



## *Municipality of Princeton*

*Witherspoon Hall  
400 Witherspoon Street  
Princeton, NJ 08540-3496*

*Office of the Engineer  
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*DEANNA STOCKTON, P.E., C.M.E.  
Municipal Engineer  
[dstockton@princetonnj.gov](mailto:dstockton@princetonnj.gov)*

### **REQUEST FOR PROPOSAL PRINCETON PARKING: INVENTORY, ANALYSIS AND RECOMMENDATIONS TO SUPPORT ECONOMIC GROWTH**

#### **NOTICE TO VENDORS**

Notice is hereby given that proposals will be received by the Municipality of Princeton in the County of Mercer, State of New Jersey, at the Engineering Department, 400 Witherspoon Street, Princeton, New Jersey 08540 no later than November 4, 2016 at 12 PM.

The Request for Proposal for **“PRINCETON PARKING: INVENTORY, ANALYSIS AND RECOMMENDATIONS TO SUPPORT ECONOMIC GROWTH”** is available on the municipal website at <http://www.princetonnj.gov/bids-rfp/index.html>.

Five (5) paper copies of the proposals shall be submitted, and shall contain a company overview; personnel working on the project including their resumes and work experience; a schedule of tasks and milestones; a detailed scope of work clearly illustrating tasks to be accomplished; and three examples of similar work including the client / owner’s name, contact, phone number, email address, description, cost and duration of the project. A cost estimate to complete the specified services shall be submitted in a separate, sealed envelope for review and negotiation after the proposals have been evaluated. Consultants are advised that the contract time is one year.

The consultant is advised that the project is funded through the Delaware Valley Regional Planning Commission (DVRPC) using federal funds. As such, he or she should become familiar with any federal contract requirements and DVRPC requirements. The successful consultant is expected to fully cooperate in meeting DVRPC requirements to complete the project.

The Municipality intends to award this project to the most qualified consultant as long as the consultant’s cost estimate (as may be negotiated) is, in the Municipality’s determination, reasonable and within the project funding amount. The Municipality reserves the right to reject any and all proposals to the extent permitted by law. An award will be made or proposals will be rejected within 60 days after the opening of bids, unless extended as provided by law.

Linda S. McDermott  
Municipal Clerk

## I. **BACKGROUND**

Princeton has been awarded a Transportation and Community Development Initiative Grant from the Delaware Valley Regional Planning Commission (DVRPC), for the purpose of conducting a Parking Study.

Princeton, a largely built-out community of 30,000 people, is developed with narrow, tree-lined streets, 20 historic districts including the downtown area, and 3 universities. In its Master Plan, Princeton emphasizes the need to evaluate parking to enhance the accessibility and vibrancy of its downtown without detriment to the residential neighborhoods. Daily traffic includes 21,000 in-commuters from other communities and 2,000 residents that drive to in-town jobs. Princeton University also brings more than 700,000 visitors a year to Princeton. Residents travel to work in non-vehicular modes more than the state average: 6 times higher by walking and 15 times higher for bicycling. 12% of households do not have an access to a car - twice the state average. However, the built environment is focused primarily on vehicular movements and parking rather than providing valid accommodations for cycling and walking. Moreover, businesses are challenged to find workers due to the high cost of close-in parking. Through this study, we seek to understand the parking supply, demand, and usage rates in order to facilitate sustainable economic development in the downtown.

Princeton reserves the right to reject any and all proposals submitted for consideration.

## II. **SCOPE OF SERVICES**

The Parking Study area encompasses the central business district bounded by the dashed line, shown on the Parking Map provided in Appendix A.

A. **Analyze Existing Material**: Compile previous studies, existing parking policies, zoning, subdivision and land development ordinances. Provide a summary of the reference data in the final report. Items to be provided by Princeton:

- Current public parking inventory (locations and quantities in map and spreadsheet forms)
- Current land use and parcel map (<http://www.princetonnj.gov/maps.html>)
- Community Master Plan ([http://princetonnj.gov/masterplan/table\\_of\\_contents.html](http://princetonnj.gov/masterplan/table_of_contents.html))
- Study of Parking Supply and Demand in the Borough of Princeton, January 19, 2000
- A Recommended Plan for Downtown and Its Neighbors, Draft Report Prepared for Princeton Future, Inc., February 6, 2003
- Princeton Borough Crosswalk Improvement Plan, May 2007
- Princeton & Greater Princeton; A Statistical Portrait, March 16, 2013, Ralph R. Widner (<http://www.princetonfuture.org/16mar13ppt.pdf>)
- Princeton's Profile 2014, Compiled by Ralph R. Widner (<http://princetonfuture.org/13dec14ppt.pdf>)
- Traffic Facts & Possible Transit Strategies, February 22, 2014, Ralph R. Widner ([http://princetonfuture.org/images\\_index/20140222Widner.pdf](http://princetonfuture.org/images_index/20140222Widner.pdf))

- Draft Princeton Bicycle Master Plan, Parsons Brinckerhoff, July 2016  
(<http://princetonnj.gov/masterplan/master-plan-meeting-072716.html>)
  - Nassau Streetscape Design Standards, draft July 2016  
(<http://princetonnj.gov/Streetscapes/16005-Princeton-Streetscape-Draft-Standards-160912.pdf>)
- B. Perform a Parking Survey and Provide Recommendations: Propose a methodology for a survey of citizens to determine parking needs and effectiveness of Princeton’s parking management. Survey local residents, students, business owners and employees, customers/visitors and developers. Surveys shall aim to identify their needs, concerns, experiences and issues with current parking conditions in the downtown. The survey shall have multiple ways of responding: drop off at / mail to municipal buildings, return phone call to consultant, email, and a web-based survey to encourage widespread participation. A summary of the collected surveys and specific recommendations to address issues raised in the survey shall be included in the final report.
- C. Inventory Existing Public and Private On-Street, Garage and Surface Lot Parking Spaces: Prepare a block by block inventory within the study area of the following data: on-street parking spaces (number, location, time limit, and hours of service); public and private parking lot spaces (number, location, time limit, and hours of service); bus stops; loading zones and ADA-accessible parking. This data shall be presented on a GIS map and spreadsheets in the final report.
- D. Parking Utilization Observations and Analysis: The study area shall be examined at different times of day and days of the week to provide insight into the changing dynamics in the parking demand of the downtown and to determine average and peak occupancy, average turnover and average parking durations. Identify peak demands and periods of the day when parking is at low demand. Identify sub-areas in the Princeton where there are “spot shortages” and identify where parts of the Princeton may have continued surpluses.

Identify congested or problem parking areas within the study area. Identify on-street parking spaces that are not in conformance with state law (for example, within 25 feet of a crosswalk). Any underutilized private lots that could potentially provide additional parking in high volume parking areas shall be identified. Identify where new metered on-street parking areas may be created if parking spaces are relocated to comply with ADA and other applicable state and federal laws.

- E. Assessment of Existing and Future Land Uses & Calculation of Theoretical Demand: Assess the demand for parking within the study area and evaluate the demand to current inventory; project new demand based on current land use ordinances. Evaluate parking and site plan standards contained in the Zoning Ordinance.

Identify potential new revenues or new areas for parking through acquisitions/dispositions or new development: Identify locations best suited for new

parking facilities and provide a phased implementation plan to meet future parking needs.

F. Review the Opportunities for, and Impact of, the Following Innovative Practices:

- Removal of minimum off-street parking standards
- Reduction of off-street parking standards in exchange for providing long-term (covered / secure) bicycle parking
- Creation of a parking bank to pay for future public parking infrastructure
- Creation of license agreements for the public use of private off-street parking lots

G. Deliverables

- Electronic draft report for public distribution.
- Fifteen (15) bound copies of the final reports for public distribution.
- Digital copies of draft and final reports for public distribution.
- Digital (CAD, GIS or other format as determined by Princeton) copies of all maps included in final report.
- Digital presentation of final report.

H. Public Meeting Participation and Communication

- Kick-off meeting with Princeton staff to plan stakeholder/public participation process and dates.
- Up to eight (8) stakeholder meetings with downtown business owners, employees, residents, Princeton University staff, Greater Mercer Transportation Management Association staff, and Princeton municipal staff.
- Up to three (3) public input meetings.
- One (1) final presentation of the final Parking Study Report at a Princeton Council Meeting.

**III. Qualifications**

Only firms that can meet these minimum requirements will be considered. Responding firms must have the following qualifications:

- A. Experience in the area of downtown parking studies. References shall be submitted by firms demonstrating their knowledge and experience with parking studies. Include the client / owner's name, phone number and email address.
- B. Business and professional registrations in New Jersey (BRC – Business Registration Certificate) and the proper professional licenses for performing the services contemplated and shall maintain such licenses during the duration of the project. Include a narrative of personnel and resources available to perform the services requested.
- C. Sufficient insurances, including errors and omissions insurance and/or professional liability insurance that will protect him/her from claims arising from his/her activities on the proposed project.
- D. Experience with federal contract requirements including Title VI non-discrimination provisions, that may flow down to the consultant and be included as part of the consultant agreement. The consultant is advised that the project is funded through the

Delaware Valley Regional Planning Commission (DVRPC) using federal funds. As such, he or she should become familiar with any federal contract requirements, including but not limited to contract procurement and administration under the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § Sec. 200 et seq.), and DVRPC requirements regarding Disadvantaged Business Enterprise involvement and small businesses. The successful consultant is expected to fully cooperate in meeting DVRPC requirements to complete the project.

*Disadvantaged Business Enterprise Involvement: DVRPC is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) and small business concerns to compete for work. DBE's are certified in accordance with 49 CFR part 26. Small business concerns are those entities seeking to participate in contracts that meet the definition of small business concern set forth in section 3 of the Small Business Act and Small Business Regulations implementing it at 13 C.F.R. Part 21. Consultants are encouraged to involve Disadvantaged Business Enterprises and small business concerns in the required work and to submit documentation of any such involvement in the proposal.*

- E. Verification that the consultant is not listed on the Federal government's "Excluded Parties List System" in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implements Executive Orders 12549 and 12689, "Debarment and Suspension."

#### **IV. Submittal Requirements**

Responding firms shall submit five (5) copies of their proposal. Proposals must be submitted in paper form. No digital or faxed copies.

Proposals must be submitted by mail or delivery no later than November 4, 2016 at 12 PM to the following address:

Municipality of Princeton  
Engineering Department  
400 Witherspoon Street  
Princeton, NJ 08540  
Attn: Deanna Stockton, P.E., Municipal Engineer

Proposals shall contain a company overview; personnel working on the project including their resumes and work experience; a schedule of tasks and milestones; a detailed scope of work clearly illustrating tasks to be accomplished; and three examples of similar work including the client / owner's name, contact, phone number, email address, description, cost and duration of the project.

A cost estimate to complete the specified services shall be submitted in a separate, sealed envelope for review and negotiation after the proposals have been evaluated. Consultants shall utilize the format provided in Appendix B for the budget cost estimate.

**V. Evaluation of Proposals and Selection Process**

Princeton will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the Princeton's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

**A. Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. Princeton may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, Princeton reserves the right to request clarifications or additional information from any or all consultants regarding their proposals.

**B. Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth below. The Committee may also contact consultants' references. Proposals will be reviewed and evaluated using the following criteria:

- Professional qualifications: qualifications of the firm and staff to complete a downtown parking study. Discussion of professional licensure, academic work, professional experience, and professional affiliation relative to the content of this project. (40%)
- Past performance: past performance on similar contracts with agencies in terms of cost control, quality of work, and compliance with performance schedules. Past performance documentation should include a list of at least three comparable projects including project contact, project description, cost and duration of the project. (40%)
- Specialized experience: specialized experience and demonstrated technical competence in previous experience with municipal projects. (20%)

Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. Princeton may reject any proposal in which a consultant's approach, qualifications, or past performance is not considered acceptable by Princeton.

**C. Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the consultants included in this stage of the evaluation process may be invited to participate in an oral interview. The individual(s) from the consultant's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. In addition to conducting an oral interview, Princeton may during this stage of the evaluation process also contact and evaluate the consultant's references, contact any consultant to clarify any response or request revised or additional information, contact any current users of a consultant's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all consultants according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and open the cost estimate for the specified scope of work of the highest ranking consultant. At this time, the Committee may make a recommendation for award, or it may request Best and Final Offers from the consultant. Princeton may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm. Princeton may recommend award without Best and Final Offers, so consultants should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing consultants unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by Princeton, Princeton may terminate negotiations and commence negotiations with the next highest scoring consultant or withdraw the RFP.

**VI. Contract Agreement**

The selected consultant will execute an Agreement for Services with Princeton describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix C to this RFP, which may be modified by Princeton. All consultants are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by Princeton and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the consultant includes with its proposal, in writing, any conditions or exceptions requested by the consultant to the proposed Agreement.

The successful firm will be required to do the following:

- Shall enter into a contract with Princeton.
- Create a working schedule, prioritize each area subject upon its importance and feasibility and then make recommendations to the Council members on the adoption of the parking study.
- Coordinate and work with the various departments of the Princeton including but not limited to the Administration, Clerk, Planning, Zoning, Parking Operations, and Public Works.
- Follow DVRPC payment and invoicing requirements.

All firms will be notified of the selection when Council selects the consultant.

A. Affirmative Action

Bidders are required to comply with the requirements of Title VI of the Civil Rights Act of 1964. Specifically, "the contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R., part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Prior to execution of an Agreement, the selected firm will be required to submit the following documents disclosing Affirmative Action evidence: Letter of Federal Approval or Letter of Approval of EEO/AA Program provided by NJDOT Division of Civil Rights. If a firm does not have the approval letter, they must submit their Affirmative Action Plan to the NJDOT's Division of Civil Rights for approval.

B. Business Registration for Providers of Goods and Services to the State

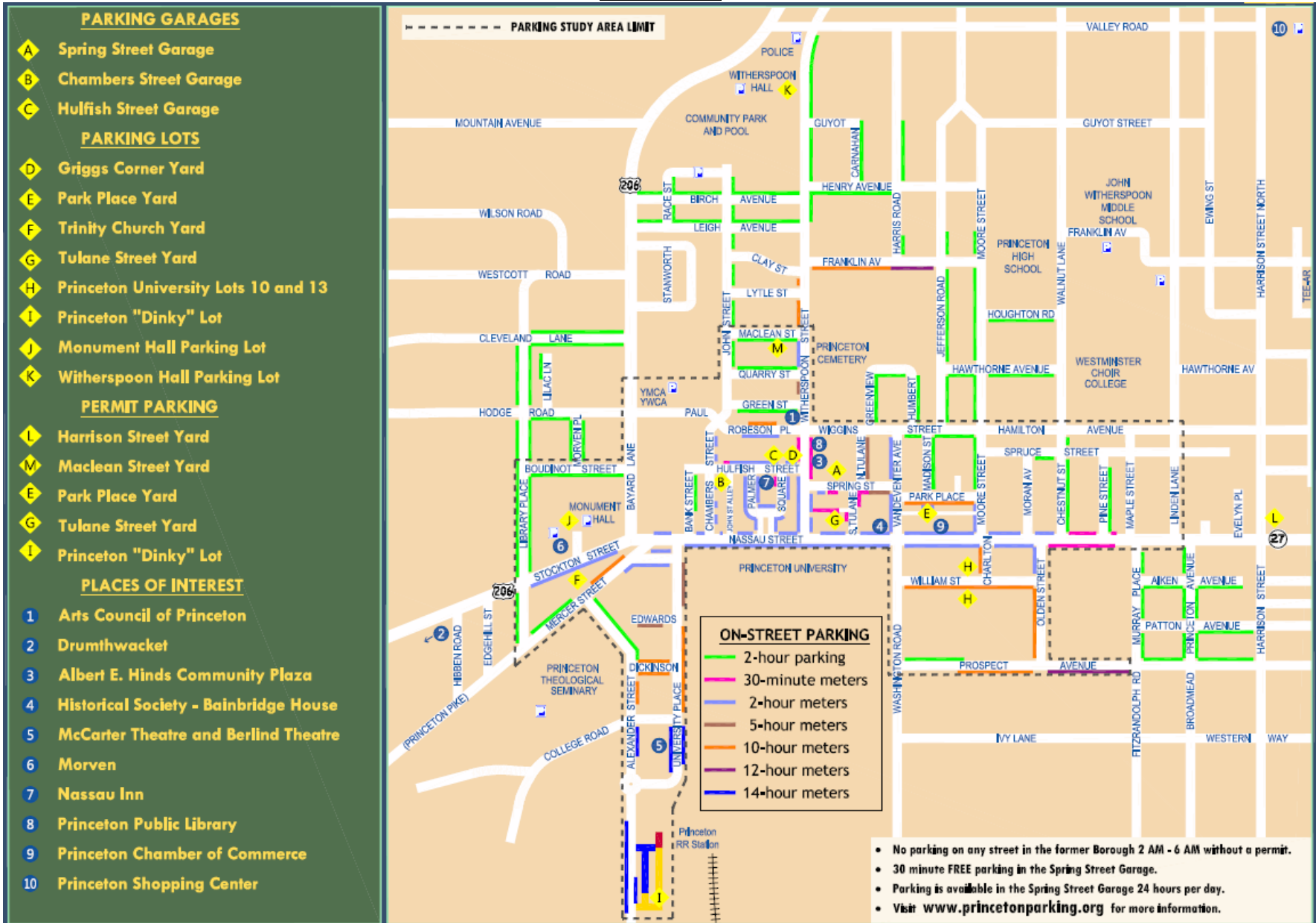
In accordance with N.J.S.A. 52:32-44, all New Jersey and out of State consultants must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in Princeton. The bidder must submit a copy of its BRC and that of any named subcontractor to Princeton prior to the time a contract is awarded or authorized. A bidder who fails to submit a copy of a valid BRC in accordance with the statute will be held liable for monetary penalties in accordance with N.J.S.A. 54:49-4.1

C. Notice Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.



### APPENDIX A



2015 Single Space Meter Inventory

DESCRIPTION	METER QTY	LIMIT	RATE/HR	ENFORCEMENT		
				MON-SAT	8-7	
ALEXANDER 10 HR	12	10 HR	40c	MON-SAT	8-7	
ALEXANDER 14 HR	12	14 HR	30c	MON-SAT	6-7	
CHAMBERS 2 HR NAS TO HUL	10	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8
CHAMBERS 10 HR	8	10 HR	100/60	MON-SAT	8-7	
CHAMBERS 2 HR HUL TO PRN	7	2 HR	\$1.00	MON-SAT	8-8	SUN 1-8
CHARLTON	15	10 HR	75/40	MON-SAT	8-7	
DICKINSON	24	10 HR	40c	MON-SAT	8-7	
EDWARDS	10	5 HR	\$1.00	MON-SAT	10-6	
FRANKLIN 10 HR	26	10 HR	40c	MON-SAT	8-7	
FRANKLIN 12 HR	9	12 HR	30c	MON-SAT	6-6	
GRIGGS CORNER YARD	24	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8
HULFISH	16	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8
	2	30 MIN				
MERCER 10 HR	19	10 HR	75/40	MON-SAT	8-7	
MERCER ISLE \$ 3 ON NAS	9	2 HR	\$1.00	MON-SAT	8-7	
NAS - BAY TO CH - EVEN SIDE	5	2 HR	\$1.25	MON-SAT	8-7	
MOORE	8	2 HR	\$1.00	MON-SAT	8-7	
NAS CH TO WS - EVEN SIDE	19	2 HR	\$1.25	MON-SAT	8-8	
NAS - U TO PSQ - ODD SIDE	20	2 HR	\$1.00	MON-SAT	8-8	

NAS - WS TO TUL - EVEN SIDE	15	2 HR	\$1.25	MON-SAT	8-8	
NAS - WS TO TUL - ODD SIDE	11	2 HR	\$1.00	MON-SAT	8-8	
NAS - TUL TO V - EVEN SIDE	11	2 HR	\$1.25	MON-SAT	8-8	
NAS - TUL TO V - ODD SIDE	17	2 HR	\$1.00	MON-SAT	8-8	
NAS - V TO XWALK	31	2 HR	\$1.00	MON-SAT	8-7	
NAS - XWALK TO MO	26	2 HR	\$1.00	MON-SAT	8-7	
NAS - MO TO OLD	17	2 HR	\$1.00	MON-SAT	8-7	
NAS - PAST OLD	14	2 HR	\$1.00	MON-SAT	8-7	
NAS - PAST HARR	6	2 HR	75c	MON-SAT	8-6	
OLDEN 10 HR	21	10 HR	40c	MON-SAT	8-7	
OLDEN 2 HR	10	2 HR	\$1.00	MON-SAT	8-7	
PALMER SQ EAST & SOUTH	7	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8
	16	30 MIN				
PARK PLACE	23	10 HR	100/60	MON-SAT	8-7	
PARK PLACE EAST YARD	9	2 HR	\$1.25	MON-SAT	8-7	
PARK PLACE YARD	65	10 HR	100/60	MON-SAT	8-6	
PROSPECT 10 HR	21	10 HR	40c	MON-SAT	8-7	
PROSPECT 12 HR	34	12 HR	30c	MON-SAT	6-6	
PROSPECT 2 HR	17	2 HR	\$1.00	MON-SAT	8-7	
PAUL ROBESON 10 HR	15	10 HR	100/60	MON-SAT	8-7	
PAUL ROBESON 2 HR	13	2 HR	\$1.00	MON-SAT	8-8	SUN 1-8
PALMER SQ WEST	34	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8

LOWER UNIVERSITY	51	14 HR	30c	MON-SAT	6-7	
SPRING - WS TO TULANE	5	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8
	2	30 MIN				
SPRING - TULANE TO V	10	2 HR	\$1.00	MON-SAT	8-7	
	3	30 MIN	\$1.25	MON-SAT	8-8	SUN 1-8
SOUTH TULANE	0	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8
	5	30 MIN				
NORTH TULANE	9	5 HR	\$1.00	MON-SAT	8-8	SUN 1-8
TULANE WEST YARD	13	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8
	4	30 MIN				
TRINITY YARD	23	10 HR	75/40	MON-SAT	8-6	
UNIV - ED TO DICK	13	10 HR	75/40	MON-SAT	8-7	
UNIV - NAS TO USTORE	18	5 HR	\$1.00	MON-SAT	8-7	
UNIV - DICK TO COLL	17	10 HR	75/40	MON-SAT	8-7	
UNIV YARD 10 HR	0	10 HR	75/40	MON-SAT	8-6	
UNIV YARD 12 HR	0	12 HR	30c	MON-SAT	8-8	
VANDEVENTER	21	2 HR	\$1.00	MON-SAT	8-7	
15 MIN NEAR WAWA	17	15 min	\$1.25	7 DAYS	24	
WILLIAM	43	10 HR	75/40	MON-SAT	8-7	
WSPoon - NAS TO SP/HUL	27	2 HR	\$1.25	MON-SAT	8-8	SUN 1-8
WSPoon NEAR FR	4	10 HR	40c	MON-SAT	8-7	
WSPoon - SP/HUL TO PRN	8	30 min	\$1.25	MON-SAT	8-8	SUN 1-8

WSPOON OUTSIDE CBD	20	2 HR	\$1.00	MON-SAT	8-7	
WSPOON GREEN TO QUARRY	8	5 HR	\$1.00	MON-SAT	8-7	
Total	1009					

**Appendix B**

<b>Consultant</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	

<b>1. Direct Labor (Employee Name and Title)</b>	<b>Estimated Hours</b>	<b>Payroll Rate</b>	<b>Labor Cost</b>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Direct Labor</b>			<b>\$</b>

<b>2. Labor Overhead (Employee Name and Title)</b>	<b>Overhead Rate</b>	<b>Direct Labor</b>	<b>Overhead Cost</b>
Please enter overhead percentage rate as a decimal i.e. (63% = 0.63) or 161% = 1.61)			\$
<b>Total Labor Overhead</b>			<b>\$</b>

<b>3. Direct Expenses (Describe)</b>	<b>Direct Expense</b>	
	\$	
	\$	
	\$	
	\$	
	\$	
<b>Total Direct Expenses</b>		<b>\$</b>

<b>4. Profit (10% maximum – Labor &amp; Overhead)</b>	<b>Estimated Cost</b>
<b>Total Profit</b>	<b>\$</b>

**Total Consultant Budget \$ \_\_\_\_\_**

**APPENDIX C**

**PRINCETON PROFESSIONAL SERVICES AGREEMENT 2016**

THIS AGREEMENT ("Agreement" or "agreement") entered into this \_\_\_ day of \_\_\_\_\_ 2016 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "PRINCETON") and \_\_\_\_\_ (hereafter referred to as "CONSULTANT").

**WITNESS**

WHEREAS, PRINCETON desires to obtain professional services in connection with \_\_\_\_\_; and

WHEREAS, on \_\_\_\_\_, CONSULTANT provided a written proposal, along with a cost proposal, to PRINCETON for purposes of performing the professional services to PRINCETON, a copy of which is attached as Exhibit A hereto; and

WHEREAS, the \_\_\_\_\_ Proposal includes provision of \_\_\_\_\_ Services on behalf of PRINCETON; and

WHEREAS, by resolution, the Council awarded an agreement for professional services to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform professional services and other related duties in connection with \_\_\_\_\_. The specific tasks involved in these services are more fully set forth in the CONSULTANT'S proposal, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT'S proposal and this Agreement, the terms of this Agreement shall control.
  - a. The parties further acknowledge that CONSULTANT'S services hereunder are subject in whole or part to reimbursement under a certain Federal Aid Agreement between the Delaware Valley Regional Planning Commission (DVRPC), and PRINCETON.
2. Term. This Agreement shall become effective on \_\_\_\_\_, 2016 and shall terminate upon CONSULTANT's completion of services.
3. Compensation; Manner of Payment.
  - a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed \_\_\_\_\_ Dollars and \_\_\_/100 (\$\_\_\_\_\_).

b. CONSULTANT shall bill PRINCETON monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A. CONSULTANT shall give written notice to PRINCETON when the CONSULTANT has billed eighty percent (80%) of the compensation set forth in paragraph 3a.

c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.

4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit C.

5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit D.

6. Insurance; Hold Harmless.

a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies except for professional liability insurance coverage.

b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the CONSULTANT'S acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

7. Pay to Play. The proposal pursuant to which this Agreement was awarded was solicited through a "fair and open process" in accordance with N.J.S.A. 19:44A-20.2 et seq., and as such, CONSULTANT is exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in the New Jersey Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq. will not adversely affect the award of this Agreement.

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by reference represent the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.



9. Compliance with Laws. CONSULTANT agrees to comply with all applicable federal, state and local laws and ordinances in accordance with this Agreement.

10. Termination For Cause. This Agreement may not be terminated except for cause, as defined in this section 10. If default is made in the performance of any material covenant, condition, term or agreement by a PARTY (“defaulting PARTY”), and such default is not cured within fifteen (15) days after receipt by the defaulting PARTY of written notice of such default from the non-defaulting PARTY, then the non-defaulting PARTY may terminate this Agreement upon written notice; provided however, where any such default cannot reasonably be cured within fifteen (15) days, the non-defaulting PARTY may not terminate the Agreement if the defaulting PARTY commences to cure such default within the fifteen (15) day period, and thereafter diligently pursues such cure to completion. In the event of a default, the non-defaulting PARTY shall be entitled to all remedies at law or in equity.

11. Transferability. This Agreement shall not be sold, assigned or ownership transferred without the consent of PRINCETON and DVRPC.

**IN WITNESS WHEREOF**, the parties have set their hand and seal the day and date first written above.

**ATTEST:**

**PRINCETON, a municipal corporation of  
the State of New Jersey**

\_\_\_\_\_  
Linda S. McDermott, Clerk

By: \_\_\_\_\_  
Liz Lempert, Mayor

**CONSULTANT**

\_\_\_\_\_

By: \_\_\_\_\_  
CONSULTANT

**EXHIBIT A  
PROPOSAL**

**EXHIBIT B  
INTENTIONALLY OMITTED**

**EXHIBIT C  
AFFIRMATIVE ACTION / EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT  
FOR  
PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES  
AGREEMENTS**

**Pursuant to N.J.A.C. 17:27-3.5 and 4.3, the Contractor/Vendor shall submit to the Municipality (also referred to as “public agency” or “agency”), after notification of award but prior to execution of a goods and services contract with the Municipality, one of the following three documents:**

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302), electronically provided by the Division and distributed to the Municipality, through the Division’s website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit an employee information report unless the contractor certifies on the AA302 form that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

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

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

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

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

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

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

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

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

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

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

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the Municipality, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the Municipality, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Municipality of any prior violation of this section of the contract.

**EXHIBIT D**  
**BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS**

**A. Business Registration**

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

**B. Sales and Use Tax**

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

**EXHIBIT E**  
**CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN**  
**PURSUANT TO P.L. 2012, c.25**

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the Municipality of \_\_\_\_\_ in the  
County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being  
duly sworn according to law on my oath depose and say that:

I am authorized to execute this certification on behalf of the bidder/vendor submitting  
this proposal.

Pursuant to N.J.S.A. 40A:11-2.1, the undersigned hereby certifies, under the penalty of  
perjury, that neither the undersigned, nor any of its subsidiaries, parent companies or affiliates,  
as defined by N.J.S.A. 52:32-56e., is identified on the list created and maintained by the New  
Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-57b., as a person or entity  
engaging in investment activities in Iran as described in N.J.S.A. 52:32-56f. I understand that the  
list is maintained by the Department of the Treasury, and currently available at  
<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

In the event the undersigned is unable to make the above certification because one of its  
subsidiaries, parent companies or affiliates has engaged in one or more of the activities specified  
in N.J.S.A. 52:32-56f., the undersigned shall provide to this municipality, prior to the deadline for  
delivery of such certification, a detailed and precise description of such activities, such  
description to be provided under penalty of perjury.

\_\_\_\_\_  
(Also type or print name of affiant under  
signature)

Subscribed and sworn to

before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_.