REQUEST FOR PROPOSALS

PROPERTY MANAGEMENT SERVICES

FEBRUARY 11, 2019

Mandatory Pre-Proposal Meeting and Site Visit
Monday, March 4, 2019 at 1:30 pm EST

Questions Due
Thursday, March 7, 2019 at 2:00 pm EST

Proposals Due
Thursday, March 21, 2019 at 2:00 pm EST

Delaware River Port Authority
One Port Center
2 Riverside Drive
Camden, NJ 08103
Attention: Karen L. Cyphers
Phone: 856-968-2087
klcyphers@drpa.org
REQUEST FOR PROPOSALS

PROPERTY MANAGEMENT SERVICES

DISCLAIMER

The contents and information provided in this Request for Proposals (“RFP”) are meant to provide general information to interested parties. The successful Proposer(s) chosen by the Delaware River Port Authority (“DRPA” or “Authority”) will be required to execute a contract (“the Agreement”) with the DRPA that will govern the rights, duties, and obligations between the DRPA and the successful Proposer(s). ACCORDINGLY, THE TERMS SET FORTH WITHIN THIS RFP DO NOT CONSTITUTE ANY CONTRACT BETWEEN THE DRPA AND THE SUCCESSFUL PROPOSER(S). MOREOVER, THE DRPA ACCEPTS NO RESPONSIBILITY FOR ANY OMISSIONS OR DELETIONS RELATING TO THIS RFP.

SOLICITATION LETTER

This RFP is being issued by the DRPA to invite qualified and experienced professional facility management firms (“Proposer” or “Consultant”) to submit proposals to provide PROPERTY MANAGEMENT SERVICES in connection with its procurement process.

QUESTIONS

Any questions regarding this RFP must be sent electronically to Karen L. Cyphers, Contract Administrator, at klcyphers@drpa.org AND Amy Ash, Manager of Contract Administration, at alash@drpa.org. Please put “PROPERTY MANAGEMENT” in the subject line of your email. The deadline for submission of questions is 2:00 pm EST, Thursday, March 7, 2019. Questions submitted after this date will not be answered. Questions presented by any Proposer, and the DRPA’s answers to such questions, will be shared with all Proposers who are being considered.

The DRPA will not be bound by any formal explanation, clarification, or interpretation, oral or written, by whomever made, that is not incorporated into the Addenda duly issued by the DRPA.
SINGLE POINT OF CONTACT

The DRPA has established a single point of contact for this procurement. From the issue date of this RFP and until full execution of the Contract Agreement, the Sole Point of Contact shall be the Contract Administrator whose name and contact information appears below. Please refer all inquiries to this Contracting Officer.

Any violation of this condition may be cause for the DRPA to reject the offending Proposal or rescind the contract award. Proposers agree not to distribute any part of their proposals beyond the Contracts Department. A proposer that shares information contained in its proposal with other DRPA personnel and/or with a competing proposer may be disqualified and its proposal may be rejected.

The single point of contact for this project is:

Karen Cyphers, Contract Administrator
klcyphers@drpa.org
856-968-2087

NON-DISCRIMINATION

The DRPA is firmly committed to providing full and equal business opportunities to all persons regardless of race, color, religion, gender, national origin, age or non-job related disability. In that regard, the DRPA will affirmatively assure that minority and female-owned business enterprises are afforded equal opportunities to submit proposals for consideration for all purchases and contracts issued in connection with this project. Prospective Proposers should understand that the participation of certified MBEs and WBEs is a matter of great interest in the evaluation of all proposals.

THE AUTHORITY WILL NOT HONOR ANY ATTEMPT BY A PROPOSER TO DESIGNATE ITS ENTIRE RESPONSE AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE RESPONSE. SEE SECTION IV REGARDING RESTRICTIONS ON USE OF DATA.
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SECTION I

INTRODUCTION

A. GENERAL OVERVIEW

The DRPA is a bi-state corporate instrumentality of the State of New Jersey and the Commonwealth of Pennsylvania. The DRPA owns and operates four major toll bridge crossings of the Delaware River; the Benjamin Franklin Bridge, the Walt Whitman Bridge, the Commodore Barry Bridge, and the Betsy Ross Bridge. Each bridge facility includes office buildings, maintenance shops, garages, and other buildings and structures. In addition, the DRPA owns real property in the vicinity of the bridges.

The Authority’s wholly-owned transit subsidiary, Port Authority Transit Corporation ("PATCO") operates a rapid transit line providing public transport service between Philadelphia and Southern New Jersey. PATCO’s transit system includes an administrative and maintenance facility at Lindenwold and thirteen (13) stations along the approximately 14.2 mile route. The DRPA owns the nine (9) stations in New Jersey and leases the four (4) Philadelphia stations from the City of Philadelphia.

Combined, the DRPA and PATCO currently have a five (5) year capital program of approximately $755 million.

Additional information regarding the DRPA and its operations can be obtained by reviewing annual reports available on the DRPA’s website at www.drpa.org, “About DRPA, Annual Reports.” (Note: Annual Reports for the years 2001 through 2015 have been posted to the DRPA’s website.)

B. PURPOSE AND INTENT

It is the intention of the Authority to engage a qualified, professional, facility management firm with the experience necessary to provide Property Management Services for the Authority’s Headquarters Facility located at One Port Center, 2 Riverside Drive, Camden, NJ 08103 (“the Property”).

This RFP is intended to outline the Authority’s expectations for services to be provided. However, this RFP does not purport to define all services that may be needed in connection with the Project.

C. TERM OF ENGAGEMENT

The initial term of the Agreement shall be for three (3) years, with two (2) one (1) year options, exercisable at the DRPA’s sole discretion, from the date of the Notice to Proceed
D. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

A Mandatory Pre-Proposal Conference will be held on **Monday, March 4, 2019 at 1:30 pm** in the **North Conference Room** located on the 7th Floor of One Port Center, 2 Riverside Drive, Camden, New Jersey 08103. Proposals will be accepted only from Consultants who attend the Pre-Proposal Meeting.

There will be a Site Visit immediately following the Pre-Proposal Conference. All Proposers are required to attend the site visit as part of their requirement for this RFP.
SECTION II

TIME REQUIREMENTS

ANTICIPATED SCHEDULE

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>February 11, 2019</td>
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<tr>
<td>Mandatory Pre-Proposal Meeting</td>
<td>March 4, 2019</td>
</tr>
<tr>
<td>Questions due</td>
<td>March 7, 2019</td>
</tr>
<tr>
<td>Answers provided</td>
<td>March 13, 2019</td>
</tr>
<tr>
<td>Proposals Due*</td>
<td>March 21, 2019</td>
</tr>
<tr>
<td>Anticipated Board Approval</td>
<td>April 2019</td>
</tr>
<tr>
<td>Estimated Expiration of PA and NJ Governor’s Veto Period</td>
<td>May 2019</td>
</tr>
<tr>
<td>Anticipated Commencement Date of Services**</td>
<td>June 2019</td>
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</tbody>
</table>

* FAXED OR E-MAIL RESPONSES WILL NOT BE ACCEPTED
LATE RESPONSES WILL NOT BE CONSIDERED

** Following DRPA’s Issuance of Notice to Proceed
SECTION III

SCOPE OF SERVICES

The DRPA is seeking a qualified and experienced professional facility management firm (“Proposer” or “Consultant”) to provide a full-range of property management services at our Corporate Headquarters and the neighboring parking lot and grounds.

A. CORPORATE HEADQUARTERS

1. One Port Center:
   a. Year constructed: 1995
   b. Square footage: 148,151 square feet
   c. Number of floors: 11
   d. Bottom floor includes restaurant and loading dock
   e. Four (4) elevators which cover all floors
   f. One (1) elevator which covers only one (1) floor

2. Parking Lot:
   a. Located on Federal Street (corner of Delaware Avenue)
   b. Year constructed: 1995
   c. Square footage: 154,000 square feet
   d. Number of spaces: approximately 360 (including handicap spaces)
   e. Surface parking (not covered)
   f. Gated lot with front and back entrance and egress
   g. One (1) walkway with stairs entrance and egress from the parking lot to the street level which is under tree cover
   h. One (1) ramp and stair entrance and egress from the parking lot to the street level which enters onto a public sidewalk

B. REPORTING REQUIREMENTS

1. The following is a list of financial reports that are required on a quarterly basis:
   a. Budget Report
   b. Operating Statement and variance report
   c. Rent Roll
   d. Operating and Percentage Report
   e. Bank Reconciliation
   f. Check Register
   g. General Ledger
   h. Revenue Collection Statement
   i. Payroll Accounting / Processing
   j. Operating Expenses including a summary of the expense, vendor name, and cost of each expense
2. The Proposer shall also supply and furnish to the Authority detailed quarterly and fiscal year-to-date comparisons between the actual operations of the contract and operations as budgeted and reflected on the annual budgets with a reasonable explanation as to any variances between the actual and budgeted results.

C. BUILDING SERVICES

Proposers are encouraged to offer new technologies or mediums that benefit the DRPA infrastructure by offsetting and/or reducing operating costs and expenditures.

Proposers will be required to comply with all DRPA, State, Federal, and local regulations. The consultant will strictly adhere to the regulatory guidelines.

There are five (5) main areas of focus:

1. **General Facility Management Services:**
   a. Supervise and direct the business associated with or related to the daily operation of OPC.
   b. Employ, either directly or through an affiliated entity or subcontractor, all necessary employees to successfully manage and operate OPC. All staff assigned to the property shall be subject to approval by the Authority.
   c. Manage and execute 3rd party contracts on behalf of the Authority. The following services are currently provided by outside 3rd party contractors:
      (1) HVAC routine maintenance and inspection
      (2) elevator routine maintenance and inspection
      (3) fire suppression system (fire panel, sprinkler system, extinguishers) routine maintenance and inspections
      (4) trash removal and recycling
      (5) cleaning
      (6) landscaping
      (7) snow removal
      (8) water treatment
      (9) pest control
      (10) generator servicing
      (11) window washing
      (12) building security
      (13) on-site building lead engineering services personnel
   d. Purchase equipment, tools, appliances, materials, and supplies necessary to properly maintain the facility. Such purchases shall be made in the name of the Authority and executed on the Authority’s behalf.
e. Develop, draft, maintain, and update as necessary, a formal OPC insurance reporting and filing claim procedure for all incidents occurring on DRPA property. Such claim forms to be developed and drafted include but are not limited to incident reporting forms for premises liability, maintenance reports if the injury was a slip and fall and an incident report supplemental sheet.

f. Investigate all incidents or accidents which give rise, or may give rise, to a claim for damages relating to the ownership, operation and maintenance of the property, including any damage or destruction to the property, and notify the Authority in writing as soon as practical and not later than within one (1) business day of such incidents or accidents. Cooperate with and make all reports as required or authorized by the Authority.

g. Provide an executive manager or account manager, attend periodic management meetings, and provide executive support in the delivery of services.

h. Maintain an Asset Management schedule of anticipated structural repairs, upgrades, and replacements of all building structural and mechanical systems.

i. Develop, draft, maintain, and update as necessary a Tenant Emergency Action Plan (“TEAP”) for OPC tenants including but not limited to:

1. purpose of plan
2. property management responsibilities
3. fire captain responsibilities
4. fire procedure
5. evacuation plan
6. tornado, hurricane & flood emergency plans
7. handicapped persons/special assistance
8. bomb threat procedure
9. elevator breakdown procedure
10. contaminated air procedure
11. earthquake procedure
12. kidnapping
13. armed assault procedure
14. active shooter procedure
15. hostage situation
16. suspicious mail or packages procedures
17. office security tips
18. emergency contact phone numbers
19. an appendix for OPC floor diagrams, evacuation routes and staging areas and fire captain designation forms
20. cooperate with homeland security and insurance company investigators in implementing all required site and personnel emergency and flood plans
2. **Leasing Services:**
   
a. Act as the Authority’s representative for business interactions with current and future OPC tenants.

b. Act as a leasing agent on behalf of the Authority to attract new tenants and undertake all necessary marketing, advertising, and screening for prospective tenants.

c. Provide regular reports of leasing efforts, market conditions, and regularly present the Authority with ideas for how to increase rent rolls.

d. Collect all monthly rents, rental percentages, maintenance charges, rental escalations and fees, operating expense reimbursements, real estate taxes, insurance premiums or stops, utility charges, HVAC charges, and any other payments due from tenants.

e. Verify the background, suitability, financial viability and creditworthiness of prospective tenants.

f. Negotiate lease terms and conditions with prospective tenants, subject to DRPA approval.

g. Negotiate renewal terms and conditions with existing tenants, subject to DRPA approval.

h. Provide all other services as required in the normal course of business in managing the building’s leasing program.

3. **General Building Maintenance:**
   
a. Maintain and operate the OPC building, parking areas, common areas, and its surrounding grounds.

b. Schedule, implement, and oversee interior and exterior cleaning.

c. Schedule, implement, and oversee plumbing, carpentry, electrical, and all other maintenance and repair work as needed.

d. Ongoing scheduled and unscheduled property inspections.

e. Use preventive maintenance and maintenance and repair techniques generally accepted by the industry and manufacturer’s recommendations.

f. Retain and monitor 3rd party vendors to provide onsite “building engineer” services for the monitoring, maintenance, and efficient operation of all building mechanical equipment.
4. **Financial Management and Accounting:**
   a. Obtain and maintain dedicated checking accounts to process all bills.
   b. Approve, sign off, and code all invoices, assuring that sufficient detail and back-up information for contractor, subcontractor, mark-up, labor, materials, etc. is provided.
   c. Maintain an accounting system that will allow the delivery of financial reports on a monthly and yearly basis, track accounts using specific account codes, and produce monthly invoices in a timely manner.
   d. Create an Annual Budget to be presented to the Authority’s Finance Committee.

5. **Energy Efficiency and Other Cost Savings Opportunities:**
   a. Operate the building in a manner that maximizes energy efficiency while maintaining tenant comfort.
   b. Proposers are encouraged to offer new technologies or mediums that benefit the DRPA infrastructure by offsetting operating costs and expenditures, subject to the approval of the Authority.
   c. Present cost-saving ideas to DRPA leadership throughout the year as they arise and also during the annual DRPA budget hearings. Provide a thorough financial analysis of each recommendation, including return on investment, utility incentives that could offset costs and other analyses as needed.
   d. Work with the Authority to develop energy efficiency goals and targets.
   e. Conduct periodic energy efficiency audits and inspections, at least once per year.
   f. Track all implemented energy efficiency measures and report results on a period basis, at least once per year.

D. **CONSULTANT’S DUTIES AND RESPONSIBILITIES**

1. The Consultant shall operate the Property and provide those management services as described below:
   a. Consultant, on behalf of the Authority, shall use its commercially reasonable efforts in the management and operation of the Property.
   b. Consultant shall implement, or cause to be implemented, the decisions of the Authority.
c. Consultant's performance of such services shall be in accordance with the decisions, policies and programs made or established by the Authority from time to time and provided to the Consultant.

d. Consultant shall act in a commercially reasonable manner with respect to the proper protection of and accounting for the Authority's assets.

2. Consultant's duties and responsibilities shall include, but are not limited to, the following:

a. Effect normal operating repairs, replacements or improvements to the Property, as needed, and any such work required by a tenant, and approved by the DRPA, of the Property in connection with the leasing or releasing of space in the Property in the ordinary course of business.

b. If requested from the Authority, purchase and maintain in full force and effect and pay the premiums for fire and extended coverage, liability, worker's compensation, rental loss and other insurance with respect to the Property in such amounts, with such deductibles and with such companies as may be approved by the Authority.

c. Fully cooperate with any insurance company in connection with the processing of any claim relating to the Property and if such claim involves a casualty loss to the Property (and if the Authority first has approved the making of the same) have proper repairs made to the Property to rectify such casualty loss.

d. Make contracts in its capacity as agent for the Authority and in the Authority's name, and pay all proper charges (after carefully reviewing all bills to determine that the charges are proper) for utilities, supplies, and services used in the operation of the Property, including, but not limited to, entering into contracts for and timely payment of all proper charges for electricity, air conditioning, gas, water treatment, fuel, generator services, elevator maintenance and inspection, café cooking and refrigeration equipment operation, HVAC maintenance and inspection, fire suppression systems, telephones, wifi connections, extermination services, janitorial services, snow removal, trash removal, maintenance of tenant common areas, window cleaning and security, as well as purchasing, on behalf of the Authority, all equipment tools, appliances, materials and supplies that are necessary or desirable to properly manage, operate, and maintain the Property.

e. All service contracts, other than contracts for utilities, or in instances where the Authority expressly waives this requirement, shall be awarded only after bids are solicited by Consultant from a minimum of three bidders. Bid solicitations and awards will be subject to the Authority's approval which shall not be unreasonably withheld.
f. When taking bids or issuing purchase orders, Consultant shall use its reasonable efforts to secure for, and credit to the Authority any discounts, commissions, or rebates obtainable as a result of such purchases.

g. Prepare and submit to the Authority all reports, schedules, and statements required to be submitted to the Authority in accordance with the time periods set forth by the Authority. The format of all such reports shall, at all times, be subject to the reasonable approval of the Authority. These reports must show all collections, delinquencies, uncollectible items, vacancies, expenses and other matters pertaining to the management, operation, and maintenance of the Property during the month or quarter in question, as may be applicable.

At the Authority's written request, Consultant may prepare such additional reports or provide reports in such different format as the Authority may require or desire; provided, however, that if such additional reports or formats impose additional costs on Consultant or if Consultant's standard accounting systems, software (including, without limitation, programs, applications, and databases) and processes cannot automatically generate the additional reports or formats in a manner that meets the Authority's reporting requirements, then any reasonable costs incurred by Consultant meeting the Authority's request or requirements will be reimbursed by the Authority. Consultant shall not be responsible for the preparation of any form, reports, income, or other tax returns required to be filed by the Authority in connection with the Property by any local, state, federal or other governmental authority, other than personal property and sales/use tax reports if requested by the Authority in writing.

h. Select and retain, as agent for the Authority, a leasing agent for the Property under an exclusive authorization agreement containing terms and conditions, including terms and conditions regarding compensation, that are consistent with the terms and conditions contained in this Agreement. The Authority acknowledges and agrees that Consultant may select and retain one of its affiliates as leasing agent for the Property, provided Consultant notifies the Authority, in writing, of the affiliate relationship between Consultant and such leasing agent, and further provided that the resulting exclusive authorization agreement complies with the requirements set forth in the preceding sentence and this Agreement.

i. Refer to the Authority any inquiries with respect to leasing space in the Property or the renewal of existing leases, and establish and maintain complete files of all leases, correspondence with existing and prospective tenants, verifying the background and creditworthiness of prospective tenants, collections, disbursements and expenses, all of which records and files shall be and remain the property of the Authority.
j. Consultant acknowledges that the Authority is a tax exempt entity and Consultant will not pay any taxes and/or assessments levied against the Property or any part thereof unless Consultant receives express authority from the Authority to pay such taxes and/or assessments.

k. Collect from all tenants all rent, damages, maintenance and all other charges, and deposit all thereof in the Management Account, and with the prior approval of the Authority, (i) serve notices on delinquent tenants to quit the space occupied by them, and/or (ii) with the Authority's approval, retain counsel on behalf of the Authority to institute proceedings for the collection of rent and recovery of possession of the space occupied by such tenants, and/or (iii) settle, compromise or release any action, claim, or demand of the Authority in connection with any of the foregoing. Consider, and where appropriate, respond to tenants' complaints.

l. As an expense to the Property, and consistent with approved budgetary guidelines, supervise the maintenance of the Property so that it is maintained in first-class condition, including, but not limited to: interior and exterior cleaning; painting; decorating and landscaping; parking lot and surrounding sidewalk maintenance; periodic engineering inspections of mechanical, electrical, HVAC and energy conservation systems; periodic inspections of all storage tanks and any other areas of potential environmental concern; and all necessary or desirable repairs, maintenance, and alterations to the Property, including but not limited to: plumbing; carpentry; electrical repairs; maintenance; and alterations. In connection with all the foregoing, take all actions necessary to keep the Property free from laborer's, mechanic's, or materialman's liens of any kind whatsoever arising from any such repairs, maintenance, or alterations.

The Property shall be maintained in Class A status according to local standards for comparable properties in the immediate market area surrounding the Property, and, in any event, in accordance with the standards and conditions reasonably specified by the Authority. However, Consultant’s overhead for the supervision, management, and coordination of all the foregoing, including without limitation, all salaries, wages, and fringe benefits payable to all management and supervisory employees, officers and agents of Consultant, are part of the Consultant’s duties hereunder and shall be at Consultant's expense, and Consultant shall not be separately compensated for any of the same.

m. Employ, (after exercising reasonable care to investigate the references and credentials of prospective employees) and, unless prohibited by law or regulation, dismissing from employment, any and all employees and agents. Additionally, with the approval of the Authority, retain all accounting and other services necessary in connection with the operations or management of the Property. Consultant shall, at its own expense, maintain insurance coverage and employee fidelity bonds, each in types and amounts satisfactory to the Authority, to protect Consultant and the Authority from
and against any errors, omissions, and negligent acts, including, but not limited to, theft or embezzlement, of or by any such employees retained in the operation and management of the Property. Consultant shall make all necessary payroll deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes for its employees, shall maintain workers compensation insurance as required by law, and shall prepare, maintain and file all necessary reports with respect to such taxes or deductions and all other necessary statements and reports pertaining to its employees.

n. With the Authority's approval, replace obsolete or worn-out furnishings, equipment, and appurtenances used in connection therewith to the extent deemed prudent by Consultant for the efficient operation of the Property. Supply and furnish tenants of the Property with all customary services and collect for those services when and to the extent appropriate.

o. Take no actions which may be inconsistent with any leases of the Property or the terms of any instruments of record affecting the Property including, without limitation, any mortgage or declarations, copies of which have heretofore been (or in the case of future instruments, will be) delivered to Consultant. Consultant shall cooperate with the Authority in all respects in connection with the Authority's performance of its obligations, so long as copies of all such documents have been discussed with and provided to Consultant. Consultant shall use its best efforts at all times to monitor and to obtain compliance by Tenants with the terms and conditions of their respective leases and building rules and regulations, and to obtain from Tenants required insurance certificates, and at the Authority's request, estoppel certificates and similar notices pursuant to the terms of their leases. Generally, and except as expressly prohibited herein, do all things in connection with any of the foregoing, generally manage and administer the day-to-day operations of the Property and execute all documents on behalf of the Authority in connection therewith, and sign or accept all checks, notes and drafts on the Authority's behalf.

p. Consultant shall supervise security arrangements for the Property and shall report to the Authority any breaches thereof.

q. Upon the request of the Authority, Consultant shall act as a Project Manager on behalf of the Authority with responsibility to supervise and coordinate construction of improvements to common areas of the Property. Consultant shall also act as a Project Manager for tenant improvements and finish work for which, under Tenant leases is at the Authority's responsibility and cost ("Authority Work"), as well as for Tenant improvements and finish work for which, under Tenant leases, is the responsibility and at the cost of the Tenant ("Tenant Work"). As a Project Manager, Consultant shall (i) coordinate the scope of all Authority Work and Tenant Work with the architect responsible for such work, (ii) cause the plans and specifications for all Authority Work and Tenant Work to be delivered to the Authority
for approval; (iii) cause all construction cost estimates for all Authority Work and Tenant Work to be delivered to the Authority or Tenant, as appropriate for approval together with a comparison of same to the architect's budget estimate; (iv) obtain all necessary governmental permits, licenses, approvals, authorizations and certificates of occupancy required in connection with all Authority Work, at the Authority's cost, and Tenant Work, at Tenant's cost; (v) review and submit to the Authority for approval all construction draw certificates and other requests for payment of all Authority Work, together with all supporting information relating thereto required by the Authority and with a recommendation as to the disposition of each such request; (vi) supervise the services of the architects and any other construction consultants and all contractors and subcontractors retained to perform all Authority Work and Tenant Work; (vii) make recommendations to the Authority regarding the prequalification and approval of contractors, subcontractors and vendors; (viii) together with the architect, assemble bid packages and solicit bids for all Authority Work, keeping the Authority fully informed on a continuing basis with respect to all such bids; (ix) act on behalf of the Authority with respect to the initial preparation and negotiation of, advise and consult with the Authority as to the approval and execution of, all contracts required in connection with the design and construction of all Authority Work; (x) supervise on a continuing basis the progress of construction of all Authority Work and Tenant Work, including the verification of the expenditure of labor and materials, compliance with plans and specifications; and compliance with completion schedules; (xi) verify compliance with safety and fire protection requirements and all laws and governmental regulations applicable to all Authority Work and Tenant Work; (xii) keep accurate and current written records of the progress of all Authority Work and Tenant Work and advise the Authority with respect to same; (xiii) cause to be delivered to the Authority or Tenant, as applicable, all guarantees, warranties, operating manuals, parts lists, and other documents and data pertinent to all Authority Work and Tenant Work; (xiv) cause to be prepared and maintained "as-built" drawings of all Authority Work and Tenant Work; (xv) review all insurance requirements of contractors, subcontractors, and others retained to perform Authority Work and Tenant Work and verify compliance with such requirements on a continuing basis; (xvi) cause to be satisfied on a timely basis any and all obligations agreed to by the Authority under all construction contracts relating to all Authority Work and, to the extent applicable, Tenant Work and (xvii) perform such other duties as may be reasonably required by the Authority in connection with the supervision of all Authority Work and Tenant Work; provided, however, that Consultant shall not be obligated to enter into any contracts relating to the foregoing. Consultant shall have no authority to enter into, execute, or deliver any construction contract or other agreement, or otherwise to bind the Authority to any obligation or liability, without the express prior written approval of the Authority.
3. Maintenance of books and records:

   a. Consultant shall submit to the DRPA, for the DRPA's approval, in form reasonably acceptable to the DRPA (i) detailed proposed operating budgets for the Property for the upcoming calendar year ending December 31, which budgets shall reflect thereon projections of all receipts and operating costs and expenses, capital expenditures and replacement reserves that Consultant, in the exercise of good business judgment, believes will be received or necessary to be incurred to operate the Property during such months and during the entire calendar year, and (ii) projections, in reasonable detail, of all receipts and operating costs and expenses, capital expenditures and replacement reserves for the Property on an annual basis for the next succeeding five (5) calendar years. Consultant will provide and furnish the DRPA, in form reasonably acceptable to the DRPA, with such other financial budgets and reports as the DRPA may reasonably request. Notwithstanding any provision to the contrary contained herein, and without affecting any other limitation imposed by this Agreement, Consultant shall secure the written approval of the DRPA prior to making any expenditure or incurring any liability or obligation not reflected in the operating budgets, unless such expenditure is less than One Thousand Dollars ($1,000.00) (in which case Consultant shall give the DRPA prompt written and oral notice of the amount of and reason for any such unbudgeted expenditure), or unless such expenditure, in the judgment of Consultant, must be made in response to an emergency at the Property. Consultant in all cases shall give the DRPA prompt written and oral notice of the nature of the emergency and the amount of and reason for the expenditure so made.

   b. During the entire term of this Agreement, Consultant shall establish and maintain, in accordance with good accounting practices on a consistent basis and in form reasonably acceptable to the DRPA, adequate books and records in which shall be recorded all of the receipts and disbursements arising from the operation of the Property. Originals or electronic copies of such books and records shall in all instances be maintained by Consultant at the Property or at one of Consultant's centralized locations for no less than seven (7) years and any disposal of all or any part thereof shall take place only upon the DRPA's written instructions. Consultant understands and agrees that such books and records shall be sole property of the DRPA, and that Consultant shall, upon written request of the DRPA, deliver any or all such original documents (or if such originals are not in Consultant’s possession, then exact copies of such originals) to the DRPA or to the DRPA's attorneys, accountants, or other representatives of the DRPA, provided, however, that Consultant shall be entitled to retain copies of the foregoing documents for internal audit, archival, and accounting purposes by its attorneys, accountants, or employees and for no other purpose.
c. During the entire term of this Agreement, Consultant shall supply and furnish the DRPA detailed quarterly statements, in form reasonably satisfactory to the DRPA, of receipts and disbursements for the Project on or before the twenty-fifth (25th) day of the calendar month following the calendar quarter to which such statement relates, and shall disburse to the DRPA on or before the thirtieth (30th) day following such calendar quarter all cash flow from the Project for the period ending on the last day of the preceding calendar quarter in excess of operating reserves in an amount approved by the DRPA in accordance with the terms of the DRPA’s partnership agreement. Such statements shall also show or contain, in reasonable detail: (i) a schedule of vacancies and of space expected to become vacant during the next quarter, a schedule of current rentals, a forecast of rental and occupancy changes and any amendment to the previously delivered budget of expenses for the next month; (ii) the name and amount of collection from each tenant and the amount, if any, each tenant is in arrears; (iii) a list of each disbursement made on behalf of the DRPA (including disbursements to Consultant for compensation or reimbursement of expenses); (iv) the balance of the Management Account; (v) cancelled checks, vouchers, invoices, receipts and all other documents necessary to substantiate the information provided hereunder; and (vi) all other financial information reasonably requested from time to time by the DRPA. Such statements shall clearly, and in detail, allocate all expenses of Consultant which may also relate to other projects or undertakings and show the method of such allocation between the Property and such other projects or undertakings.

d. During the entire term of this Agreement, Consultant shall furnish the DRPA, in form reasonably satisfactory to the DRPA, with detailed quarterly and fiscal year-to-date comparisons between the actual operations of the Property and operations as budgeted and reflected on the annual budgets which Consultant is to prepare pursuant to this section, which comparisons shall be furnished quarterly along with the statement required by the foregoing subsection, and which comparisons shall contain a reasonable explanation as to any variances between the actual and budgeted results.
SECTION IV

PROPOSAL REQUIREMENTS

A. GENERAL INFORMATION

1. Examination by Proposers

Proposers must examine all documents provided by the Authority in connection with this RFP, as referenced in the Scope of Services, and make their own estimates in connection with provision of the Services. Failure by the Proposer to get acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the difficulty or cost of successfully performing the Services. The DRPA assumes no responsibility for any conclusions or interpretations made by the Proposer on the basis of the information made available by the DRPA.

2. Proprietary Information

All proposals, plus supporting and/or subsequent materials, will become the property of the DRPA and will not be returned.

All portions of a proposal, and the RFP, may be considered as a part of any awarded Contract and will be incorporated therein by reference.

All restrictions on the use of data contained within a proposal and all confidential information must be clearly designated as such within the proposal. Proprietary information submitted in a proposal or response to the RFP, will be handled in accordance with the DRPA’s Right-to-Know/Open Records Policy.

To the extent permitted by law, it is the intention of the DRPA to withhold the contents of the proposals from public view until such time as the DRPA determines, in its sole discretion, that competitive or bargaining reasons no longer require non-disclosure. At that time, all proposals will be available for review in accordance with the DRPA’s Right-to-Know/Open Records Policy.

3. Withdrawal of Proposals

A proposal, after having been submitted, may be withdrawn by the Proposer prior to the deadline set for proposal submission (in this instance, March 21, 2019) upon the presentation of a written request for such withdrawal to Amy Ash, Manager of Contract Administration, Delaware River Port Authority, One Port Center, 2 Riverside Drive, Camden, New Jersey, 08103-1949. No withdrawal of proposals will be allowed after the submission deadline even though proposals may not have yet been opened.
4. **Right of the DRPA to Amend the RFP**

An amendment to the RFP may become necessary in order to make changes in requirements, delivery schedules, opening dates, and the like, or to correct defective or ambiguous information. When such a change becomes necessary, it will be accomplished by issuance of an Addendum to the Solicitation documents. Such an Addendum will be sent to each Proposer to whom the RFP has been furnished. The Addendum will be issued in a reasonable time before the scheduled receipt of proposals in order to allow Proposers sufficient time to consider the Addendum in their proposals. The Addendum will clearly state the changes made and whether or not the Proposal Due Date is changed. The Addendum will include instructions to the Proposers for acknowledging receipt of the Addendum and information concerning the effect of failure to acknowledge or return the Addendum.

5. **Right of the DRPA to Reject Proposals**

The DRPA reserves the right to reject any or all proposals in its sole discretion. The DRPA also reserves the right to waive any informality or error in the proposals received, to award the Agreement only to a Proposer experienced in this class of work whose proposal is deemed by the DRPA to be most advantageous to the public’s interest and to negotiate with any or all Proposers who submit proposals in response to this request. In addition, the DRPA may at any time revoke this RFP in its sole discretion and without assuming any liability in connection with its issuance and/or revocation.

The provisions of the RFP are made for the benefit of the DRPA, and no right shall be deemed to accrue to any person making a proposal by reason of the submission of any proposal, or by the waiver or non-enforcement of any provisions or requirements of the RFP or by reason of any term or terms hereof.

Proposals which are incomplete, conditional, or wherein proposal prices for the several items of the Work are unbalanced may cause the DRPA to reject the proposal. This provision is not, however, in any way to limit or detract from the generality of the above reservation of rights.

6. **Protest Procedures**

   a. **Who May File the Protest**

A proposer, offeror, or prospective proposer or offeror who is aggrieved in connection with the solicitation or award of a contract may file a protest. Protests relating to cancellation of all bids of proposals are not permitted.

b. **Time for Filing**

   (1) A protest by a prospective proposer or offeror must be filed before the time set for proposal opening and/or the proposal due date.
If a protest is filed by a proposer or offeror, the protest must also be filed within **SEVEN (7) CALENDAR DAYS** after the protesting proposer or offeror knew or should have known of the facts giving rise to the protest. **IN NO EVENT, HOWEVER, MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT IS AWARDED.** The contract award date is defined as the expiration of the New Jersey’s Governor’s veto period after award of the contract by the DRPA’s Board of Commissioners.

Untimely protests shall not be accepted and shall be disregarded.

c. Form of Protest

1. A protest must be in writing and filed with the DRPA’s General Counsel.

2. A protest must state all grounds upon which the protesting party asserts that the solicitation or award is improper, as well as the remedy sought by the protesting party. Issues not raised by the protesting party within the Time for Filing are deemed waived by the protesting party.

3. The protesting party shall submit with the protest any documents or information deemed relevant by the protesting party.

d. Investigation

Upon receipt of the protest, the DRPA’s General Counsel will provide copies to the DRPA’s Chief Executive Officer. The General Counsel shall, within five (5) business days after receipt of the timely written protest, conduct an investigation into the allegations and report the findings to the CEO. The DRPA is not required to conduct a hearing as part of its investigation, and the absence of a hearing shall not be a violation of the protesting party’s due process rights.

e. Response

Following a review of the General Counsel’s report, and any other pertinent information, within fifteen (15) business days after receipt of the timely written protest, the General Counsel shall advise the protesting party of the DRPA’s recommended action. The response shall be in writing and state the reasons for the decision.
f. Appeal

(1) In the event that the protesting party is not satisfied with the DRPA’s recommendations, the protesting party may, within ten (10) business days of the date of the Authority’s response, file with the General Counsel a written appeal, setting forth the reasons for disagreement with the Authority’s response and, if desired, requesting a personal appearance before the appropriate Committee.

(2) If a personal appearance is requested, the protesting party shall appear at the next advertised, appropriate public Committee meeting, unless otherwise directed by the Authority. These meetings are open to the public and provide for public comment. The appropriate Committee shall not be required to conduct a hearing as part of its review, and the absence of a hearing shall not be a violation of the protesting party’s due process rights.

g. Review and Decision

(1) Within sixty (60) days after receipt of the timely written protest and appeal, the appropriate Committee, after consideration of the allegations, facts and any materials provided by the protesting party and Authority staff, shall make a decision to rebid the contract or take such other action as may, in the opinion of the appropriate Committee, be appropriate, including recommending to the Board the award of the contract.

(2) The General Counsel shall advise the protesting party in writing of the Committee’s decision and, if applicable, the date on which the contract award will be considered by the Board of Commissioners.

(3) The action of the appropriate Committee or, if recommended for Board approval, the non-vetoed award of the contract by the Board of Commissioners, shall constitute an exhaustion of the remedies available to a proposer or offeror at the Authority level.

B. TECHNICAL PROPOSAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals include the following basic format. The Proposer is expected to provide services as outlined in this RFP and prepare its response to fully address its ability to satisfy these components. Although the DRPA is not specifying a page limit, clarity and conciseness are essential and will be considered in assessing the Proposer’s capability. The Technical Proposals are required to follow the format set forth below:

Technical Proposal submissions are limited to no more than twenty (20) pages (size 12 font), excluding a Table of Contents (TOC), current work capacity, proposed schedule, references, personnel resumes/experience profiles (no more than ten (10) key people), and
company organization charts. All sheets in the Proposal must be 8 ½ x 11. No fold-outs will be permitted.

Clarity and conciseness are essential and will be considered in assessing the Proposer’s capability. The Technical Proposals are required to follow the format set forth below:

1. **General Requirements**

   The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the Proposers seeking to perform consulting services for the DRPA in conformity with the requirements of this RFP. The Technical Proposal should demonstrate the qualifications of the Proposer and of its particular staff to be assigned to this engagement.

   In order to evaluate the firm’s qualifications and ability to perform the work specified herein, the Proposal shall, fully and in detail, discuss all items presented in the Scope of Services. The proposal discussion should be thorough and specific to the type of work required in the RFP.

   **There should be no dollar units or total costs included in the Technical Proposal document.**

2. **Cover Letter**

   The signed cover letter should be on company letterhead clearly stating the name of the Proposer, business address, telephone numbers, and e-mail address. The following information should also be provided:

   a. Introduce the firm and summarize its qualifications.

   b. Name(s) of authorized principals with authority to negotiate and contractually bind the firm.

   c. A statement that binds the firm to the proposed Scope of Services and Cost Proposal for the term of the Agreement.

   d. Confirm acceptance of the Standard Contract Clauses, including the Insurance Requirements.

   e. Indicate whether there are any conflicts of interest that would limit the firm’s ability to provide the requested services.

3. **Scope of Services**

   a. A demonstration of the Proposer’s understanding of the requested Scope of Services is required as part of the proposal. The response should outline how the Proposer plans to accomplish the required Services, any information or assistance that it expects from the DRPA to complete the
requested Services, and other services or specialties that may distinguish the abilities of the Proposer.

b. Provide a work plan for accomplishment of the project. The work plan shall address all tasks described in Section III. Suggested improvements on the work plan as described in this RFP should be noted in this section. Additional narrative on services to be performed, which can be used to evaluate the Proposer’s understanding of the objectives and overall purpose of the contract, is encouraged. This section shall carefully reflect all phases described above.

4. **Proposer’s Qualifications and Experience** - The following information should be included in the proposal:

a. A brief description of the Proposer’s qualifications for this Scope of Service and previous experience on similar or related work performed for local governmental agencies, including transportation agencies, if any. This description must include a summary of work performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the Proposer’s effort (i.e., cost and period of time).

b. The names of the lead individual and all key personnel who would be directly engaged in the performance of the Scope of Services. For each of these individuals, please submit:

   (1) A description of the individual’s qualifications and background, and number of years of experience in providing similar services.

   (2) A list of references, including a brief description of the nature of the work performed by the individual.

   (3) The individual’s experience with public agency clients and transportation agencies, if any.

   (4) The role the individual will play in the review team. Resumes can be attached if the team is already determined.

c. Provide contact information for three (3) references for which the firm has provided similar services within the past three (3) years. For each client submitted as a reference, Proposer shall supply a brief description of the work performed.

d. State the Size, Structure, and Location(s) of Proposer/Firm

Provide an organization chart that identifies the proposed client management team. Identify the primary staff person who will oversee the DRPA’s account and a listing of the names and titles of the staff who will
support the DRPA’s account and the manner in which direction and supervision shall be exercised over the team by the firm’s management and primary staff person. This organization chart can be submitted only once.

e. Team Organization / Resources Allocation

Address the proposed management structure, staff allocation, and assigned individuals for performing the work program. Include a clear description of how the management structure and assigned personnel fit into the work program (previously described), how staff assignments will vary over the project time frame and an explanation of the relationship of the Proposer’s liaison to DRPA to the top management of the Proposer, and the extent of his/her authority and responsibility. All other project positions and relationships comprising the project’s organizational structure will be presented. The following information shall be included in this section:

1. Team Organization and Staffing Chart showing the reporting and contractual relationships of all Proposers included in the proposal by name and title.

2. Matrix of Person-Hours (by name and level) showing the total person-hours for the entire team and separately for each Proposer included in the team.

5. Quality Assurance Plan (“QAP”)

Proposer is to provide a summary of the Proposer’s QAP outlining the process which will be followed for checking approval of the Proposer’s work product to ensure it is consistent with DRPA’s expectations and needs. Typical titles of individuals responsible for checking, review and approval shall be identified along with descriptions of experience and/or other qualifications required for these positions. This section is not intended for inclusion of the complete QAP but should be detailed enough to provide a clear understanding of the Proposer’s QAP process.

C. COST PROPOSAL REQUIREMENTS

A separate Cost Proposal must be submitted on the Quotation Submission Form, attached hereto as Exhibit A. All Cost Proposals must conform to the requirements set forth on the Quotation Submission Form.

The Cost Proposal shall cover all anticipated costs of any nature incident to and growing out of the Services including, but not limited to, labor, profit, administrative and overhead fees, fringe benefits, subconsultant costs, and other direct costs, including the cost of obtaining the required insurance coverages.
The following information must also be provided:

1. Describe your company’s proposed payment and fee structure for this contract (i.e. proposed percentage of new revenue for each potential project).

2. Provide audited financial statements and statements of conditions for each of the last three years. If financial statements are consolidated with an affiliated company, submit both the consolidated financial statements and the separate financial statements.

3. Has the company filed for bankruptcy within the last five years? If so, please describe current status.

4. Does the company have any present overdue indebtedness to a government unit or agency, or any outstanding claim or demand or indebtedness? If so, please specify.

5. Detail all unit costs, if any, and any fee by unit, if any for each proposed service or opportunity.

6. Rental commissions charged to all multi-year leases shall be described in prorate payments for each one (1) year term of a lease at the beginning of the specific one (1) year period.

D. Submission of Proposals

1. General: The Consultant must submit their proposals in three (3) separate envelopes:

   a. **Envelope #1:**

      - One (1) signed original and three (3) copies of the Technical Proposal

   b. **Envelope #2:**

      - Two (2) original Cost Proposals

      - One electronic copy of the each proposal; placed on the same flash drive or CD-ROM and named appropriately (ie Cost Proposal and Technical Proposal)

   c. **Envelope #3:**

      - One (1) completed set of Political Contribution Forms (Exhibit B) (NO electronic copy required)
2. All proposals must be submitted by **2:00 pm EST** on **Thursday, March 21, 2019** to:

   Delaware River Port Authority  
   Attention: Karen Cyphers, Contract Administrator  
   **PROPERTY MANAGEMENT**  
   One Port Center  
   2 Riverside Drive  
   Camden, NJ 08103

Mailed proposals **must** be received by the DRPA prior to the time set for proposal submission, if they are to be considered. **Faxed or e-mailed submittals will not be accepted. Late submittals will not be considered.**

3. **Technical Proposal:** The Proposer must submit a binding Technical Proposal based on the Scope of Services requirements detailed in this RFP. **The Technical Proposal should be sealed in a separate envelope labeled: “Technical Proposal - PROPERTY MANAGEMENT”**.

4. **Cost Proposal:** The Proposer must submit a binding Cost Proposal on the Quotation Submission Form, **Exhibit A**. **The Cost Proposal on the Quotation Submission Form should be sealed in a separate envelope labeled: “Cost Proposal - PROPERTY MANAGEMENT”**.

5. **Political Contribution Forms:** Proposers are required to submit only one (1) completed copy of the “Political Contribution Disclosure Form” and one (1) copy of the “Certification Regarding Prohibition on Contracting with Entities Who Make Certain Political Contributions Form.” The DRPA’s Political Contribution Disclosure Policy and the associated Forms are attached hereto as **Exhibit B**.

   **The required Political Contribution Disclosure Form and Certification should be sealed in a separate envelope labeled: “Political Contribution Forms - PROPERTY MANAGEMENT”**.

6. **Certificate of Insurance:** Proposers are required to submit a sample Certificate of Insurance evidencing the coverage types and the minimum limits required as described in Section VI.A of this RFP. If the minimum limits required are not met, Proposers must submit a formal and current Certificate of Insurance and accompanying letter stating that they will be in compliance with the stated insurance limits if an award is made. The DRPA requires this information to facilitate completing contract formalities in a timely manner.

   **All of the requirements listed above (Section IV.D) must be complied with in order to be considered responsive to this RFP. Failure to submit any or all of the items may subject proposer to disqualification.**
SECTION V

SELECTION PROCESS

A. EVALUATION CRITERIA

The DRPA intends to award a Contract to the most qualified, responsible firm submitting a responsive proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a proposal will receive in each category, the DRPA will consider the proposal material submitted, oral interviews (if applicable), and any other relevant information about a given Proposer. The following criteria will be used in the evaluation of the proposals:

1. Understanding and Approach 0 - 20 points

   Technical Proposals will be evaluated to ensure that the Proposer has demonstrated an understanding of each of the following elements:

   a. The Proposer’s understanding of the particular purpose and needs of the Project.

   b. Scope of Services. The Proposer’s overall approach to achieving the Project purpose will be assessed for its effectiveness, feasibility, and responsiveness to the Scope of Services, and thoroughness.

2. Qualifications and Experience 0 - 45 points

   The capabilities of each responding Proposer, as set forth in the Technical Proposal, will be evaluated in these specific areas:

   a. Experience and qualifications of proposing firm (including proposed subconsultants) managing similar projects.

   b. Experience and qualifications of staff (including subconsultants) to be assigned to the Project, including the proposed staff committed (identified by name), the quality of such staff, and the proper balance of relevant skills.

   c. Current workload of proposing firm and staff.
d. Experience, qualifications, and quality of subconsultants to be assigned to the Project.

3. Submission Requirements 0 - 20 points

Technical Proposal submissions are limited to no more than twenty (20) pages (size 12 font), excluding a Table of Contents (TOC), current work capacity, proposed schedule, references, personnel resumes/experience profiles (no more than ten (10) key people), and company organization charts. All sheets in the Proposal must be 8 ½ x 11. No fold-outs will be permitted.

4. Pricing / Fee Structure 0 - 15 points

The Cost Proposal will be evaluated by comparing each Proposer’s proposal with the Authority's estimate and other recommended Proposers’ Cost Proposals to determine a fair and reasonable price for the services.

B. SELECTION PROCESS

A screening of all proposals will be conducted to determine overall responsiveness. Proposals determined to be incomplete or non-responsive will be disqualified.

Following the initial review and screening of the written proposals, using the Selection Criteria described above, one or more Proposers may be invited to participate in the final selection process, which may include:

1. Participation in an oral interview

2. Submission of any additional information as requested by the DRPA

References will also be checked during the final selection process.

Upon completion of the final selection process, the DRPA will rank each proposal in the competitive range in accordance with the Selection Criteria above. The DRPA may accept the highest-ranked proposal or negotiate the Terms and Conditions of the Agreement with the firm with the highest-ranked proposal. If negotiations are unsuccessful, the DRPA will terminate the negotiations with that firm and may open negotiations with the firm with the next highest-ranked proposal. If negotiations with this firm fail or, at its sole discretion, the DRPA may reject all remaining proposals.

The DRPA reserves the right to conduct pre-award negotiations with any or all Proposers and the right to award the Agreement without negotiations. The DRPA further reserves the right to award the Agreement without conducting interviews.

This RFP does not commit the DRPA to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the proposal and participating in the proposal process. The DRPA reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to the DRPA’s interest, and
the right to waive minor irregularities. The DRPA further reserves the right to reject all proposals and seek new proposals when such procedure is reasonable and in the best interest of the DRPA. In addition, the DRPA may at any time revoke this RFP in its sole discretion and without assuming any liability in connection with its issuance and/or revocation.

The DRPA will neither explain its decisions nor “debrief” unsuccessful Proposers at the conclusion of the process.

C. APPROVAL AND AWARD

Once the proposal evaluation process has been completed, the DRPA staff will recommend that the DRPA’s Board of Commissioners (the Board) award a contract to the Proposer whose proposal they have deemed to be most advantageous to the DRPA.

The DRPA reserves the right to cancel the award of a contract before execution if the DRPA deems such cancellation to be in its best interest. In no event will the DRPA have any liability for the cancellation of such award. The Proposer assumes the sole risk and responsibility for expenses incurred prior to execution of the contract.

D. EXECUTION OF AGREEMENT

Any Proposer whose proposal shall be accepted and to whom an Agreement is awarded will not be required to attend an execution of the Agreement. Instead, the DRPA shall mail the Agreement to said Proposer who shall in turn execute the Agreement and return same to the DRPA within ten (10) days from the date of receipt.

Said Proposer shall also certify or furnish and return, together with the aforesaid Agreement, the following documents to the DRPA:

1. Proof satisfactory to the DRPA, of the authority of the person or persons executing the Contract on behalf of the Proposer.

2. Original Certificate(s) of Insurance representing all non-negotiable insurance coverage prescribed by Section VI. A. of this RFP.

3. Proof of current corporate status and certificate of authority, and current valid license to transact business in the State(s) where the Work is to be performed and/or designation of proper agent(s) in the State(s) where the Work is to be done, upon whom service may be made in the event of litigation, if Proposer is non-resident thereof.

4. A list of local supervisory personnel including telephone numbers and e-mail addresses.
SECTION VI

STANDARD CONTRACT CLAUSES

On all projects of this nature, the DRPA has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of the DRPA’s evaluation of a proposal. These requirements, which follow herein, should be properly considered when preparing a Final Proposal.

BY SUBMITTING A PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ, UNDERSTANDS AND AGREES TO THE FOLLOWING “STANDARD CONTRACT CLAUSES.” THE SUCCESSFUL PROPOSER WILL BE REQUIRED TO ENTER INTO A WRITTEN AGREEMENT WITH THE DRPA WHICH INCLUDES, BUT IS NOT LIMITED TO, THE “STANDARD CONTRACT CLAUSES.”

A. INSURANCE REQUIREMENTS

1. DRPA’s Insurance - The DRPA shall arrange for, carry, and maintain at their own expense, the following insurance coverages:

   a. Commercial General Liability insurance that will provide Bodily Injury, Property Damage and Personal Injury (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, and Broad Form Property Damage). Such Commercial General Liability insurance coverage shall: (1) be occurrence-based; (2) provide limits of liability in an amount not less than $10,000,000 each occurrence and $10,000,000 aggregate (including excess and/or umbrella limits), (3) include at least those coverages generally included in the ISO Commercial General Liability insurance policy form (or its equivalent); (4) include Consultant as an Additional Insured under a blanket "Additional Insured-where required by written contract" endorsement to the Commercial General Liability policy.

2. Consultant’s Insurance - Consultant shall arrange for, carry, and maintain at its own expense the following insurance coverages with insurance companies authorized to do business in the State of New Jersey and who shall have a Financial Rating of A.M. Best A- (Excellent) or Higher and an A.M. Best Financial Size of Class VII or Higher and be acceptable to the DRPA.

   a. Workers' Compensation insurance that will provide statutory benefits as required by the laws of the State of New Jersey and Employer's Liability insurance with limits of liability of no less than $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit covering all employees of Consultant employed in, on or about the Property. Such insurance shall include a waiver of subrogation as to the DRPA.
b. Commercial General Liability insurance that will provide Bodily Injury, Property Damage and Personal Injury (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Broad Form Property Damage). Such Commercial General Liability insurance coverage shall: (1) be occurrence-and per location based; (2) provide limits of liability in an amount not less than $10,000,000 each occurrence and $10,000,000 aggregate (including a follow form umbrella limit policy, (3) include at least those coverages generally included in the ISO Commercial General Liability insurance policy form (or its equivalent); (4) include DRPA, (including their agents, employees, representatives, officers, directors, stockholders, members and managers) as ADDITIONAL INSURED on all liability policies, except for the Workers' Compensation and Professional Liability policies, solely with regard to claims arising out of this Agreement. The coverage offered to the ADDITIONAL INSUREDS on Consultant's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSURED and shall not permit or require such other coverage to contribute to the payment of any loss. The Consultant waives all rights of recovery (Waiver of Recovery/Subrogation) and shall cause its Insurers to waive their rights of subrogation against the DRPA and any of their agents and employees for loss or damage covered by any of the insurance maintained by the Consultant pursuant to this Agreement.

c. Commercial Automobile Liability Insurance with coverage to include All Owned, Hired and Non-Owned Vehicles (Any Auto) on a Per Accident Combined Single Limit of $1,000,000.

d. Fidelity insurance that will provide loss or destruction of money and securities and the Property caused by Consultant's Employee Theft with a limit of liability of not less than $1,000,000 to be maintained through the term of this Agreement and Consultant warrants that continuous coverage will be maintained for a period of three (3) years beginning when the services under the Agreement are completed. A Joint Loss Payable Endorsement shall be added to the policy, naming the DRPA as Loss Payee (ISO Form CR2502 or equivalent).

e. Professional Liability insurance shall be maintained throughout the term of this Agreement with a limit of liability of not less than $10,000,000 per claim and $10,000,000 aggregate limit. If coverage is written on a Claims-made basis, the Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of one (1) year beginning when the work under the Agreement is completed.

All policy limits of Consultant's Insurance may be satisfied by a combination of primary and excess policies.
3. Contractor's Insurance - Consultant shall require that each contractor and any of its subcontractors engaged to perform any work at the Property maintain at the contractor's and/or the subcontractor's expense, the insurance coverages as specified herein.

Consultant shall obtain Certificates of Insurance from each contractor prior to any work being performed. If a Certificate of Insurance provided by a contractor does not contain the insurance requirements listed, Consultant should notify the DRPA's Director of Risk Management.

If any contractor's service may result in an environmental hazard, Consultant will notify the DRPA's Director of Risk Management, prior to any work being performed. In that event, the DRPA's Director of Risk Management may recommend appropriate insurance in addition to that required above.

When necessary to comply with the contract terms and conditions, Consultant is responsible for obtaining renewal certificates of insurance from vendors under contract no later than 30 days prior to the expiration date of the current certificate of insurance on file with the Consultant.

Consultant shall not waive any of the requirements for contractor's insurance without the DRPA's prior written consent. The DRPA shall have the right, upon notice to Consultant by the DRPA's Director of Risk Management to require higher limits and/or additional coverages, from contractors and subcontractors.

4. Certificates of Insurance: Notice of Cancellation or Reduction of Coverage

a. As soon as possible after this Agreement is signed by both the DRPA and Consultant and again on each anniversary of the Effective Date (so long as the Agreement has not been terminated prior to such date), each party shall supply the other party with a Certificate of Insurance evidencing the coverages required of that party under this section. Both the DRPA and Consultant shall be obligated to provide the other party with at least thirty (30) calendar days prior notice of cancellation of, any material change or non-renewal of any required coverage or reduction of limits below what is required under this section, and each party's Certificate of Insurance shall contain an endorsement or the equivalent of, to all insurance policies, of a thirty (30) day notice of nonrenewal or cancellation, except for non-payment of premium ten (10) days as provided under the New Jersey Changes Cancellation and Nonrenewal as issued by the insurance companies and such endorsement copy should be provided with the insurance certificates.

b. The Consultant is responsible for collecting and maintaining renewal Certificates of Insurance from all tenants no later than thirty (30) days prior to the expiration date of the current Certificate of Insurance on file with the Consultant. Renewal Certificates of Insurance should be received by the Consultant no later than ten (10) days after the expiration date of
the previous Certificate of Insurance on file with the Consultant. If Consultant does not receive the renewal Certificate of Insurance within ten (10) days of the expiration of the Certificate of Insurance on file, Consultant shall notify DRPA's Director of Risk Management by phone and follow-up by email. Consultant shall forward all originals of Certificate of Insurance to the DRPA's Director of Risk Management.

c. Consultant shall schedule quarterly meetings with the DRPA's Director of Risk Management to review all Certificates of Insurance on file with Consultant. This includes the certificates of tenants, vendors under contract, and vendors that performed or may perform services for the Property. The Consultant shall at all times maintain and have available at the meetings, an up-to-date schedule of tenants, vendors under contract, and vendors performing services for the Property. The quarterly meetings will be scheduled quarterly for each year of the Agreement.

5. Insurance Claim Administration - Consultant shall develop, draft, maintain, and keep up-to-date, as necessary, an insurance reporting and filing claim procedure for all incidents occurring on the Property. Such claim forms to be developed and drafted shall provide for reporting to the DRPA only, and not to its insurance carrier(s), and shall include but are not limited to incident reporting forms for premises ability, maintenance reports, if the injury was a slip and fall, and an incident report supplemental sheet. Consultant shall, in its capacity as property manager, investigate all incidents or accidents which give rise, or may give rise, to a claim for damages relating to the ownership, operation, and maintenance of the Property, including any damage or destruction to the property, and notify the DRPA in writing as soon as practical and no later than one (1) business day of such incidents or accidents. Consultant is to cooperate with, and make all reports as required to, or authorized by, the DRPA.

Consultant shall develop, draft, maintain, and keep up-to-date, as necessary, a Tenant Emergency Action Plan (“TEAP”) for tenants of the Property including but not limited to:

a. Purpose of plan
b. Property Management Responsibilities
c. Fire Captain Responsibilities
d. Fire Procedure
e. Evacuation Plan
f. Tornado, Hurricane, & Flood Emergency Plan
g. Handicapped Persons / Special Assistance
h. Bomb Threat Procedure
i. Elevator Breakdown Procedure
j. Contaminated Air Procedure
k. Earthquake Procedure
l. Kidnapping
m. Armed Assault Procedure
n. Active Shooter Procedure
o. Hostage Situation  
p. Suspicious Mail or Packages Procedures  
q. Office Security Tips  
r. Emergency Contact Phone Numbers  
s. Appendix for OPC floor diagrams, evacuation routes and staging areas and Fire Captain Designation Form  

6. Provisions Subordinate-to-Law - All of the foregoing provisions regarding Certificates of Insurance are subject and subordinate to, any and all applicable law.  

B. INDEMNIFICATION  

Consultant agrees to indemnify and protect and hold harmless (and defend, if requested) the DRPA and the Indemnified Parties defined below, from and against any and all suits, claims, liabilities, losses, judgments, demands and damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law), which may be suffered by or accrue against, be charged to or recoverable from the Indemnified Parties regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively “Claims”) to the extent arising from the willful misconduct or negligent performance of or omission of performance of the services provided under the Agreement. This includes but is not limited to Claims caused in part by the Indemnified Parties or which are based on strict liability. However, Consultant shall not be required to indemnify the Indemnified Parties for that portion of any claim, suit, action, damage or cost which is caused by the willful misconduct, negligent act or omission of the Indemnified Parties.  

In any and all Claims against the DRPA alleging its own independent fault by any employees of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, Consultant explicitly and unequivocally agrees to indemnify the DRPA and the indemnification obligation under the Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers’ compensation acts, disability benefit acts, or other employee benefits acts or any other legal or contractual provisions.  

Promptly after receipt by the DRPA of notice of any claim, liability or expense, the DRPA shall give timely written notice to Consultant, but the omission to so notify the Consultant promptly will not relieve the Consultant from any liability except to the extent that Consultant shall have been materially prejudiced as a result of the failure or delay in giving such notice. Consultant understands and agrees that the defense and indemnification of the Indemnified Parties under the terms and conditions of the Agreement begins when a claim is brought against the Indemnified Parties or the moment the Indemnified Parties receive notice of the Claim.
The "Indemnified Parties" are and shall include: (i) the DRPA; (ii) the DRPA's beneficiaries, officers, commissioners, directors, members, agents, servants and employees; (iii) any and all parents, subsidiaries, partners and affiliates of the foregoing and all of their respective shareholders, directors, officers, partners, members, agents and employees of all of the foregoing; and (iv) anyone else acting for or on their behalf.

The obligations of the Consultant shall survive the termination of the Agreement or the completion by Consultant of its obligations under the Agreement.

C. TERMINATION AND MODIFICATION

If the DRPA, in its sole discretion, determines that the Consultant has not met its obligations hereunder, the DRPA shall provide Consultant with written notice of any event of default. Commencing on the date that the notice was sent, Consultant shall have ten (10) calendar days to cure the default, unless extended in writing at the discretion of the DRPA. If Consultant fails to cure an event of default, the DRPA reserves the right, in addition to all of its rights at law, in equity, and as elsewhere provided in the Agreement, to terminate the Agreement upon giving not less than ten (10) days’ written notice to Consultant. In the event the DRPA exercises such right of termination, the DRPA shall only be responsible for payments, if any, as outlined in the Agreement, for services which were completed to the satisfaction of the DRPA at the time of termination. After termination, the DRPA shall be without further liability whatsoever to Consultant under the Agreement. The Consultant agrees that it is not entitled to any damages whatsoever in the event of such termination.

Notwithstanding the provisions of the paragraph above, it is understood and agreed that the DRPA hereby reserves unto itself the right to terminate or modify the Agreement at any time, for any reason whatsoever, including, but not limited to, termination for the convenience of the DRPA, upon giving not less than thirty (30) days prior written notice to the Consultant. In the event the DRPA exercises such right of termination, the DRPA shall be without further liability whatsoever to Consultant under the Agreement other than to reimburse Consultant for expenses appropriately incurred prior to Consultant’s receipt of the notice of termination. In the event that the DRPA exercises its right to modify the Agreement, Consultant shall have only such rights as may be stated in the Modified Agreement and shall retain no other rights. The Consultant agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination or modification, other than the aforesaid referenced payments.

This Agreement may also be terminated by either party for cause. If such termination right is exercised by the DRPA, the termination will be effective immediately upon delivery of written notice to Consultant. Consultant's right to terminate for cause shall be effective immediately upon delivery of written notice to the DRPA. The only definitions of "cause" below that will permit Consultant to terminate for cause are the definitions in subsections 1. and 3. below.
"Cause," as used herein, shall mean and refer to:

1. The failure by either party to perform or comply with any of its material obligations hereunder at the time or times and in the manner required under this Agreement without curing such failure within thirty (30) days of receipt by the non-performing party of notice of such failure (unless such failure is of a criminal or quasi-criminal nature, in which event no cure period shall be provided, or unless such failure is of a nature that renders its cure impracticable during such thirty (30) day period, in which event such cure must be commenced within that period and diligently completed); or

2. Consultant's gross negligence in the performance of its obligations under this Agreement or intentionally or willfully defaults under this Agreement; or

3. If Consultant or the DRPA shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, liquidation, dissolution or similar relief for itself under the present or any future law relative to bankruptcy, insolvency or other relief for debtors, or under any regulation promulgated thereunder; or

If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Consultant or the DRPA seeking any reorganization, arrangement, composition, liquidation, dissolution or similar relief under the present or any future law relating to bankruptcy, insolvency, or other relief for debtors, and such party shall acquiesce in the entry of such order, judgment or decree of such order, judgment or decree of such order, judgment or decree shall remain unvacated and unstayed for an aggregate of thirty (30) days from the date of entry thereof, or any trustee, receiver, conservator, or liquidator of such party or of all or any substantial part of such party's property shall be appointed without the consent or acquiescence of such party and such appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days; or

If Consultant or the DRPA shall become insolvent or admit in writing its inability to pay its debts as they mature or is generally not paying its debts as they mature or makes an assignment for the benefit of creditors; or

4. The DRPA sells, transfers or otherwise conveys its interest in the Property.

Notwithstanding any such notice of termination by the DRPA or Consultant, Consultant shall be and remain liable for the performance and the fulfillment of its fiduciary duties and other obligations hereunder and shall maintain all records, documents, property and files unimpaired through and including the effective date of termination and thereafter as and to the extent required by the terms set forth herein.
5. Obligations Upon Termination

a. Upon expiration or termination of this Agreement for any reason, Consultant shall use diligent efforts to deliver to the DRPA within thirty (30) days a full and final accounting, which shall include a statement, outlining in detail any fees and any reimbursements due to Consultant hereunder, and shall simultaneously with the delivery of such statement cause all funds held by Consultant relating to the Property to be delivered to the DRPA, deducting only such sums, including the fees or any other amounts due or payable or to become due or payable to Consultant, not then the subject of any dispute. In the event the DRPA concurs with Consultant's final accounting and any reimbursements due to Consultant, the DRPA shall promptly pay Consultant such amount which remains unpaid, which payment shall be made not later than thirty (30) calendar days after receipt of Consultant’s final accounting; however, if the DRPA does not concur with the final accounting and any reimbursements due to Consultant, the controversy as to the actual amount due to Consultant shall be negotiated in good faith by the DRPA and Consultant, using the parties' reasonable efforts to resolve any disputes promptly. In any event, either party shall promptly pay to the other party any amounts not in dispute prior to the resolution of the disputed amounts between such parties.

b. Upon termination, Consultant shall promptly deliver to the DRPA all original books, records, correspondence, bills and invoices and all other documents, and personal property in Consultant's possession relating to the Property and not previously delivered to the DRPA, including, without limitation, all accounting books and records, rent rolls, security deposit schedules, payroll records, originals and copies of all leases, correspondence, service contracts and agreements, and technical data with respect to operation and maintenance of the various systems of the Property; provided, however, that Consultant may maintain a copy of all such documents.

c. Upon termination, Consultant shall surrender the Property to the DRPA and quit the premises on the date required by the DRPA. Consultant shall use commercially reasonable efforts to cooperate with the DRPA to accomplish an orderly transfer and transition of the operation and management of the Property to a party designated by the DRPA. The DRPA shall assume all obligations and commitments for goods and services authorized herein and made prior to termination by Consultant.

d. At the request of the DRPA, Consultant shall, at the cost and expense of the DRPA, remove all signs previously approved for installation by the DRPA wherever located indicating that the Consultant is the managing agent and replace and restore any damage resulting therefrom, reasonable wear and tear excepted.
The expiration or termination of this Agreement shall not affect the rights of either party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights or obligations of either party with respect to liability or claims accrued, or arising out of events occurring, prior to the date of expiration or termination, all of which shall survive such expiration or termination. Exercising a right hereunder to terminate this Agreement shall not operate to relinquish any other remedy available to the terminating party.

D. WORK PRODUCTS

All materials, calculations, computations, specifications and drawings developed and prepared by and equipment required by the Consultant, in the performance of its services herein, shall become the property of the DRPA. Consultant warrants and represents that all private, proprietary, personal, financial, job classification and other data shall remain confidential, not be distributed or disseminated to any third party without written consent of the DRPA. These materials shall be turned over to the DRPA at or prior to final payment or other termination of this Agreement, or upon written request thereof by the DRPA.

E. DUTY OF CONFIDENTIALITY AND NON-DISCLOSURE

Notwithstanding the existence of any specifically designated Confidential and Privileged/Security Sensitive Information, and not limiting the Consultant’s duties as to such information, the Consultant shall comply with the following policy regarding Confidential Information:

1. Confidential Information

As used in this Agreement, the term “Confidential Information” means all information provided to Consultant; all information to which Consultant has access, including but not limited to reports, correspondence, plans, specifications, files, photos, and internal documents which relate to, address or concern the Project; any information disclosed to Consultant relating to DRPA activities; and any information which Consultant becomes aware of or which is revealed to Consultant as a result of its participation in bidding for and participating in the project. Confidential Information does not include: (i) information which, at the time of disclosure to the Consultant by DRPA, is published, known publicly or is otherwise in the public domain; or (ii) information which, after disclosure to Consultant by the DRPA, is published, becomes known publicly, or otherwise becomes part of the public domain, through no fault of Consultant; or (iii) any report, studies, recommendations, data or information relating to, or made or developed in the course of the Scope of Services; or (iv) as the result of the performance of this Agreement.

2. Obligation of Confidentiality

Consultant agrees to obtain, receive, and hold all Confidential Information in strict trust and confidence and that such Confidential Information will not be used by
Consultant for any purpose other than in connection with the bidding for and participation in the project without the DRPA’s prior written consent. Consultant agrees that it shall not disclose, disseminate, publish, reproduce or otherwise use or communicate Confidential Information to any third party. It is also agreed that in the event such information is disclosed to a third party or associate, Consultant will obtain prior written consent of the DRPA and will advise the third party beforehand of the confidential nature of the information and require them to enter into a written agreement to protect the confidentiality of such information. The obligation for confidentiality under the provisions of this Agreement shall be continuing.

3. Security

Consultant shall institute any and all security procedures necessary to insure that the Confidential Information is not disclosed to third parties in violation of this Agreement. Consultant may disclose the Confidential Information only to those officers, directors, employees, and agents, and representatives of Consultant, approved by the DRPA, who need access to the Confidential Information for the project services. All such officers, directors, employees, agents, and representatives must be informed of the existence and nature of this provision. The parties hereto are responsible for the compliance of such officers, directors, employees, agents, and representatives with the terms and conditions of this Agreement.

4. Return of Confidential Information

Consultant hereby agrees that within thirty (30) days of the expiration or termination of this Agreement, Consultant shall return to the DRPA all copies in its possession of Confidential Information as well as all copies of any and all other documents and information obtained by Consultant or any of its representatives, agents, employees, officers, directors, or shareholders, whether originally supplied by the DRPA or prepared on the DRPA’s behalf by or under Consultant’s direction.

5. Disclosures and Discovery Requests

If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Consultant, Consultant shall notify the DRPA thereof with sufficient promptness so as to enable the DRPA to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the DRPA, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Consultant shall immediately give the DRPA written notice of that fact and a detailed account of the circumstances regarding such disclosure to the DRPA.
F. NON-DISCRIMINATION PROVISIONS

The DRPA is firmly committed to providing equal employment and business opportunities for all persons regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, limited English proficiency (“LEP”) or non-job related disability. To that end, the DRPA will affirmatively assure that in regard to any DRPA contract entered into, all qualified persons will be afforded equal opportunity to participate in the contract process and will not be discriminated against on grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, LEP or non-job related disability.

The Consultant shall include the following seven (7) paragraphs in every subcontracting agreement or purchase order in such a manner that the provisions shall be binding upon each subconsultant and supplier working on the project. The Consultant also agrees to be bound by applicable federal, state and local affirmative action and civil rights laws.

1. The Consultant warrants and represents that in carrying out its obligations under this Agreement, it will not discriminate against employees or applicants for employment because of race, color, religion, national origin, sex, age, or non-job-related disability, and will undertake or continue to comply with all existing or future state and federal laws, rules and regulations respecting programs of Affirmative Action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this Agreement, affirmative action shall mean those activities undertaken during the course of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation, to ensure that minority group members and women are afforded equal employment and contracting opportunities.

2. The Consultant shall make a substantial good faith effort to recruit minority and female subconsultant and suppliers having substantial minority and female representation among their employees.

3. All advertisements or requests for employment placed by the Consultant or on the Consultant’s behalf, shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, LEP or non-job related disability.

4. The Consultant shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Consultant.

5. It shall be no defense to a finding of noncompliance with obligations of this non-discrimination clause that the Consultant delegated some of its employment practices to any union, training program, or other source of recruitment which
prevents it from meeting the contractual obligation not to discriminate. However, if the evidence indicates that the Consultant was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in determining whether the Consultant is in compliance with the nondiscrimination clause.

6. The Consultant shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event the Consultant fails to comply with the provisions of the nondiscrimination clause of this Agreement or with any applicable laws, the Agreement may, after hearing and adjudication by the DRPA, be terminated or suspended, in whole or in part, and the Consultant may be declared temporarily ineligible for further DRPA contracts. Such termination or suspension shall not entitle Consultant to any damages or additional compensation.

7. The Consultant shall, upon request, furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the DRPA for purposes of ascertaining the Consultant’s compliance with the provisions of this nondiscrimination clause. If the Consultant does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the DRPA.

G. SUBCONTRACTING OR SUBLETTING

Prior written approval of the DRPA is required for subcontracting any services covered by the Agreement other than those included in the Consultant’s Proposal. Requests for authorization to subcontract, must be submitted in writing to the DRPA’s Chief Executive Officer accompanied by a description of the specific work to be subcontracted, the total value of such sublet work, and proof that the organization which will perform the subcontracted work is particularly equipped and capable to perform such work. The right to qualify, accept or reject any subconsultant is reserved expressly to the DRPA.

H. APPLICATION OF LAWS AND REGULATIONS

By entering into an Agreement with Consultant, the Authority does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DRPA.

I. AUDIT AND INSPECTION OF RECORDS

The Consultant shall permit the authorized representatives of the DRPA to inspect and audit all data and records of the Consultant relating to its performance under the Agreement.
J. CONSULTANT - INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and under no circumstances shall it, its servants, agents or employees be or become employees of the DRPA in consequence of the work performed under the Agreement.

K. GOVERNING LAW

The laws of the State of New Jersey shall govern the validity, interpretation, construction, and performance of these terms and conditions.

L. ENTIRE AGREEMENT

It is expressly understood and agreed by and between the parties hereto that the Agreement sets forth all the promises, conditions and understanding between them relative to the Agreement and that there are no promises, agreements, conditions or understandings, either oral or written, between the parties other than are herein set forth. It is further understood and agreed that, no modification, alteration, or other change to the Agreement shall be binding unless reduced to writing and signed by the duly authorized representatives of the parties.

M. WAIVER

A waiver by any party of a breach or default by the other party of any provision of the Agreement shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

N. CAPTIONS

All headings preceding the text of the several sections and paragraphs hereof are inserted solely for the convenience and reference of the parties and does not constitute a part of the Agreement, nor shall they affect their meaning or interpretation thereof.

O. SEVERABILITY

If any provision of the Agreement shall be invalid or unenforceable, in whole or in part, such provision and the Agreement shall be deemed and construed to be modified or restricted to the extent that and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from the Agreement as the case may require.

P. NO THIRD PARTY BENEFICIARIES

The parties to the Agreement do not, by entering into an Agreement, intend to confer any benefit to a third party.
Q. INTELLECTUAL PROPERTY

Consultant acknowledges and agrees that all work produced pursuant to this Agreement is work made for hire and accordingly, all copyright, trademark, and intellectual property rights are owned exclusively by DRPA.

R. ASSIGNMENT

This Agreement and the obligations created hereunder may not be assigned by Consultant without the express written consent of the DRPA.

S. CONFLICT OF INTEREST

The Consultant shall be ineligible to participate in any capacity in DRPA contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Consultant's performance of work under this Agreement for a period of two (2) years after the completion of this Agreement. Furthermore, unless so directed in writing by the Contracting Officer, the Consultant shall not perform any advisory and assistance services work under this Agreement or on any of its products or services or the products or services of another firm if the Consultant is or has been substantially involved in their development or marketing.

If, under this Agreement, the Consultant prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Consultant shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Consultant shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

If the Consultant, in the performance of this Agreement, obtains access to information, such as reports, studies, financial plans, internal data protected by the Privacy Act of 1974, or data which has not been released or otherwise made available to the public, the Consultant agrees that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the DRPA based on such information for a period of six (6) months after either the completion of this Agreement or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal which is based on such information until one (1) year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by the DRPA.

T. NOTICES

All communications which may be or are required to be given by either party to the other herein shall be in writing and by personal delivery or delivered or sent by prepaid registered mail to the parties at the addresses set forth below:
Karen Cyphers, Contract Administrator  
Delaware River Port Authority  
P.O. Box 1949  
Camden, NJ 08101-1949

Raymond J. Santarelli, General Counsel  
Delaware River Port Authority  
P.O. Box 1949  
Camden, NJ 08101-1949

U.   JOINT VENTURES

A Proposer consisting of more than one business entity must clearly identify itself in the proposal as a joint venture. Each party to a joint venture shall provide financial data (i.e., financial statement, D&B report, etc.) as a separate business entity. Each party to a joint venture shall bear, jointly and severally, the entire responsibility for contract performance.

V.   BANK ACCOUNTS

1.   Management Account

All monies collected by Consultant hereunder shall be deposited forthwith by Consultant upon receipt to a separate account or accounts at such banking institution or institutions as the DRPA may direct, such accounts to be titled as agreed by the DRPA and Consultant. The Management Account shall be opened by Consultant in trust for the DRPA, and no withdrawals shall be made therefrom by Consultant except on such signatures as the DRPA may direct and except pursuant to and for the purpose of carrying out this Agreement. At the end of each month, Consultant shall make a determination of its compensation and shall issue a check from the Management Account payable to itself in such amount and shall disclose the amount of this payment in its reports. If at any time the monies in the Management Account shall exceed the sum of the compensation to Consultant for the immediately preceding month and the expenses relating to that operation of the Property for the immediately preceding month, Consultant shall so notify the DRPA and the DRPA shall have the right to instruct Consultant to withdraw such excess, or any portion thereof, and pay such excess to the DRPA. If the funds in the Management Account together with rental income are not sufficient for the payment by Consultant of the proper costs and charges to be paid by it hereunder and for the payment of its compensation as provided for herein, the DRPA shall deposit in the Management Account all necessary funds required, and Consultant shall thereupon make payments of such cost and charges and its compensation.

2.   Security Deposit Account

All security deposits received by Consultant shall be deposited on the date received or the next business day, into the Operating Account or in a segregated security deposit account, if required by and in compliance with applicable law. No interest
shall be paid to any tenant with respect to any security deposit unless required by the lease terms or by state or local law, and then only to the extent required by law. All security deposit funds shall be deposited, maintained, paid out as provided herein and in compliance with the applicable lease agreement and all applicable laws.

W. OFFICE SPACE AND STORAGE

The DRPA shall provide to Consultant, at the DRPA's expense, suitable office space, constructed and furnished in a manner consistent with the image and marketing of the Property, together with all such furniture, equipment, utility and telecommunications services, as may be reasonably necessary for Consultant to fulfill its duties and responsibilities under this Agreement. In addition, the DRPA agrees to provide Consultant, without charge, a suitable storage area within the Property for Consultant’s equipment, tools, materials, and supplies furnished or consigned to Consultant by the DRPA or furnished to the DRPA by Consultant. The designated office space and storage area shall be maintained by Consultant in a clean, orderly and safe condition at all times.