

Parking Authority of the City of Camden

**10 Delaware Avenue
Camden, New Jersey 08103**

DATED: September 21, 2021

Request For Competitive Contracting RESIDENTIAL & HANDICAPPED PARKING PERMIT SOFTWARE & SERVICES

NEWSPAPER PUBLISHED NOTICE TO PROPOSERS

Notice is hereby given by the Parking Authority of the City of Camden that has issued a Request For Competitive Contracting (RCC) and sealed competitive responses will be received by the Parking Authority on **October 15, 2021** at 12:00 P.M. prevailing time in the Parking Authority of the City of Camden Administrative Offices, 10 Delaware Avenue, Camden, New Jersey 08103, at which time and place the sealed competitive responses will be publicly opened and read for work consisting of:

Concession Award: Residential & Handicapped Parking Permit Software & Services

Competitive Contracting Documents may be obtained at the office of the Parking Authority of the City of Camden Administrative Offices, 10 Delaware Avenue, Camden, New Jersey 08103 during regular business hours of 9:30 A.M. through 4:00 P.M or on the Parking Authority website: <https://camdenparking.net/rfp-and-bids/>.

The successful Proposer will be required to furnish a Performance Bond indemnifying the Parking Authority of the City of Camden from any and all proceedings, suits or actions of any kind, name or description and conditional for faithful performance of work; and furnishing of labor and materials in connection with the Award of the Residential and Handicapped Parking Permit Software & Services Concession. A Corporation submitting a Competitive Contracting Proposal in response to this Advertisement, shall accompany such a Competitive Contracting Proposal with a resolution authorizing its proper officers to submit such a Competitive Contracting Proposal, authorizing such officers to execute a contract in the event its Competitive Contracting Proposal

REQUEST FOR PROPOSAL – SECTION I: GENERAL REQUIREMENTS

is accepted, and a list of all stockholders holding in excess of ten percent (10%) of corporate stock.

Proposers are required to comply with the requirements of P.L. 1975, C.127 (N.J.A.C. 17:27) relating to Affirmative Action, Executive Order 11246 regarding Equal Employment Opportunity, and Chapter 33, Laws of 1977 regarding disclosure of Partners and Stockholders.

All Proposers are hereby notified that compliance with the New Jersey Prevailing Wage (Chapter 150, Laws of 1963) and with any statutes of the State of New Jersey and the rules or regulations of any public agency and/or department, applicable to the project, for which the City is liable will be required in performance of any contract work, if applicable.

The Parking Authority of the City of Camden reserves the right to select any combination of Competitive Contracting Proposals or to award contract in part or whole, and to waive any informalities in or to reject any and all Competitive Contracting Proposal if deemed in the best interest of the Parking Authority to do so.

BY ORDER OF THE PARKING AUTHORITY OF THE CITY OF CAMDEN, NEW JERSEY

By: Willie Hunter, Executive Director

Date: September 21, 2021

SECTION I

GENERAL COMPETITIVE CONTRACTING PROPOSAL REQUIREMENTS

I. City of Camden Residential & Handicapped Parking Permit Background:

The City of Camden Parking Authority (PACC) is seeking a qualified Vendor to provide Residential (RPP) and Handicapped (HC) Permit Parking software solutions via its Request for Competitive Contracting (RCC). The Vendor will be selected based on its ability to; integrate with the PACC's existing Vigilant/Motorola Mobile License Plate Recognition (LPR) system installed on PACC enforcement vehicles, provide the various solutions requested by the PACC and the price/fee charged by Vendor for software and requested added value services.

A. Residential Parking Permit Program:

There are currently 7 geographically defined RPP Zones within the City of Camden administered and enforced by the PACC. RPP Permits are valid only within the Zone for which they were issued. The PACC is responsible for verifying applicant city residency and issues approximately 900 Residential Permits, including Students, and 700 Visitor Permits annually. The process and criteria for establishing residency currently requires the applicant to physically present themselves at the PACC's customer service window with their permit paperwork and proof of residency for inspection and approval.

PACC issues approximately 750 Nonstudent Residential Permits. Required Documents for Nonstudent Resident proof of residency are a NJ Driver's License and Vehicle Registration in the applicant's name with the address for which the Residential Permit is requested and the applicant must include one of the following types of Bills: Property Tax, Cable TV, Landline Telephone, PSE&G Utility, and/or Water/Sewer, to establish residency.

PACC issues approximately 150 Student Residential Permits per year. Rutgers University (RU) Students Required Documents are Driver's License and Vehicle Registration in the applicant's name, which does not have to correspond to the Camden RPP Zone address. Additional required Student documents are valid RU Student ID, current tuition/term bill and current Utility Bill.

Each Nonstudent household is entitled to one (1) RPP Visitor Permit. Visitor Permits are restricted to the Zone for which they were issued and have a Serial Number to identify the household it was issued to. Student households are not issued RPP Visitor Permits

Nonstudent Residential Permits are recertified annually. Student Residential Permits may change

based on semesters. New RPP applications are accepted on a rolling basis as applicants become residents of Camden and reside within a RPP Zone.

Currently, residents register their vehicle for a RPP Permit and a Numbered Permit is issued for each eligible vehicle, which is affixed to the driver's side rear passenger window of the vehicle.

B. Handicapped Parking Permits

The City of Camden has approved and issued by City Ordinance approximately 900 Handicapped (HC) Permit Signs for on-street parking spaces which correspond to a specific location/address. HC Handicapped Placard and ID eligibility is determined by and issued by the State of NJ Motor Vehicle Department. Initial Applications for Resident HC Sign designation is determined by the City of Camden. After approval by the City, HC signs are installed and maintained by the Camden Department of Public Works. *Some HC Signs designate an on-street parking spaces is restricted to a specific Permit Holder.* Annual recertification of HC Sign eligibility for designated on-street parking spaces is the responsibility of the PACC.

Recertification of HC Sign Eligibility consists of the PACC drafting and mailing 900 Renewal Notices to the City Residents that requested the HC Signs and designated on-street parking space. Currently residents, must physically appear at the PACC Customer Service Department to recertify their credentials, which includes; Valid Driver's License, NJMV Handicapped ID, Utility or Tax Bill.

Current HC recertification process is as follows: 900 Paper HC Permit Files are maintained. Renewal Notices are generated manually. Recertification Application is paper. PACC scans HC eligibility credential/documents and makes paper copies. Documents are stapled together and manually filed in a filing cabinet. *PACC does not currently have/maintain an electronic database of HC Permit holders and Sign Locations.*

C. Required Solutions:

1. Residential Permit Parking

City of Camden Parking Authority is seeking a Vendor to provide a software system and cloud-based solution that will allow the PACC to Manage RPP Applications and Renewals. Vendor's solution should allow a RPP Applicant to go online and; select appropriate RPP Zone, fill out RPP Applications, upload required RPP Residency Documents for PACC staff to review remotely, allow PACC staff to certify documents and/or send correspondence to applicant for additional documents or clarification.

Vendor's solution RPP software/data base shall record and be searchable by Applicant; Name, Address, RPP Zone, Type of Residency Documents submitted, Images of Residency

Documents, Driver's License Number, Vehicle Registration Information & License Plate (Year, Make, Model & Color), Permit Number Issued corresponding to each RPP Registered Vehicle and Household Visitor Permit Number.

Any Applicant or PACC emails or physical correspondence must be up loadable to Applicant's RPP file. Vendor's Applicant file must include a "*Notes Section*" for phone or in-person interaction with Applicant so that PACC staff may log the customer interaction, issue(s), next steps, follow up and results.

RPP Permit Holder License Plate information, must push to and integrate with PACC's Vigilant/Motorola License Plate Recognition System and Dash Board. Parking Enforcement Officer (PEO) must be able determine whether a vehicle is registered to RPP System and is parked in appropriate RPP Zone, without recourse to Vendor cell phone app or Vendor issued handheld device or data tablet.

Vendor's software shall integrate with Vigilant/Motorola License Plate Recognition System in-vehicle tablet, PDT or laptop in such a manner that the PEO is not required to look up each vehicle. The Vigilant LPR system shall alert a PEO when a vehicle is not registered as a permit holder pass to the appropriate RPP zone.

Vendor's solution should include PACC Option for Vendor RPP Permit (if requested) & Visitor Placard Fulfillment. It is the intent of the CCPA that RPP Permits shall be Virtual and correspond to the residents vehicle license plate.

Vendor's Solution should include PACC Option for Vendor Mailed Notices to RPP Holders and Applicants.

Vendor's Solution should include PACC Option for Vendor to provide Customer Service Helpline for RPP Applicants and Permit Holder 24 Hr. x 7 Days x 365 Days/Year and/or 7AM to 7 PM, Monday through Friday.

Vendor's Solution shall include the ability for Applicants to pay Application Fees online via Credit Card, Zelle, ACH and other generally accepted web payment methods such as PayPal, Apple Pay etc. Vendor shall specify which payment methods it accepts.

2. Handicapped Sign Permit Renewals

City of Camden Parking Authority is seeking a Vendor to provide a software system and cloud-based solution that will allow the PACC to Manage Handicapped Sign Permit Holder Renewals and Sign Physical Placements. Vendor's solution should allow HC Sign Permit Applicant to go online and fill out HC Sign Permit Renewal Applications, upload required HC Sign Permit

Documents for PACC staff to review remotely, allow PACC staff to certify documents and/or send correspondence to applicant for additional documents or clarification.

Vendor's solution RPP software/data base shall record and be searchable by Applicant; Name, Address, Type of HC Permit Sign (Restricted – Non-Restricted), Type of HC Permit Documents submitted, Images of Documents, Driver's License Number, License Plate (Year, Make, Model & Color), State of NJ issued handicapped credential, Individual's Camden HC Permit Number corresponding to their HC Registered Vehicle License Plate and Physical Location of HC Sign Number issued to HC Permit Holder.

Any Applicant or PACC emails or physical correspondence must be up loadable to Applicant's HC Sign Permit file. Vendor's Applicant file must include a "Notes Section" for phone or in-person interaction with Applicant so that PACC staff may log the customer interaction, issue(s), next steps, follow up and results.

HC Sign Permit Holder License Plate information, must push to and integrate with PACC's Vigilant/Motorola License Plate Recognition System and Dash Board so that Parking Enforcement officer (PEO) can determine whether a vehicle is registered to HC Permit System and is in the appropriate HC On-Street Parking Space, without recourse to Vendor's cell phone app or Vendor issued handheld device or data tablet.

Vendor's solution should include PACC Option for Vendor HC Sign Permit Fulfillment.

Vendor's Solution should include PACC Option for Vendor Mailed Annual Renewal Notice and follow up 1st & 2nd Notices to HC Sign Permit Holders.

Vendor's Solution should include PACC Option for Vendor to provide Customer Service Helpline for HC Permit Holders, 24 Hr. x 7 Days x 365 Days/Year and/or 7 AM to 7 PM, Monday through Friday.

Vendor's Solution shall include the ability for Applicants to pay Application Fees online via Credit Card, Zelle, ACH and other payment methods such as PayPal, Apple Pay etc.

II. VENDOR EXPERIENCE

The Parking Authority of the City of Camden requires Proposer/Vendor to be "qualified" and to have a proven product and experience in the installation, maintenance and support of Residential & Handicapped Parking Permit Software & Services. The Authority defines qualified, proven product and experience as:

(a) Vendor must have a minimum of 5 current municipal clients in the United States for RPP Online Permit Issuance, with similar technical solution parameters requested by the PACC;

(b) Vendor must maintain an English & Spanish speaking, 12 hours, 7AM to 7PM, 5 business da, Monday through Friday, Help Center for Public assistance.

The Parking Authority of the City of Camden requires documentation of ten (10) Municipal, US installations that have occurred in the past three (3) years. Documentation/references shall include; agency, contact person's name and title, address, phone number, email address, scope of work and when the work was started and contract completed.

IV. DOMESTIC PRODUCTS: Intentionally Deleted

V. PROJECT TO BE COMPLETED BY DECEMBER 31, 2021.

VI. LIQUIDATED DAMAGES

Proposer and the Authority recognize that time is of the essence of this agreement and that the Parking Authority of the City of Camden will suffer financial loss if the Online Permit System is not installed within the time specified in the Project Completion Schedule, plus any approved extensions. Proposer also recognizes that the delay, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by the Authority if the Online Permit System is not installed on time.

Accordingly, instead of requiring such proof, the Parking Authority and Proposer agree that as liquidated damages for delay (but not as a penalty) the Proposer shall pay the Parking Authority One Hundred (\$100.00) Dollars, per day for each day that expires after the time specified in the Project Schedule until the Online Permit System is installed in satisfactory conditions to the Parking Authority.

VII. RIGHT TO REJECT COMPETITIVE CONTRACTING PROPOSALS AND ADDITIONS & DELETIONS

It is the intention of the Parking Authority of the City of Camden to award the Competitive Contract to the Vendor that satisfies the required experience & installations, is responsive to the Competitive Contracting Specifications and proposes the lowest total cost for the Project to the Parking Public. However, the Parking Authority in its sole discretion reserves the right to reject or accept any or all Competitive Contracting Proposals in whole or in part for the best interest of the Parking Authority of the City of Camden.

INSTRUCTIONS TO PROPOSERS

I. SECURING DOCUMENTS:

A. Copies of the Competitive Contract Specifications & Contract Documents are on file at the offices of the Parking Authority of the City of Camden, 10 Delaware Avenue, Camden, New Jersey 08103. Copies of the documents may be obtained from the Parking Authority under the conditions set forth in the Invitation to submit a Competitive Contracting Proposal and Proposer is responsible for fully understanding the scope of the work.

II. COMPETITIVE CONTRACTING FORM:

A. In order to receive consideration, Vendor's Competitive Contracting Proposal shall be in accordance with the following:

1. Competitive Contracting Proposals shall be made upon the forms provided therefore properly executed and with all the items filled out. Do not change the wording of the Competitive Contracting Proposal Forms and do not add words to the wording of the Competitive Contracting Proposal Form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the Competitive Contracting Proposal over the signature of the Proposer. All blank spaces must be filled in, with both words and number figures if requested. Ink or typewritten required, no pencil.

2. No telegraphic Competitive Contracting Proposal or telegraphic modification of a Competitive Contracting Proposal will be considered. No Competitive Contracting Proposals received after the time fixed for receiving them will be considered. Late Competitive Contracting Proposals will be returned to the Proposer unopened.

3. Each Competitive Contracting Proposal shall be addressed to the Parking Authority of the City of Camden and shall be delivered to said office under the conditions set forth in the Invitation to Competitive Contracting. The Competitive Contracting Proposal shall be enclosed in a sealed envelope bearing the title of the Competitive Contracting Proposed Work, the name of the Proposer, and date and hour of the opening. It is the responsibility of the Proposer to insure that his Competitive Contracting Proposal is submitted by the proper time.

III. BONDS:

A. *No Competitive Contracting Proposal Bond or security shall be required*

B. ***Performance Bond shall be required*** as stipulated in Section V – and as otherwise provided in these Competitive Contracting Proposal documents.

C. All bonds shall be issued and executed by Surety Companies Licensed to do business in the State of New Jersey and acceptable to the Parking Authority.

D. *Prior to signing the Contract, the Parking Authority will require the selected Vendor to secure and post a Performance Bond in an amount equal to Vendor gross compensation for providing the requested services to the CCPA for 2 Years.*

E. Consent of Surety. In addition to all other requirements, each Competitive Contracting Proposal must be accompanied by an appropriate Consent of Surety by a surety company qualified to do business in the State of New Jersey. The Surety Company must guarantee, that in the event the Proposer is awarded the contract, it will become surety for the full and faithful performance of the *contract in the amount equal to Vendor gross compensation for providing the requested services to the CCPA for 2 Years* and will furnish the Parking Authority with a performance bond for performance of the work or the furnishing of the materials and supplies. The security of the successful Proposer will be held until the contract is satisfied.

IV. PREVAILING WAGE RATE DETERMINATION LAWS:

All Proposers are hereby notified that compliance with the New Jersey Prevailing Wage Act (Chapter 150, Laws of 1963) and with any statutes, rules and/or regulations of the State of New Jersey applicable to the Project for which the Parking Authority is liable will be required, if applicable.

V. WITHDRAWAL OF COMPETITIVE CONTRACTING PROPOSALS:

A. Any Proposer may withdraw their Competitive Contracting Proposal, either personally or by written request at any time prior to the scheduled time for opening of Competitive Contracting Proposals.

B. All Contracts shall be either awarded or rejected within sixty (60) days after the opening of proposals unless the Parking Authority requests that Competitive Contracting Proposals shall be considered for a longer period of time whereupon the Proposer will be asked to consent to a longer period of time. If the contracting agent is unable to make an award within (60) days of opening the Competitive Contracting Proposals, it may with the

concurrence of the three apparent lowest responsible Proposers and their respective sureties, if any, agree to an extension not exceeding an additional thirty (30) days for the making of the award, in which case the contracting agent shall make the award or reject the Competitive Contracting Proposals on or before the end of the extended period.

VI. AWARD OR REJECTION OF COMPETITIVE CONTRACTING PROPOSALS:

The Contract, if awarded, will be awarded to the most responsive and responsible Proposer, offering the best technical solution and price based upon the evaluation criteria contained with this document. The Parking Authority's right to reject any or all Competitive Contracting Proposals and to waive any informality in the Competitive Contracting Proposals.

VII. EXECUTION OF AGREEMENT:

A. The form of Agreement which the successful Proposer, as Vendor, will be required to execute is included in the Contract Documents and must be carefully examined.

B. The Proposer to whom the contract is awarded by the Parking Authority shall, within five (5) days notice of award and receipt of Agreement forms from the Parking Authority, sign and deliver to the Parking Authority all required copies of the Agreement.

C. At or prior to delivery of the signed Agreement, the Vendor shall deliver to the Parking Authority the Performance Bond as required by the Contract Documents. All bonds shall be approved by the Parking Authority before the successful Proposer may proceed with the work.

D. Failure or refusal to furnish bonds or insurance certificates in the form satisfactory to the Parking Authority shall subject the Proposer to loss of time from the allowable performance period equal to the time of delay in furnishing the required material.

VIII. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO COMPETITIVE CONTRACTING PROPOSAL EVALUATION:

A. If any person contemplating submitting a Competitive Contracting Proposal for the work is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Parking Authority a written request for any interpretation or correction thereof not later than five (5) days before the Competitive Contracting Proposals will be opened.

B. Address all communications regarding this Work to the Parking Authority's representative, **Michael Ash, General Counsel** with copies to **Willie Hunter, Executive Director** and **Dionne Banks, Executive Assistant**.

C. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be emailed, faxed or mailed return receipt requested to all Vendors who have registered and received a Competitive Contracting Proposal Package. The Parking Authority will not be responsible for any other explanations or interpretations of the contract Documents.

IX. NOT APPLICABLE

X. NON-COLLUSION AFFIDAVIT :

Each Proposer submitting a Competitive Contracting Proposal to the Parking Authority for any portion of the work contemplated by the documents on which Competitive Contracting is based shall execute and attach thereto an affidavit, substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any person, firm or corporation in regard to any Competitive Contracting Proposal submitted.

XI. STATEMENT OF PROPOSER'S QUALIFICATIONS:

A. In accordance with P.L. 1977 Chapter 33, every corporation, and or partnership submitting a Competitive Contracting Proposal, shall prior to the receipt of the Competitive Contracting Proposal by the Parking Authority or accompanying said Competitive Contracting Proposal, submit a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or if all individual partners in the partnership who own a 10% or greater therein, as the case may be. If one or more such stockholder, or partner, is itself a corporation or partnership, the stockholder holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnerships the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, an individual partner exceeding the 10% criteria established by this notice, shall have been listed.

B. Each Proposer shall submit to the Parking Authority along with his Competitive Contracting Proposal a statement of their qualifications (Competitive Contracting Proposal Qualification Form is attached hereinafter).

C. All pertinent data requested must be filled in since the Proposer's qualifications will be a factor in awarding the Contract.

XII. CONTRACT PRICE:

A. The obligation of the Parking Authority to award the Concession for Online RPP and HC Permitting Services shall be based upon Vendor's; prior experience, technical solution, ease of operation, reliability and prices to be charged the CCPA and/or Public Parkers for registration, including any convenience fee to be charged the public use of Vendor's Online Permit System, and any other fees or start-up cost proposed by the Proposer.

XIII. PAYMENTS: Not Applicable

XIV. TIME AND MANNER: All Work shall be completed strictly in accordance with the provisions as set forth hereinafter.

XV. CONTRACT NOT TO BE ASSIGNED, SUBCONTRACTING PERMITTED WITH PARKING AUTHORITY'S APPROVAL:

A. The Vendor shall constantly give his personal attention to the faithful execution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Parking Authority, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the written consent of the Parking Authority, and the Surety on the Performance Bonds. Any assignment or subletting in violation thereof shall be void and unenforceable.

B. A Vendor shall disclose in its Competitive Contracting Proposal the name and address of its subcontractor. The subcontractor shall also fill out a "Statement of Proposer's Qualification", using the same form contained within the Competitive Contracting Proposal package, as is required of the general Vendor. The Vendor shall be jointly and severally liable for the subcontractor's performance under the terms of the contract, including nonperformance.

XVI. NON-DISCRIMINATION:

Proposers are required to comply with the requirements of P.L. 175 C 127., Affirmative Action Affidavit", which is explained in the next section.

XVII. AFFIRMATIVE ACTION PROCUREMENT AND SERVICE CONTRACT

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

A. The Vendor 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, sex, affectional or sexual orientation. The Vendor, will take affirmative action to insure 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 or sex, affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

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

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the Vendor's commitments under this act shall post copies of this notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulation promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the American with Disabilities Act.

E. The Vendor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

G. “The Vendor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure 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 laws and applicable federal court decisions.”

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

Provisions (d), (e), (f), (g), or (h) not required for subcontractors with four (4) or fewer employees or a Vendor who has presented evidence of a federally approved or sanctioned

Affirmative Action Program. ***The successful Vendor must submit one of the following forms of evidence:***

1. Letter of Federal Approval
2. NJ Certificate of Employee Information Report
3. Complete form AA302
4. NJ Business Registration Certificate

Affirmative action evidence must be submitted within seven (7) days after receipt of notification of intent to award the contract, or receipt of the contract, or issuance of a Purchase Order, whichever is sooner.

Section II

COMPETITIVE CONTRACTING PROPOSAL TECHNICAL SPECIFICATIONS

The Parking Authority of the City of Camden (PACC) is seeking a vendor to provide an online web-based solution for the issuance and management of Residential Parking Permits (RPP) and for the management of Handicapped (HC) Parking Spaces and Annual Resident HC Permit credential verification within the City of Camden. The City of Camden currently has 7 RPP Zones administered, managed and enforced by the Camden Parking Authority. The PACC issues approximately 1,000 RPP Permits per year. The application process is paper intensive and requires applicants to physically appear at the PACC Customer Service Office to submit paperwork. RPP Permits are renewed annually. A copy of the Camden RPP Program regulations and forms are attached as an Exhibit to the Request for Competitive Contracting (RCC).

Required Solutions:

It is the intent of the PACC to eliminate the requirement for residents to physically appear at the PACC's Customer Service Office and be able to apply online for initial or annually renew RPP Permits and renew Handicapped Parking Permit Spaces. The PACC requires an online web-based software management system for the RPP System, searchable by PACC staff for RPP Permit Holders by; name, property tax map lot & block and/or street address. The PACC requires; the elimination of paper files, ability for City residents to file RPP applications online and upload qualification documents; creation of electronic/virtual files for each resident application, ability for PACC staff to remotely review application and supporting documents to verify and approve applicant eligibility to participate in the RPP Program prior to logging applicant into the RPP System.

Vendor Solution Components:

Vendors web-based solution must contain the following components:

- Seamless Portal from PACC's website to Vendors RPP Application Program
- Ability for Residents to fill out RPP Application online
- Ability for Residents to easily Upload supporting RPP or Handicapped Permit residency Documents via; scanner, fax, cell phone photo, or other method.
- Electronic Transmittal of Resident Pending File to PACC Customer Service Office for review and approval
- Upon PACC approval of RPP application and credentials, cashiering of resident application administrative or renewal fee
- Vehicle License Plate to act as resident's Virtual RPP permit
- Ability to Set a Limited number of RPP Permits issued to any single address

- Must Interface with Vigilant/Motorola LPR in-vehicle equipment for Enforcement of RPP Zones and not require the use of Vendor mobile phone app or Vendor hardware for look up of license plates or permits numbers.
- Must Interface with Vigilant/Motorola LPR systems so that Vigilant software and LPR system will automatically read and recognize a license plate is registered to a RPP System and is parked in the appropriate RPP Zone without PEO operator interaction with the system
- Vendor Customer Service Help Center- Minimum Availability Monday thru Friday from 7AM to 7PM EST.

Online Permit System - Mandatory Questions

PROPOSERS SHALL RESPOND TO ALL TECHNICAL QUESTIONS LISTED IN THIS SECTION. INCLUDE ANSWERS, DOCUMENTATION AND EXPLANATIONS IN SUBMITTAL, ALONG WITH PRICE QUOTATIONS

Description Comments

1. Describe how a customer registers to use your system for the first time.
2. Describe in detail what transaction options are available to the customer.
3. Can customers review their profile and parking history over the Internet? Do you have alternatives? Describe?
4. Describe in detail what security requirements and systems are in place to protect our data as well as the customers'.
5. List and attach copies of any security payment certifications your company holds.
6. If RPP users are required by the CCPA to pay an annual membership fee, describe how fee will be collected during initial and renewal processing.
7. Does your system require a per use or transaction fee? If so, how much?
8. Can a customer use your system without any hangtags, barcodes or other items displayed or attached to their vehicle? Explain your ID system.
9. If a processing and/or renewal fee is required by the CCPA describe the process by which PACC will be reimbursed for parking permits processed through your system. How often is payment made to CCPA; daily, weekly, other? By what means (check, wire, automatic deposit, etc) is payment made.
10. Describe the various Customer Service options your system provides a customer. Does your system have a mobile app? Does your system have a toll-free number?
11. What days and hours can a customer contact a live person for customer support? Do you have a Helpdesk located in the United States? When is your help desk available, 24/7/365? Languages

in addition to *English and Spanish* your customer assistance personnel are fluent in?

12. Describe your process for resolving customer complaints.
13. Attach a copy of your customer service manual and dispute resolution policy and procedures.
14. Describe how RPP and HC resident documents required to identify a vehicle by the CCPA are uploaded to your system, and what is required to identify a vehicle to a specific on-street parking space, location or parking facility.
15. Identify the location, number of permits, spaces managed, etc of your five (5) largest municipal or government customers in the US. Where, and for how long have they been your customer?
16. Describe the process your system utilizes to notify customers of pending or expired permits. Please provide specific details as to the process used. Is this at an additional cost? What is the fee/amount for the service?
17. What is the credit card settlement process used by your system/software? Is your system able to deal with real-time credit card authorization? Provide samples of reports. Can report data be exported to Excel/csv.? Please describe.
18. What limitations if any does your system have when processing different RPP parking zones and time and/or enforcement restrictions?
19. Does your system integrate with Vigilant/Motorola's mobile LPR readers and enforcement software system, including in-vehicle information dashboard and able to be enforced by (high volume) license plate recognition?
20. Does your system push RPP and HC registration and permit holder information wirelessly, in real time? If yes, please explain process.
21. Does your organization develop and own its core technology or is it licensed from a third party? Are there any other solutions or services your organization is offering? If so, provide details?
22. Is the enforcement component system compatible with commercially available handheld devices (Windows Mobile operated).
23. Disclose any and all software, training, transaction, notice processing, permit issuance, credit card fees or charges to be paid by PACC for your service and solution?
26. Having a highly reliable system is a key concern to the CCPA. Describe your system's reliability in terms of uptime. Is the system hosted? Who are the hosting partners? What events typically cause "down time" and for how long? What uptime do you guarantee?
27. Does your system allow Administrator or Manager queries or simple queries. Respondent shall provide samples of reports along with their proposals. The reports software should provide report

capability on all information gathered. Report properties shall be user definable. Data and reports shall be exportable electronically to external database or spreadsheet software

28. Describe any and all 3rd party software, components and hardware necessary for the CCPA to operate your system; administratively, in customer service department assisting walk-in applicants, and in the field enforcing. Provide the cost for any and each 3rd party software, components or hardware required. To manage, operate or enforce your solution.

Technical manuals

1. Winning vendor shall provide system manuals, if necessary.
2. All manuals shall be written in American English.

2.0 PLACE OF PERFORMANCE

The Online Permit System shall be installed within the City of Camden, no later than December 31, 2021.

3.0 PERIOD OF PERFORMANCE

The initial contract for Online Permit System shall be for a term of two (2) years, with the option to renew for an additional three years in one-year increments for a total contractual period of not more than five (5) years.

4.0 EXCEPTIONS TO COMPETITIVE CONTRACTING PROPOSAL SPECIFICATIONS

Exceptions to the Competitive Contracting Proposal Specifications shall be provided by the Respondent in writing. The Respondent shall reference the specific item(s) or qualification to which the Respondent takes exception and shall include the Respondents exception and/or solution to the item or qualification requested by the PACC.

The PACC reserves the right to except or reject any and all exceptions made by any Respondent to the Competitive Contracting Proposal Specifications

SECTION III

COMPETITIVE CONTRACTING PROPOSAL FORMS AND AGREEMENT

COMPETITIVE CONTRACTING PROPOSAL COVER LETTER

(To be submitted on Company Letterhead)

Parking Authority of the City of Camden
10 Delaware Avenue
Camden, New Jersey 08103

Dear Executive Director Hunter:

(I)/(We) hereby certify that (I)/(We) have read each and every part of this Competitive Contracting Proposal and advertisement and understand that failure to comply with any statement, part or request of this Competitive Contracting Proposal will be cause for rejection thereof.

Our Competitive Contracting Proposal Form, **Online Permitting Service shall be for a term of two (2) years, with the option to renew for an additional three years in one-year increments for a total contractual period of not more than five (5) years.** as stated in the Competitive Contracting Proposal Specifications, is attached to this cover letter.

We understand that the Parking Authority reserves the right to accept and reject any proposals in the best interest of the Parking Authority.

We will complete all installations no later than _____, 2021

Submitted by:

Authorized Officer's Signature

Title:

**COMPETITIVE CONTRACTING PROPOSAL FORM
ONLINE PERMITTING SERVICES Page 1 of 2**

Company/Name _____

Address: _____

Ph. # _____ Fax # _____ Email _____

VENDOR PRICE STRUCTURE:	MONTH	YEAR
Software Fee - Year 1	\$ _____	\$ _____
Software Fee - Year 2	\$ _____	\$ _____
Software Fee - Year 3	\$ _____	\$ _____
Software Fee - Year 4	\$ _____	\$ _____
Software Fee - Year 5	\$ _____	\$ _____
Installation Fee - Year 1		\$ _____
Training Fee – Year 1		\$ _____
Customer Service Center (Specify Hours of Operation)	\$ _____	\$ _____
Additional Training Hourly Rate	\$ _____	
Point of Sale Terminal	\$ _____	
Fulfillment of Physical Permits (If Required by CCPA)	\$ _____	
- Fee + Stamp Per Mailer	\$ _____	
Mail Notification – Excluding Stamp	\$ _____	
- Fee/Unit Cost Per Mailer	\$ _____	
Credit Card Fees:		
- Processing	\$ _____	
- Transaction/Swipe Fee	\$ _____	

Any Other Fee Required to be Paid By PACC: Specify Purpose: _____

Cost:

Year 1 PACC Fee: _____ \$ _____
Year 2 PACC Fee: _____ \$ _____
Year 3 PACC Fee: _____ \$ _____
Year 4 PACC Fee: _____ \$ _____
Year 5 PACC Fee: _____ \$ _____

Any Other Fee Required to be Paid By PACC: Specify Purpose: _____

Cost:

Year 1 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 3 \$ _____
Year 4 \$ _____

Any Other Fee Required to be Paid By PACC: Specify Purpose: _____

Cost:

Year 1 PACC Fee: _____ \$ _____
Year 2 PACC Fee: _____ \$ _____
Year 3 PACC Fee: _____ \$ _____
Year 4 PACC Fee: _____ \$ _____
Year 5 PACC Fee: _____ \$ _____

The Proposer hereby agrees to the terms and conditions contained in the Competitive Contracting Proposal Specifications of the Parking Authority of The City of Camden for **RPP & HC Online Permit Services**

Dated: _____

Signature: _____

Name: _____

Title: _____

**FORM OF AGREEMENT BETWEEN PARKING AUTHORITY OF THE CITY OF
CAMDEN AND VENDOR**

This Agreement made this _____ day of _____ in the year of Two Thousand and Twenty-One (2021), between PARKING AUTHORITY OF THE CITY OF CAMDEN (hereinafter called the “CCPA” or “Parking Authority”), and
_____ VENDOR.

WHEREAS, Parking Authority has publicly advertised and solicited for Competitive Contracting Proposals for the installation of an Online Permit System; and

WHEREAS, Vendor proposes to install an Online Permit System according to the technical specifications of the Parking Authority; and

WHEREAS, Vendor possesses the unique and specialized expertise necessary to as set forth in the Competitive Contracting Proposal specifications prepared by the Parking Authority; and

WHEREAS, Vendor proposes to install the Online Permit System according to the fees in the Competitive Contracting Proposal Form attached hereto and made a part of this agreement

NOW THEREFORE, The Parking Authority and the Vendor agree as set forth as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

The contract Documents consist of this Agreement, Conditions of the Contract (General and other), Competitive Contracting Proposal Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto, as well as all documents relating to the advertisement of Competitive Contracting Proposals and a notice to Proposers and the Vendor’s Competitive Contracting Proposal dated on or about _____, 2021. All of said Documents are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 9.

ARTICLE 2 - THE WORK

The Vendor shall perform all the Work required by the Contract Documents, in order to install an Online Permit System. This Work shall include furnishing all supervision, personnel, labor, materials, equipment and services necessary for the proper completion of all Work in an efficient and workmanship manner.

ARTICLE 3 - VENDOR FEE

The Vendor is to be paid based on the Competitive Contracting Proposal, line item unit prices as specified in Vendor's Competitive Contracting Proposal Form.

ARTICLE 4 - CONTACT PERSON

All questions and comments regarding the work should be directed to:

Parking Authority of the City of Camden
Willie Hunter, Executive Director
Michael Ash, General Legal Counsel
10 Delaware Avenue
Camden, New Jersey 08103

ARTICLE 5 - TIME OF COMMENCEMENT AND COMPLETION

The Parking Authority shall provide the Vendor with a letter authorizing Vendor to proceed with the installation of the Online Permit System, on or about **NOVEMBER 1, 2021**. Installation by Online Permit System shall begin on **NOVEMBER 1, 2021** and be completed by **DECEMBER 31, 2021** unless a later installation date is specified by Parking Authority.

ARTICLE 6 – PAYMENT

Not Applicable.

ARTICLE 7 - FINAL PAYMENT

Not Applicable.

ARTICLE 8 -

Not Applicable

ARTICLE 9 - MISCELLANEOUS PROVISIONS

The Contract Documents which constitute the entire Agreement between the Parking Authority and the Vendor, except for Modifications issued after execution of this Agreement, are as follows:

- A. The Agreement Between Parking Authority & Vendor
- B. Invitation to Competitive Contracting Proposal
- C. Instructions to Proposer
- D. Vendor’s Competitive Contracting Proposal dated on or about _____, 2021
- E. Vendor Bid Sheet with Fee Schedules
- F. General Conditions
- G. Technical Specifications
- H. Affirmative Action Statements & Certifications

This Agreement executed the day and year first written above.

Attest & Dated: _____

PARKING AUTHORITY OF THE CITY OF CAMDEN

Secretary: BY: _____
Willie Hunter, Executive Director

Attest & Dated: _____

VENDOR:

Name:
Secretary/Vice President

BY: _____
Name:
Title

SECTION IV

PROPOSERS QUALIFICATIONS AND STATEMENTS

All questions must be answered and the data given must be concise, comprehensive and acceptable to the Parking Authority. Attach separate sheets with answers to signed and notarized Statement of Proposer Qualifications.

1. Firm name.
2. Principal address.
3. Year firm was organized.
4. Where and when incorporated, if applicable.
5. Years of firm's experience in similar Online Permit Systems
6. List of US Online Permit System projects demonstrating:
 - 10 US installations in past 3 Years
7. Provide name of City, Contact Person, Telephone number, and total number of users registered to the Online Permit System
8. List default experience on previous contracts.
9. List present comparable contracts presently underway.
10. List principals and/or partners, supervisory personnel available for this contract.
11. Financial statement within the last six months and last Fiscal or Calendar Year Financial Statement. Audited Financial Statements preferred.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Parking Authority verifying data submitted in the Statement of Proposers Qualification.

Date: _____

Company Name

By: _____

Title: _____

State of: _____

County of _____

_____, being duly sworn, deposes and says that he is the

_____ of _____

and that the answer to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn before me this _____ day _____ 2021.

Notary Public State of
My commission expires

SECTION V
COMPETITIVE CONTRACTING PROPOSAL AND PERFORMANCE BONDS MUST
BE ISSUED
BY QUALIFIED CORPORATE SURETIES

Competitive Contracting Proposal and Performance Bonds issued by corporate sureties may be furnished only by those corporate sureties listed in the current U.S. Treasury Department Circular 570. The amount of the bond shall not exceed the underwriting limitation listed for that company in Circular 570. The corporate surety must be qualified to do business in the State of New Jersey and shall furnish with its Competitive Contracting Proposal bond or certificate of surety a certificate issued by the New Jersey Department of Insurance, indicating that it is qualified to do business in the State of New Jersey. Additionally, the bond or certificate of surety shall be accompanied by a certification as to the authorization of the attorney-in-fact to commit the surety company and a true and correct statement of the financial conditions of said company.

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____,
as Principal, and _____ as Surety, are hereby held and firmly bound
unto the PARKING AUTHORITY OF THE CITY OF CAMDEN, in the COUNTY OF
CAMDEN, STATE OF NEW JERSEY, in the penal sum of \$ _____ for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 2021.

The condition of the above obligation is such that whereas the Principal has submitted to the
Parking Authority a certain Competitive Contracting Proposal, attached hereto and hereby made a
part hereof to enter into a contract in writing for the:

ONLINE PERMIT SYSTEM

NOW THEREFORE, If said Competitive Contracting Proposal shall be accepted and the Principal
shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed
in accordance with said Competitive Contracting Proposal) we as Surety shall furnish a bond for
the Principal's faithful performance of said contract, and for the payment of persons performing
labor or furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said Competitive Contracting Proposal, then this obligation
shall be void. Otherwise this Performance Bond shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall in no
event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall in no way be impaired or affected by any extension of the time in which the
PARKING AUTHORITY may accept such Competitive Contracting Proposals and said Surety
does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

DATED: _____

Principal

DATED: _____

Surety

CONSENT OF SURETY

A performance bond will be required from the successful Proposer on this project, and consequently, all Proposers shall submit, with their Competitive Contracting Proposal, a certificate in substantially the following form:

TO: PARKING AUTHORITY OF THE CITY OF CAMDEN

RE: _____
(Vendor)

ONLINE PERMIT SYSTEM

This is to certify that the _____ will
(Surety Company)
provide to _____ a performance bond in the full amount
(Vendor)
of \$ _____

in the event that said vendor is awarded a contract for the above project.

(Authorized Agent of Surety Company)

CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE COMPETITIVE CONTRACTING PROPOSAL.

SECTION VI

AFFIRMATIVE ACTION COMPLIANCE

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

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

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

(a) A photocopy of a valid letter that the 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. 17:27-4;

OR

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

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

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

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

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

DATE: _____

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

SECTION VII

WITHDRAWAL, MODIFICATION OR ALTERATION OF PROPOSAL

Prior to the RFP opening, changes may be made provided the change is initialed by the respondent or authorized agent. Also, a proposal may be withdrawn upon written request of the respondent prior to the scheduled closing time for accepting proposals. Negligence on the part of the respondent in preparing their proposal confers no right to withdraw their response after the scheduled closing time for filing proposals.

As a result of any of these actions, if the intent of the respondent is not clearly identifiable, the interpretation most advantageous to the PARKING AUTHORITY OF THE CITY OF CAMDEN will prevail.

SECTION VIII

PROPOSAL EVALUATION

1. PROPOSAL REVIEW

A selection review committee will be appointed to evaluate the proposals received. The PARKING AUTHORITY OF THE CITY OF CAMDEN reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defect if, in the PARKING AUTHORITY OF THE CITY OF CAMDEN's sole judgment, the best interests of PACC will be so served.

2. PROPOSAL EVALUATION CRITERIA

PACC staff and/or other persons selected by PACC will conduct evaluations of proposals by a two-step process. In Step 1 the committee will evaluate all responsive proposals based upon the quality of the information and references contained in the proposals as submitted.

In Step 2 the committee may conduct oral presentations with the finalists (short-listed firms) and re-score and re-rank the finalists (short-listed firms') proposals. The first ranked proposer will be recommended to the PACC Board of Commissioners for award of a contract.

Evaluation of proposals will be performed utilizing the following evaluation criteria and assigned points:

1. **Qualifications** and proven expertise, including number of similar projects completed and the specific method in which these projects were achieved, qualifications of proposer and staff. Proposer needs to state here their proven integrated solutions and comprehensive strategy. Proposed systems layout, capabilities and versatility. Secure Payment Compliance and other certifications **(10 POINTS)**

2. **Technical Solution.** Responsiveness to CCPA's Technical Solution Requests and ability to fulfill CCPA RPP, HC needs, including integration with existing Vigilant/Motorola Mobile LPR Enforcement System. Overall ease of use for the customer and CCPA's Administration personnel. System flexibility, Proposed System Acceptance Plan and implementation schedule. **(40 POINTS)**

3. **Past Proven Performance**, including current and past client recommendations. **(10 POINTS)**

4. **Financial resources and stability of the Proposer.** **(10 POINTS)**

5. **Cost:** Price for annual software management system fee, transaction charged to customer and other cost proposed to be charged PACC by Vendor. **(30 POINTS)**

3. TOTAL POSSIBLE POINTS: 100

PACC reserves the right, before awarding any contract to require a Proposer to submit evidence of its qualifications as PACC may deem necessary, and to consider evidence of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

PACC reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

PACC reserves the right to award a contract to a Proposer or to more than one Proposer who will best serve the best interest of PACC. PACC reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. PACC also reserves the right to waive minor irregularities or variations to the specifications and in the Competitive Contracting Proposal process.

4. NOTE REGARDING PRICE PROPOSAL POINTS:

The firm providing the lowest cost to the City will receive the maximum of 20 points (100%). Number 2 will receive 16 points (80%), Number 3 will receive 12 points (60%) and other Proposers will be ranked in descending order of 10 – 8 – 6 – 4- 2 Points.

5. SYSTEM ACCEPTANCE TEST

A System Acceptance Test of the proposed Online Permit System is required to be performed by the awarded Contractor to demonstrate that the proposed system meets the requirements of this RFP. The Proposer shall include in their response submittal a System Acceptance Test Plan including an implementation time-line schedule.

6. CLARIFYING PROPOSAL DURING EVALUATION PERIOD

During the evaluation process, PACC has the right to require any clarification or change it needs in order to understand the respondent's view and approach to the project and scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the successful proposer's contract.

7. ORAL INTERVIEWS AND PRODUCT DEMONSTRATIONS

During the evaluation process, PACC may choose to interview a select number of proposers. Proposers should be prepared to make a presentation to PACC including an operating demonstration of the proposed equipment and software.

SECTION IX

CONTRACT AWARD

1. VENDOR SELECTION

PACC will award a contract to the proposer whose proposal is considered and evaluated as being the most advantageous to PACC

2. CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful proposer may become a part of the final contract.

3. FAILURE TO EXECUTE CONTRACT

Failure on the part of the respondent to whom a contract is awarded to execute the contract and deliver the contract within twenty (20) calendar days shall be just cause for cancellation of the award and withdrawal of the contract. Award may then be made to the next lowest acceptable Proposer, or the work may be re-advertised, or otherwise disposed of as PACC may decide.

APPENDIX 1

Letter of Proposal

To be typed on Respondent's Letterhead.

Mr. Willie Hunter
Parking Authority of the City of Camden
10 Delaware Avenue
Camden, NJ 08103

Dear Mr. Hunter:

The undersigned has reviewed our Qualifications Statement submitted in response to the Request for Competitive Contract (RCC) issued by the Parking Authority of the City of Camden ("Authority"), dated September 22, 2021 in connection with the Authority's need for an Online Permit Parking System.

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

By: _____
Title

Appendix 2

*To be typed on Respondent's Letterhead.
No modifications may be made to this letter.*

[insert date]

Mr. Willie Hunter
Parking Authority of the City of Camden
10 Delaware Ave.
Camden, NJ 08103

Dear Mr. Hunter:

The undersigned, as Respondent, has/have submitted the attached Qualifications Statement in response to a Request for Qualifications (RFQ), issued by the Parking Authority of the City of Camden ("Authority") dated September 22, 2021 in connection with the Authority's need for Online Permit System Services.

(insert Name of Respondent) HEREBY STATES:

1. The Qualifications Statement contains accurate, factual and complete information.
2. (insert Name of Respondent) agree(-s) to participate in good faith in the procurement process as described in the Request for Competitive Contract ("RCC") and to adhere to the Authority's procurement schedule.
3. (insert Name of Respondent) acknowledge(-s) that all costs incurred by it/them in connection with the preparation and submission of the Qualifications Statement and any proposal prepared and submitted in response to the RCC, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (insert Name of Respondent) hereby declare(-s) that the only persons participating in this Response to RCC as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualifications Statement or in any contract to be entered into with respect thereto. Additional persons may

subsequently be included as participating Principals, but only if acceptable to the Authority.

5. (insert Name of Respondent) declare(-s) that this Qualifications Statement is made without connection with any other person, firm or parties who has submitted a Qualifications 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.

6. (insert Name of Respondent) acknowledge(-s) and agree(-s) that the Authority may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Authority shall have no liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RCC.

7. (insert Name of Respondent) acknowledge(-s) that any contract executed with respect to the provision of Online Permit System Services must comply with all applicable affirmative action and similar laws. Respondent hereby agree(-s) to take such actions as are required in order to comply with such applicable laws.

[Signature of Authorized Person on behalf of Respondent]

Dated: [insert]

Name: [Type name and title]

Firm: [Type name of firm]

EXHIBIT – 1
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Vendor and the Parking Authority of the City of Camden, (hereafter “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. § 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 there unto, 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 Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Parking Authority in any action or administrative proceeding commenced pursuant to this Act. The Vendor 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 violation. The Vendor 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 Vendor agrees to Competitive Contracting Proposal 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 Vendor 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 Vendor 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 Vendor 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 Vendor pursuant to this contract will not relieve the Vendor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Parking Authority pursuant to this paragraph.

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

Exhibit - 2

PUBLIC WORKS VENDOR REGISTRATION ACT

The Public Works Vendor Registration Act (PWCRA) requires that all Vendors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$11,892 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term “Competitive Contracting Proposal”, contracting units are advised to read that as meaning to “submit” a price proposal.” Thus, the law applies to the formal Competitive Contracting Proposal process where the contract is awarded to the lowest responsible Proposer, and the receipt of informal quotations awarded to the vendor whose proposal is the “most advantageous, price and other factors considered.”

Under the law a *Vendor* is a “person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to Vendors based in New Jersey or in another state.

The PWCRA defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,...
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

SECTION V: Competitive Contracting Proposal Forms

1. The law applies to all “public works contracts” that exceed the contracting unit’s prevailing wage threshold, as set by N.J.S.A 34:11-56.26 (a) and (b).
2. The law applies to contracts for which public Competitive Contracting Proposal is required, as well as those for which quotations are received.
3. All named Vendors in a Competitive Contracting Proposal (including out-of-state Vendors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: “Received,” in context of when “proposals are received,” means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

4. The law requires Vendors to submit certificates after a Competitive Contracting Proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After Competitive Contracting Proposal proposals are received, and prior to contract award, the Vendor most likely to receive the contract award must submit to the public entity copies of certifications of all listed sub-Vendors.
6. The contracting agent must review the certificates to be sure they were in effect at the time the Competitive Contracting Proposal proposals were received.
7. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
8. Competitive Contracting Proposal documents need to inform those submitting proposals of these requirements.
9. Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

It is specifically recommended that language be included in specifications especially those sections regarding “Instructions to Proposers” advising potential Proposers that:

1. All named sub-Vendors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
2. Any non-listed sub-Vendor must be registered with the Department of Labor prior to physically starting work.

A Vendor’s certification can be confirmed by contacting the Department of Labor’s [Division of Wage and Hour Compliance website \(www.nj.gov/labor/lssc/lspubcon.html\)](http://www.nj.gov/labor/lssc/lspubcon.html). This site only shows approved Vendors; there is no “pending” approval or a “grace” period. If a contracting unit encounters a problem in its review of certifications, or difficulty in making an award because of a non-registered Vendor, they should contact the Vendor Registration Unit as soon as possible.

N.J.S.A. 34:11-56.56 provides several methods for the Department of Labor to enforce the law. The Department can deny renewal, revoke or suspend the registration of a Vendor for a period of not more than five years, or, as a condition of initial or continued registration, require a surety bond payable to the State of New Jersey.

Additional information on the PWCRA can be obtained from the:

Vendor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: contreg@dol.state.nj.us
PO Box 389	Web site: www.nj.gov/labor/lsse/lspubcon.html
Trenton, New Jersey 08625-0389	

The web site has links to the PWCRA Registration Form, Listing of Vendors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

Exhibit – 3
Affidavit of Non-Collusion

State of New Jersey

County of _____

I, _____ residing in _____

(Name of Affiant)

(Name of Municipality)

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

I am _____ of the firm of _____
(Title or Position) (Name of Firm)

_____ the Bidder making this Proposal for the Bid entitled Online Permit System Services, and that I executed the Proposal with full authority to do so that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Bidding in connection with the above named project, and that all statements contained in said Proposal and this affidavit are true and correct, and made with full knowledge that the Parking Authority of the City of Camden 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 project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

Subscribed and sworn to before me

This _____ day of _____ 2021.

Signature

Notary Public of
affiant under signature)

Name (Type or print name of

My Commission Expires
(Seal)

EXHIBIT – 4 EEOC LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES CONTRACTS (Mandatory Affirmative Action Language)

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance

with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

EXHIBIT – 5
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of 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 party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name:

Relationship to Bidder/Vendor:

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Vendor:

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 below-referenced person or entity. I acknowledge that PACC 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 contracts with PACC to notify PACC 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 agreements(s) with PACC and that PACC at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature: _____

Title: _____

Date: _____

Bidder/Vendor: _____

EXHIBIT – 6

**Parking Authority of the City of Camden
COMPETITIVE CONTRACTING PROPOSAL DOCUMENT CHECKLIST***

Required by Parking Authority	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	□□□
<input checked="" type="checkbox"/>	Competitive Contracting Proposal Form	□□
<input checked="" type="checkbox"/>	References	□
<input checked="" type="checkbox"/>	Status of Present Contracts	□□□
<input type="checkbox"/>	Equipment Certification	□□□
<input checked="" type="checkbox"/>	Competitive Contracting Proposal Guarantee (with Power of Attorney for full amount of <i>Competitive Contracting Proposal Bond</i>)	□
<input checked="" type="checkbox"/>	Public Works Vendor Certificate	□□□
<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Competitive Contracting Proposal Price)	□□
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	□□□
<input checked="" type="checkbox"/>	Prevailing Wage	□□
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	□□□
<input checked="" type="checkbox"/>	Proof of Business Registration	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	

****This form need not be submitted. It is provided for Proposer's use in assuring compliance with all required documentation.***