal services as agreed to by the NPA and Special Counsel.
- The appointment is limited to \$50,000.00 annually, unless further amounts are authorized by the Board of Commissioners of the NPA.

Address where package will be available:

Newark Parking Authority
50 Park Place, Suite 919
Newark, New Jersey 07102

<http://newarkparking.org/procurement>

Date when package will be available:

Wednesday, January 28, 2015

RFQ Proposal Submission Deadline:

Wednesday, February 11, 2015 at 12 noon

All RFQ Proposals shall be opened:

Wednesday, February 11, 2015 at 12 noon

Contract to be awarded:

on or about February 26, 2015

Number of Original RFQ Proposals to be sent:

Original and three (3) copies

All responses should be addressed to:

Chigozie U. Onyema, Esq.
General Counsel & Director of Development

The RFQ should be returned in a sealed envelope, which bears the name of the proposer of the RFQ clearly marked "RFQ for Special Counsel" Attention: Chigozie U. Onyema, General Counsel & Director of Development. The NPA reserves the right to waive any and all formalities or altogether reject any RFQ as in the best interest of the NPA. Awards made under the Fair and Open Process shall be made to those vendors whose qualifications are most advantageous to the NPA after careful consideration of all factors. Factors include, but are not limited to experience and/or reputation in the field, knowledge of the 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 NPA. All awards are subject to NPA Board of Commissioners approval.

Bidders are required to comply with the requirements of *N.J.S.A. 10:5-31* and *N.J.A.C. 17:27*

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATIONS: PARKING AUTHORITY OF THE CITY OF NEWARK

CONTACT PERSON: CHIGOZIE U. ONYEMA, ESQ., GENERAL COUNSEL AND DIRECTOR OF DEVELOPMENT

PURPOSE OF REQUEST: For Special Counsel

PERIOD OF CONTRACT: One (1) year commencing on March 1, 2015 and until successor is appointed

CONTRACT FORM: The successful respondent shall be required to execute the NPA’s form contract, which includes indemnification, insurance, termination and licensing provisions. A complete copy of a draft NPA form 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 NPA 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:

“NPA”: Newark 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 NPA) 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 submit(s) a Qualification Statement.

Section 1
INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION AND PURPOSE: The NPA is soliciting Qualification Statements from interested persons and/or firms for the provision of Special Counsel Services for the NPA. Through a RFQ process described herein, person(s) and or firm(s) interested in providing the NPA with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The NPA will review Qualification Statements only from those persons or firms that submit a Qualification Statement, which includes all the information required to be included as described herein (in the sole judgment of the NPA). The NPA intends to qualify person(s) and or firm(s) that (a) possess 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 Commissioners of NPA.

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 NPA has 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 the NPA and if necessary, its financial advisors or Counsel. 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, NPA 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 NPA) will be designated as a Qualified respondent and will be given the opportunity to be included in the selection process determined by the NPA.

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. NPA 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 designated contact person below in writing.

Designated Contact Person: Chigozie U. Onyema, Esq.
General Counsel & Director of Development
Newark Parking Authority
50 Park Place, Suite 919
Newark, New Jersey 07102

Qualification statement must be submitted to and be received by the NPA VIA CERTIFIED MAIL OR HAND DELIVERY by the due date listed above. Qualification statements will not be accepted by facsimile transmission or e-mail. The person or entity submitting the RFQ proposal is responsible for ensuring that the submission arrives on time and at the proper location.

Subsequent to the issuance of this RFQ, the NPA (through the issuance of addenda to all firms that have requested and 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 by (and in the sole judgment of) the NPA.

Table 1
ANTICIPATED PROCUREMENT SCHEDULE
MAY BE SUBJECT TO CHANGE

ACTIVITY:	DATE:
1. Issuance of RFQ	January 28, 2015
2. Receipt of Qualifications Statement:	February 11, 2015 at noon
3. Completion of Evaluation of Qualification Statements by NPA	February 11, 2015
4. Contract to be awarded on or about	February 27, 2015

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:

- a. The total compensation for the appointment is \$50,000.00, subject to authorization of additional sums by the Board of Commissioners as the need may arise.
- b. This document is an RFQ and does not constitute a Request for Proposals ("RFP").
- c. This RFQ does not commit the NPA to issue an RFP or a contract.
- d. The NPA reserves the right, in its sole judgment, to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
- e. The NPA 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 requirements of this RFQ.
- f. The NPA reserve the right, without prior notice, to supplement, amend or otherwise modify this RFQ or otherwise request additional information.
- g. All Qualification Statements shall become the property of the NPA and will not be returned.
- h. The NPA may request Respondents to send representative(s) for interviews.
- i. Any and all Qualification Statements not received within the time required by NPA will be rejected.
- j. Neither the Commissioners of the NPA, the Executive Director, 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 NPA: The NPA 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:

- a. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- b. To waive any technical non-conformance with the terms of this RFQ.
- c. 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.
- d. To conduct investigations of any or all of the Respondents, as the NPA deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information or an interview to support the information included in any Qualification Statement.
- e. To suspend or terminate the procurement process described in the RFQ at any time, in its sole discretion. If terminated, the NPA may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents. The NPA 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 NPA may issue addenda, amendments or answers to written inquiries. Respondents will be given notice by the NPA of any addenda or amendments and such 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 NPA, its officers, Commissioners, employees, 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 NPA fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information or contain errors may be rejected. Format however is discretionary to the respondent so long as all information is contained.

Section 2
DETAILED REQUIREMENTS OF THE
REQUEST FOR QUALIFICATIONS FOR
SPECIAL COUNSEL

2.1 NATURE /SCOPE OF SERVICES: The NPA is requesting submission of qualifications for the following professional services:

Special Counsel for the Parking Authority of the City of Newark (NPA).

2.2 STANDARD REQUIREMENTS OF THE RESPONSE TO REQUEST FOR QUALIFICATIONS: Respondents should submit technical qualifications which contain the following:

- a. Provide your or 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 or your firm's involvement in the preparation, drafting, issuance and supervision of matters involving legal issues for governmental authorities, including the year of organization, current ownership, and affiliations. Are ownership changes planned or anticipated at this time?
- c. How many years have your or your firm provided similar nonprofit, governmental and independent authority services?
- d. Provide a representative list of clients to whom you have provided the services requested in this Request for Qualifications within the last 5 years.
- e. Provide levels of coverage for errors and omissions coverage, and other fiduciary coverage that your firm carries; include a copy of proof of coverage.
- f. Describe how services will be delivered to the NPA in a timely fashion, and the name of all persons who will service this account and their experience in the field of this RFQ.
- g. Provide a fee proposal for the year 2015.
- h. Provide a Letter of Qualification (Appendix A) and a Letter of Intent (Appendix B).
- i. Provide an Affirmative Action Statement, Exhibit 1.
- j. Provide a completed Non-Collusion Affidavit, Exhibit 2.
- k. Provide a completed Disclosure Certificate, Exhibit 3.
- l. Provide a completed Disclosure of Investment Activities in Iran, Exhibit 4.

- m. Provide a statement that the respondent will comply with the General Terms and Conditions required by the NPA and enter into the NPA standard Professional Services Contract;
- n. Provide a copy of the Respondent's New Jersey Business Registration Statement.

2.3 SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL: None.

2.4 SUBMISSION EVALUATION: The NPA will select the most advantageous submissions based on all of the evaluation factors set forth in this RFQ and the information provided. The NPA will make the award(s) that is/are in the best interests of the NPA. The most advantageous submission may be selected regardless whether it is the lowest qualified respondent.

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 NPA objective in soliciting Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the NPA. The NPA will consider Qualification Statements only from firms or organizations that, in the NPA's sole discretion and judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City of Newark in the manner described in this RFQ. The NPA 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 NPA and the subject matter addressed under the contract;
3. Availability to accommodate the required meetings of the NPA;
4. Fee Schedule;
5. Although a local office is not required, it may be considered as a positive factor;
6. Other factors demonstrated to be in the best interest of the NPA.

Said evaluation criteria will be utilized by the NPA in a manner that is consistent with the best interests of the NPA as determined by the Board of Commissioners in their sole discretion.

The NPA 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 the annual reorganization meeting of the Board of Commissioners after review of the Qualifications and approval of same by the NPA. Every submission shall be deemed valid from date of submission through this time period.

The NPA shall not be obligated to explain the results of the evaluation process to any Respondent except as otherwise provided by law.

2.5 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 NPA by issuance of this RFQ. The NPA reserves the right at its sole discretion to refuse any submission.

2.6 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 NPA to the Respondent in connection with this RFQ shall remain the property of the NPA. 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 NPA 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 for this RFQ and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

2.7 TERMS & CONDITIONS OF THE RFQ:

- a. The NPA reserves the right to reject any or all submissions 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 NPA to do so.
- b. In case of failure to provide any services by the successful respondent, the NPA 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 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 (1) year period unless otherwise stated, and the successful respondent shall continue to supply such services under the contract until a successor is appointed.
- 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 NPA 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 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 NPA 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 NPA advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; and, (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the *P.L. 1975, c.127*, 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 NPA harmless in any case of any such infringement.
- i. No respondent shall influence, or attempt to influence, or cause to be influenced, any NPA 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 NPA 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 Executive Director and General Counsel and Director of Development of the NPA's decision shall be final and conclusive.
- l. The NPA 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 NPA, 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 three (3) copies of their Qualification Statement to the designated contact person named above

Qualifications Statements must be received by the NPA no later than Wednesday, February 11, 2015 at 12:00 noon (prevailing time) VIA CERTIFIED MAIL, OVERNIGHT DELIVERY, OVERNIGHT DELIVERY OR HAND DELIVERY. 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 NPA. The contract is for the time period of one (1) year from the date the contract is approved by the NPA Board of Commissioners at its annual Reorganization Board meeting.

END OF GENERAL INSTRUCTIONS

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 REJECTION.

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

- A. An original and three (3) signed copies of your complete qualification statement _____
- B. Signed Appendix A Letter of Qualification _____
- C. Signed Appendix B Letter of Intent _____
- D. Exhibit 1, Mandatory Equal Employment Opportunity Statement _____
- E. Exhibit 2, Non-Collusion affidavit properly notarized _____
- F. Exhibit 3, Partnership/Corporate Disclosure Statement _____
- G. Exhibit 4, Disclosure of Investment Activities in Iran _____
- H. Authorized signatures on all forms _____
- I. Business Registration Certificate(s) _____
- J. Insurance Certificate(s) _____

Note: *N.J.S.A 52:34-44* provides that the NPA 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

APPENDIX A
LETTER OF QUALIFICATION

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

Date:

Chigozie U. Onyema, Esq.
General Counsel & Director of Development
Newark Parking Authority
50 Park Place, Suite 919
Newark, New Jersey 07102

Dear Mr. Onyema:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualification (RFQ) issued by the Board of Commissioners of the NPA in connection with the NPA's needs for Special Counsel for the NPA.

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:

Chigozie U. Onyema, Esq.
General Counsel & Director of Development
Newark Parking Authority
50 Park Place, Suite 919
Newark, New Jersey 07102

Dear Mr. Onyema:

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 NPA in connection with the NPA's needs for 2015 Special Counsel for the NPA.

(Name of Respondent) HEREBY STATES:

1. 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 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 NPA. **(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 NPA may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case the NPA 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 Special Counsel 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.

EXHIBIT 1

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31, et seq. AND N.J.A.C. 17:27

Goods, Professional Services 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 regard to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth 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, 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, 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 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, 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 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, 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
- * 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 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Person, Firm or Corporation

BY:

Name

Title

Date: _____

EXHIBIT 2

Non-collusion Affidavit

State of New Jersey

County of _____

I Am:

Term Of:

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 NPA 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 _____ 20_____.

(Type or Print Name Affiant under Signature)

Notary Public

My Commission Expires: _____, 20_____

EXHIBIT 3

Partnership/Corporate Disclosure Statement

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

N.J. State Statute Requires Corporation and Partnership Bidding for Public Contracts to Submit a List of the Names and Addresses of All Stockholders Owning ten percent (10%) or more of the Stock of the Corporation, or in the Case of Partnership, the Names and Addresses of those Partners Owning a ten percent (10%) or Greater Interest Therein:

Full Name of Individual, Partnership or Corporation:

Trading as:

Name of State in Which Company Is Incorporated:

Name and Address of Each Stockholder Owning 10% or More of the Corporation Stock:

Name	Address	Percentage of Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Or None []

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

Respondent must Disclose Whether Any Person(s) Named above Have Any Criminal Conviction in Any Municipal, County, State and/or Federal Court in this State or Any Other State.

Yes [] No []

If Yes, please describe: _____

Any rejection or termination by the NPA of the Respondent, based upon a prior conviction, shall not take place unless and until there has been a responsibility hearing held by the NPA Board of Commissioners, Executive Director, and Executive Staff. Also, bidder must report any conviction of any person(s) named above in any Municipal, County, State and/or Federal Court during the contract or agreement period to the NPA.

Any termination of the Newark Parking Authority within the City of Newark, based upon subsequent conviction, shall not take place unless and until there has been a responsibility hearing held by the NPA Board of Commissioners, Executive Director and General Counsel.

Signature of Respondent

Respondent Typed Name and Title

Respondent Type Name of Firm

Date

EXHIBIT 4

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ **Proposer:** _____

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 New Jersey 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 submit a proposal:

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 New Jersey Turnpike Authority 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 a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

Name: _____ **Relationship to Proposer:** _____

Description of Activities:

Duration of Engagement: _____ **Anticipated Cessation Date:** _____

Proposer Contact Name: _____ **Contact Phone #:** _____

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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

AGREEMENT TO PROVIDE SPECIAL COUNSEL SERVICES

THIS AGREEMENT, made this _____ day of _____, 2015 by and between the PARKING AUTHORITY OF THE CITY OF NEWARK, a public entity duly formed under the laws of the State of New Jersey, with its offices and principal place of business at 50 Park Place, Suite 919, Newark, New Jersey 07102 (hereinafter referred to as the "Authority"), and _____, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Authority wishes to retain the services of Contractor for the purposes set forth in the Request for Proposal entitled "Request for Proposal Special Counsel Services, Issue Date January 28, 2015"; and,

WHEREAS, said contract was awarded through a fair and open process, pursuant to *N.J.S.A. 19:44A-20.4, et seq.*, and the New Jersey Local Public Contracts Law:

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed, as follows:

1. **NATURE OF THE WORK TO BE PERFORMED.** Contractor agrees to undertake all representations and services as set forth in their/its response to the Request for Qualifications submitted by the Contractor, which Request for Proposal and response to Request for Proposal are specifically incorporated by reference herein, and including, but not limited to, providing the Authority with the services as agreed to by the Authority and the Contractor.

2. **FAIR AND OPEN CONTRACTING:** This contract is being awarded through a fair and open process pursuant to *N.J.S.A. 44A-20.1, et. seq.*

3. **INCORPORATION OF TERMS OF REQUEST FOR QUALIFICATIONS:** This contract incorporates all of the terms and conditions of the Request for Qualifications issued by the Authority for these services, any addenda issued to the Request for Qualifications by

the Authority and the Response to Request for Qualifications submitted by the Contractor, less any exceptions from the Contractor to the Request for Qualifications or addenda to the Request for Qualifications which were not accepted by the Authority.

4. **TERM:** The term of the Agreement shall be for the period of one (1) year commencing on the date hereof and shall not automatically renew, except for the fact that Contractor shall continue to represent the Authority in any and all assigned until a successor is appointed and in accordance with the Local Public Contracts Law.

5. **TERMINATION:** This Agreement may be terminated by either party upon the following grounds: by mutual agreement in writing signed by both parties; or, upon the giving of thirty (30) days' notice to the other party in accordance with the provisions set forth as to "Notice" below. Within thirty (30) days of the date on which notice of termination is effective, all services which have been rendered shall be paid and the Authority shall have no further liability to the Contractor for any payments.

COMPENSATION: The Authority agrees to compensate Contractor for such services as set forth in the rates schedule contained in the response to Request for Qualifications.

6. **PAYMENT OF COMPENSATION:** Payment for services rendered by Contractor shall be made as provided for in the response to Request for Qualifications based upon the method of payment and deposit outlined therein. In addition, statements for services rendered will be presented to the Authority on a monthly basis with an attached, detailed itemization which shall include a description of services rendered, hours expended, and disbursements claimed and must be received by the Authority not later than the last working day of the month following the month for which the services are rendered. The total payments hereunder shall in no event exceed the lawful appropriations made therefor from time to time without further approval of the Authority.

7. **DISCRIMINATION AND AFFIRMATIVE ACTION COMPLIANCE:** During the performance of this contract, the Contractor agrees as follows:

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

b. 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.

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, 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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, 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.

i. 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

j. 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

8. **PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT:** The Contractor shall not subcontract and/or assign this Agreement and/or the performance of any of its responsibilities under this Agreement without the prior written consent of the Authority. Any attempted subcontract or assignment of this Agreement or the work to be performed thereunder without the prior written consent of the Authority shall be void and unenforceable.

9. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors and assigns of each party hereto.

10. **ADEQUATE FUNDING AND PERFORMANCE:** The Authority represents that it has and will have sufficient funds available to the Authority in its applicable budgets to pay all the bills of the Contractor for the services rendered by the Contractor to the Authority to the extent of and this contract shall be limited to, such amounts as may be from time to time appropriated by the Authority. The Contractor represents that it has adequate staff and equipment to perform all the obligations of this Agreement for the duration of this Agreement.

11. **COMPLIANCE WITH NEW JERSEY ELECTION LAW ENFORCEMENT REQUIREMENTS:** Any business entities making a 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, which has received in any calendar year \$50,000 or more in the aggregate agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L. 1873, c.83 (c.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

14. CONFIDENTIALITY

a. Confidentiality of Proprietary Information. Each party shall maintain, insofar as the same is permitted by law, all information which the other party has disclosed in negotiations prior to execution of this Agreement and which may be disclosed under or in connection with this Agreement, including but not limited to proprietary information concerning it and its affiliates, its products, financial plans and strategies, customer and employee data, documentation, services or processes, whether disclosed by The Authority or the Contractor and whether transmitted or conveyed orally, in writing, in the form of drawings or whether perceived or observed by the other party prior to or during the Project, as the strictly secret and confidential proprietary information of the disclosing party ("Proprietary Information"). Each party shall take all steps to protect and to not disclose the other party's Proprietary Information except in confidence and as otherwise required to complete the Project or use the System. Contractor agrees that it will not use or disclose The Authority's name, trade name, or other proprietary designation, except as necessary to perform its obligations to or on behalf of The Authority, without The Authority's written consent. Each party further agrees:

- (i) not to make any use whatsoever of the other party's Proprietary Information, except as required to complete its work under this Agreement;
- (ii) not to reveal or disclose to any third party the other party's Proprietary Information, except in confidence and as otherwise required to complete its work under this Agreement; and,

(iii) that prior to disclosing any of the other party's Proprietary Information to a third party, the disclosing party shall (i) obtain the written consent of the party that owns the Proprietary Information; and (ii) obtain the third party's execution of a confidentiality agreement in form and substance acceptable to the party that owns the Proprietary Information.

b. Exclusions. Except as expressly provided in this Article, Proprietary Information will not include disclosure of information or data which either party can conclusively demonstrate is: (a) known to such party prior to its receipt from the other party without a limitation or obligation of confidentiality under another agreement; (b) independently developed by such party without use of the other party's Proprietary Information or data; (c) in the public domain at the time of disclosure through no fault of such party; (d) received from a third party with a legal or contractual right to disclose such information or data; (e) required to be disclosed as a result of a legal obligation to do so, provided, however, that such party, except as otherwise required by law, must provide thirty (30) days prior written notice to the other party of its intention to disclose such information. or, (f), information required to be released by the Authority pursuant to the Open Public Meetings Act, *N.J.S.A. 10:4-7, et seq.*, or the Open Public Records Act, *N.J.S.A. 47:1A-1.1, et seq.* This Confidentiality Article shall remain in force for a period of three (3) years following expiration or termination of this Agreement.

15. INSURANCE: During the term of this Agreement, Contractor shall provide and maintain the insurance policies and amounts thereof which are set forth in the Proposal and/or RFQ and made a part of this Agreement. If no insurance requirement is provided in the Proposal and/or RFQ, then Contractor shall provide proof of coverage of the Contractor for general liability, operations liability, workers compensation and/or errors and omissions coverage, as may be appropriate to the Contractor's work, in the minimum amount of \$1,000,000.00 and hereby agrees to indemnify and insure the Authority for any damages caused by the negligence of the Contractor in performing any part of this Agreement. Prior

to commencing any work under this Agreement, Contractor shall provide the Authority with proof of the required insurance policies.

16. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Contractor shall comply with all federal, state and local statutes, laws, rules, regulations and ordinances, including, without limitation, copyright and patent laws (collectively, the "Laws") that bear on performance of the work under this Agreement. The Contractor shall procure, at its sole cost and expense, all necessary City of Newark permits or licenses required for performance of the work under this Agreement. The Contractor represents that it has reviewed and is familiar with the Parking Ordinances of the City of Newark and the State of New Jersey, and will insure and guarantee that its Credit Card Enabled Parking Meter System complies with all applicable New Jersey Laws.

17. NO THIRD PARTY BENEFICIARY: The parties specifically intend and agree that no one other than the parties to this Agreement, except Contractor's subsidiaries, affiliates, successors and any controlling parent, whether now existing or hereafter resulting from merger, acquisition or restructuring of The Authority, is or shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.

18. NO INFLUENCE OR CONFLICT OF INTEREST: Contractor hereby represents and warrants to The Authority as follows:

(a) Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and Contractor has not paid or agreed to pay any company or person, other than bona fide employees working solely for Contractor, any fee, gift or any other consideration contingent upon or resulting from the awarding or making of this Agreement.

(b) The services to be provided hereunder do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Contractor is employed or with which Contractor has an agreement with or is associated with, and, in the

event such a conflict arises during the term hereof, Contractor will immediately notify The Authority in writing, and,

(c) No member of the governing body of The Authority, the City of Newark, or their respective designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with this Agreement. Contractor shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

19. Limitation on Liability: Notwithstanding anything to the contrary in this Agreement, the parties hereto agree that under no circumstances may either party claim any special, consequential, punitive, speculative, incidental or indirect damages (such as, without limitation, loss of revenues, loss of profits), all of which both parties specifically waive, whether such claim is based on a cause of action based in contract, indemnification, negligence, strict liability, warranty, operation of law or otherwise. Nothing contained in this Section shall be deemed to preclude an award of liquidated direct damages and/or other direct damages, when applicable, in accordance with the Contract Documents. If, through acts of neglect or otherwise on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work or any aspect of the work, the Contractor shall settle with such other contractor or subcontractor by agreement or arbitration. If any such other contractor or subcontractor shall assert any claim against the Authority or the City on account of any damage alleged to have been so sustained, the Authority or the City, as applicable, shall notify the Contractor, who shall defend at its own expense, any suit based upon such claim and, if any judgments or claims against the Authority or the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses

associated therewith.

20. Indemnification. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by the Required Insurance Policies purchased by the Contractor, the Contractor shall indemnify and hold harmless the Authority and the Authority's officials (elected and/or appointed), officers, successors, employees, designees, assigns and/or representatives from and against claims, damages, losses and expenses, except those explicitly waived in the preceding paragraph, from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, whether as a result of actions by Contractor or its subcontractors, employees, representatives and/or agents. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive any termination of this Agreement.

21. COMPLETENESS; MERGER: This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, all or otherwise, between the parties regarding the subject matter of this Agreement.

22. NO WAIVER: The failure of the Authority at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained. No modification or amendment of this Agreement or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.

23. NO CHANGES OR ALTERATIONS TO AGREEMENT: No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in

writing and signed by the both the parties hereto or their duly authorized representative. If any term or provision hereof is or becomes invalid or unenforceable, the Contractor and the Authority will in good faith attempt to replace the invalid or unenforceable term or provision by a term or provision which is valid and enforceable, and which comes as close as possible to expressing the intention of the invalid or unenforceable term or provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity or unenforceability of any provision.

24. CHOICE OF LAW: This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST: AS TO NEWARK PARKING AUTHORITY

_____ By: _____
EVELYN WILLIAMS, Chairperson

By: _____
ETHELYN S. BOWERS
Executive Director

ATTEST: _____ AS TO CONTRACTOR

By: _____
(signature)

Title