

## **COMMERCIAL OFFICE AND ELEVATOR CLEANING SERVICES**

### **INVITATION TO BID**

Notice is hereby given that sealed bids will be received by the New Brunswick Parking Authority, City of New Brunswick, County of Middlesex, State of New Jersey on Monday, April 15, 2019 at 2:00 PM prevailing time at the New Brunswick Parking Authority Administrative Office, 106 Somerset Street, Floor 6, New Brunswick, NJ 08901 at which time and place bids will be opened and read in public for:

### **COMMERCIAL OFFICE AND ELEVATOR CLEANING SERVICES**

Specifications and other bid information may be obtained at the New Brunswick Parking Authority, 106 Somerset Street, Floor 6/ New Brunswick, NJ 08901 between the hours of 9:00 AM and 4:00 PM or may be downloaded from the New Brunswick Parking Authority's website [www.ninbpa.org](http://www.ninbpa.org) under the Public Bids.

A non-mandatory pre-bid conference will be held on Monday, April 1, 2016 at 10:00 AM in the conference room of the New Brunswick Parking Authority located at 106 Somerset Street, Floor 6/ New Brunswick, NJ 08901.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Mitchell Karon, Executive Director

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## **INTRODUCTION**

### **Overview**

The New Brunswick Parking Authority ("Authority") is seeking proposals from qualified vendors to provide a comprehensive, commercial cleaning services for its administrative offices located at 106 Somerset Street, Floor 6, New Brunswick, New Jersey 08901 and various parking facility elevators located within a ten block radius in downtown New Brunswick. The term of the contract will be for a period of one year with an option to renew by the Authority for two additional one-year periods. Contractors must be licensed, bonded and insured. Specifications of the daily, weekly and monthly services to be provided by the successful contractor are detailed in the Technical Specifications that follow.

## **TECHNICAL SPECIFICATIONS**

### **A. COMMERCIAL OFFICE CLEANING**

#### **I. OFFICE CLEANING SCOPE OF SERVICES**

A. Areas to be Serviced

- 1 Entry Way
- 2 Reception Area
- 3 Waiting Area
- 4 Private Offices
- 5 Open Work Space Area
- 6 Conference Room(s)
- 7 Restrooms
- 8 Kitchen Area(s) / Break Room

B. Time Services are to be Performed

1. The cleaning services described above are to be performed between the hours of 5:00p.m. and 9:00p.m. Vendor must notify Parking Services when they arrive and when they depart via telephone at (732)667-8100.

II. DAILY SERVICE SCHEDULE

A. Services to be performed daily for the General Reception Area, Private Waiting Area, Private Office Areas, Conference Room(s), Open Work Space Areas

- 1 Clean inside and outside of entry door glass, free from finger prints and smudge marks.
- 2 Wipe and sanitize reception counter top area.
- 3 Wipe and sanitize conference room(s) table tops.
- 4 Clean interior glass, inside and outside free from finger prints and smudge marks.
- 5 Dust all furniture and open space areas.
- 6 Vacuum carpeted areas.
- 7 Dust mop and wet mop hard flooring areas.
- 8 Empty all trash cans, recyclables and remove to designated areas.
- 9 Return chairs, furniture, and waste containers to proper positions.

B. Services to be performed daily for the Kitchen Area(s)/ Break Room

- 1 Wipe and sanitize sink, table tops, counter top and cabinet faces.
- 2 Wipe and clean inside and outside of microwave ovens.
- 3 Dust mop and wet mop hard flooring area.
- 4 Wipe and sanitize water cooler and drip catch.
- 5 Empty trash containers and remove trash to the designated area.
- 6 Return chairs, furniture, and waste containers to proper positions.

C. Services to be performed daily for the Restrooms

1. Restock all supplies as needed.
2. Dust mop and sanitize hard floor surfaces.

3. Clean and sanitize sinks, counters, and restroom fixtures including toilet bowls, toilet seats, and urinals.
4. Clean and polish mirrors, glass and chrome.
5. Empty trash containers and remove trash to the designated area.

### III. WEEKLY AND MONTHLY SERVICE SCHEDULE

#### A. Services to be performed Weekly

- 1 Dust furniture, chairs, credenzas, tables, and cabinets.
- 2 Dust window ledges and low reach areas.
- 3 Dust and remove debris from metal entrance thresholds.

#### B. Services to be performed Monthly

- 1 Dust high reach areas including shelves, ledges, vents, and HVAC grills.
- 2 Clean baseboards, carpet edges and corners.
- 3 Vacuum upholstered furniture.

## B. COMMERCIAL ELEVATOR CLEANING

### I. ELEVATOR CLEANING SCOPE OF SERVICES

#### A. Areas to be Serviced / Address / Number of Elevators & Levels

- 1 Gateway, 106 Somerset Street, 5 Elevators, 10 Levels
- 2 Well ness Plaza, 100 Kirkpatrick Street, 4 Elevators, 9 Levels
- 3 Paterson Street Deck, 124 Paterson Street, 2 Elevators, 7 Levels
- 4 Plum Street Deck, 20 Plum Street, 3 Elevators, 11 Levels
- 5 Church Street Deck, 90 Church Street, 1 Elevator, 5 Levels
- 6 Morris Street Deck, 70 New Street, 2 Elevators, 6 Levels

#### B. Services to be provided each visit

- 1 Elevator exterior doors and frames (each floor) with stainless steel cleaner
- 2 Interior Glass
- 3 Interior Walls and Ceiling with stainless steel cleaner
- 4 Floor sweep and mopped, removing any debris (gum, black marks etc.)
- 5 Clean door tracks

C. Time services are to be performed

1. Monday, Wednesday, Friday

2. 9AM to 12PM and/or 6PM to 9PM

Vendor must notify Parking Services when they arrive at each location and when they are completed.

## **QUESTIONS, CLARIFICATIONS AND INQUIRIES**

The Parking Authority of the City of New Brunswick shall accept questions, requests for clarifications, and inquiries from all potential bidders. Questions, requests for clarifications and inquiries must be in writing by Friday, April 5, 2019 at 12:00 p.m. for a response. Addendums will be issued to all known potential respondents, and will also be published on the website under the Public Bids and in the local newspaper for those potential respondents unknown to the Authority. It is the responsibility of the respondent to check the website frequently to determine if any addendums have been issued. Proposals must be submitted as detailed in the proposal packet.

Please address your questions, requests for clarification, and inquiries to:

Mitchell Karon, Executive Director  
New Brunswick Parking Authority  
106 Somerset Street, Floor 6 New  
Brunswick, NJ 08901  
mkaron@njbpa.org

## **GENERAL PROPOSAL SUBMISSION REQUIREMENTS**

**1. Insurance** -The vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the Project Coordinator evidencing the required insurance coverage is in effect prior to the commencement of performance of service hereunder, and shall maintain such insurance from the time vendor commences performance of services hereunder until the completion of such service. The Authority shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend and hold harmless the Authority and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the Authority or vendor on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting vendor's liability, the

vendor shall secure and maintain throughout the term of the contract the following types of insurance with at least the limits shown.

**Worker's Compensation** -A program of worker's compensation insurance or a state approved insurance program in the amount and form to meet all applicable requirements of the Labor Code of the State of New Jersey, including employer's liability covering all persons providing services on behalf of the vendor and all risks to such persons under the agreement.

**Automotive Liability Insurance**-Coverage must include automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

**Commercial General Liability** -The policy shall include contractual, completed operation coverage with a minimum of one million dollars (\$1,000,000) per occurrence.

**2. Litigation/Arbitration List**-Please list on a separate page all litigation or arbitration commenced by or against your company within the last 7 years regarding any parking violations management programs (claims of defectiveness, breach of any warranty, breach of contract). Identify the parties, the date commenced, a brief description of the claim, and the Court or forum in which the claim was adjudicated and resolution/status. Provide proof of existing levels of product liability insurance.

**3. Omissions**-The firm recognizes that the Authority is not in the business of preparing specifications, and any omissions in this Request for Proposal must be strictly addressed by the firm with the submittal of its proposal.

**4. Compliance With Other Prevailing Laws**-The firm shall comply with all current federal and state nondiscrimination and equal opportunity status and policies and agrees to not hold the Authority liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.

**5. Withdrawal of Proposals** -Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the Authority the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Authority, whichever occurs earlier.

**6. Statement of Corporate Ownership** -Attachment 1 to be completed and returned.

**7. EEO/ Affirmative Action "Exhibit A"** -Attachment 2 must be reviewed, may be completed and returned.

However, each Bidder shall submit to the Authority, after notification of award but prior to execution of a contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of Employee Information Report, issued in accordance with NJAC 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with NJAC 17:27-4.

8. Americans with Disabilities Act of 1990 -Attachment 3 to be reviewed.
9. Business Registration Certificate -Respondent must provide NJ State Division of Revenue issued Business Registration Certificate prior to award of the contact.
10. Acknowledgement of Receipt of Addenda -Attachment 4, to be completed and returned with Bid.
11. Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) -Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to NJSA 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
12. Disclosure of Investment Activities in Iran form to be completed and returned with Bid.

#### **SPECIFIC PROPOSAL DOCUMENT REQUIREMENTS**

1. All proposals shall be submitted by 2:00pm on Monday, April 15, 2019 to the following address:

Mitchell Karon, Executive Director  
New Brunswick Parking Authority  
106 Somerset Street, Floor 6 New  
Brunswick, NJ 08901

No proposals will be accepted after 2:00pm. Proposals received after 2:00pm, will be returned unopened to sender. It is the Respondents responsibility to ensure the proposal is submitted on time.

2. Submit proposals in a sealed envelope visibly marked "Commercial Office and Elevator Cleaning Services Proposal, 2:00PM, April 15, 2019". For the Price Proposal, the "Total Project Cost" is required for Year 1, Year 2, and Year 3, and should include all costs associated with this project for each year.

**BID PROPOSAL FORM**

**COMMERCIAL OFFICE AND ELEVATOR CLEANING SERVICES**

New Brunswick Parking Authority is seeking proposals to provide Commercial Office and Elevator Cleaning Services. Detailed office cleaning services are to be provided on a daily, weekly and monthly schedule, and detailed elevator cleaning services are to be provided three (3) times per week.

The undersigned bidder agrees to furnish and deliver the above goods and services pursuant to the details provided in the bid specification and made a part hereof:

**I. COMMERCIAL OFFICE CLEANING:**

List price per month to provide all daily, weekly and monthly Office Cleaning services specified.

YEAR 1

---

Per Month Amount in words

\$-----

Per Month Amount in numbers

YEAR 2

---

Per Month Amount in words

\$-----

Per Month Amount in numbers

YEAR 3

---

Per Month Amount in words

\$-----

Per Month Amount in numbers



**II. COMMERCIAL ELEVATOR CLEANING:**

	Number of Elevators	Number of Levels	YEAR 1: Cost per cleaning for each building/garage	YEAR 2: Cost per cleaning for each building/garage	YEAR 3: Cost per cleaning for each building/garage
Gateway; 106 Somerset Street	5	10	\$	\$	\$
Well ness Plaza; 100 Kirkpatrick Street	4	9	\$	\$	\$
Paterson St Deck;124 Paterson Street	2	7	\$	\$	\$
Plum St Deck;20 Plum Street	3	11	\$	\$	\$
Church Street Deck;90 Church Street	1	5	\$	\$	\$
Morris Street Deck,70 New Street	2	10	\$	\$	\$
New Street Deck,134 New Street	2	6	\$	\$	\$
TOTAL Daily Elevator Cost			\$	\$	\$

Total Daily Elevator Cost x 3 =Total Weekly Elevator Cost

Total Weekly Elevator Cost x 4.333=Total Monthly Elevator Cost

Monthly Fee for Commercial Office Cleaning +Total Monthly Elevator Cost=Total Monthly Project Cost Total Monthly

Project Cost x 12=Total Project Cost

For the purpose of this bid, the Total Project Cost Year 1 will be used to determine bid award.

**YEAR 1**

Monthly Commercial Office Cleaning    \$ \_\_\_\_\_  
Total Monthly Elevator Cost    +    \$ \_\_\_\_\_  
Total Monthly Project Cost    =    \$ \_\_\_\_\_  
X 12 = \$ \_\_\_\_\_ **Total Project Cost Year 1**

**YEAR 2**

Monthly Commercial Office Cleaning    \$ \_\_\_\_\_  
Total Monthly Elevator Cost    +    \$ \_\_\_\_\_  
Total Monthly Project Cost    =    \$ \_\_\_\_\_  
X 12 = \$ \_\_\_\_\_ **Total Project Cost Year 2**

**YEAR 3**

Monthly Commercial Office Cleaning    \$ \_\_\_\_\_  
Total Monthly Elevator Cost    +    \$ \_\_\_\_\_  
Total Monthly Project Cost    =    \$ \_\_\_\_\_  
X 12 = \$ \_\_\_\_\_ **Total Project Cost Year 3**

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

\_\_\_\_\_  
**Federal ID # or Social Security #**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Signature of Authorized Agent**

\_\_\_\_\_  
**Type or Print Name**

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

\_\_\_\_\_  
**Telephone Number**

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

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Email Address**

ATIACHMENT1 PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK  
DISCLOSURE OF OWNERSHIP

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation or partnership."

1) If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership. 2) If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. 3) If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation. 4) If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. Stockholders or Partners owning 10% or more of the company providing the submission:

NAME:

ADDRESS:

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- II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- III. Submission is being provided by an individual who operates as a sole submission:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Subscribed and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2019  
(Notary Public)

My Commission  
expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print Name & Date)  
(Corporate Seal)

**ATTACHMENT 2  
PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK**

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

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

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

The successful professional service entity shall submit to the PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;  
OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the CITY OF NEW BRUNSWICK to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts Division. The pink Public Agency copy is submitted to the PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK, and the gold Vendor copy is retained by the professional service entity.

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

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

COMPANY:

SIGNATURE:  
TITLE:

PRINT NAME:  
DATE:

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, C.127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

**(REVISED 4/10)**

**ATTACHMENT 3 PARKING AUTHORITY OF THE  
CITY OF NEW BRUNSWICK**

**AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL  
OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK (herein referred to as the PARKING AUTHORITY) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 "The Act" (42 U.S.C.S. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the PARKING AUTHORITY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the PARKING AUTHORITY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the PARKING AUTHORITY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged Violations. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the PARKING AUTHORITY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the PARKING AUTHORITY, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the PARKING AUTHORITY or if the PARKING AUTHORITY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The PARKING AUTHORITY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the PARKING AUTHORITY or any of its agents, servants, and employees, the PARKING AUTHORITY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the PARKING AUTHORITY or its representatives.

It is expressly agreed and understood that any approval by the PARKING AUTHORITY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the PARKING AUTHORITY or its representatives.

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

**ATTACHMENT4**  
NEW BRUNSWICK PARKING AUTHORITY  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_ No addenda were received:

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

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

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

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

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



**PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: \_\_\_\_\_ Proposer: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

***FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.***

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:**

**PLEASE CHECK THE APPROPRIATE BOX:**

- 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.**

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**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 boxes below.**

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to**

**execute this certification on behalf of the above-referenced person or entity. I acknowledge that the 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: \_\_\_\_\_