

**REQUEST FOR PROPOSALS**

**FOR**

**ANNUAL AUDIT FOR 2023, 2024, 2025, 2026 & 2027**

**AT THE**

**BATTERY PARKING GARAGE**

**56-80 GREENWICH STREET, NEW YORK, NY**

Solicited By:  
LAZ Parking  
New York & New Jersey, LLC  
333 West 39<sup>th</sup> Street Suite 602  
New York, NY 10018

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## **Section One: Introduction**

**LAZ Parking New York & New Jersey LLC  
333 West 39<sup>th</sup> Street, Suite 602  
New York, NY 10018**

LAZ Parking, the operator of the Battery Parking Garage which is owned by the Metropolitan Transportation Agency (MTA) invites proposals from qualified audit firms experienced in parking garage audits to audit the Schedules of Revenues and Expenses for the years 2023, 2024, 2025, 2026 and 2027, as defined in the Battery Parking Garage Management Agreement between the Triborough Bridge and Tunnel Authority and LAZ Parking New York / New Jersey, LLC, dated January 1, 2017. (the "Parking Management Agreement").

LAZ offers opportunities for firms through a public solicitation known as a "Request for Proposals" (RFP). LAZ's objective in issuing an RFP is to publicly offer and promote specified competitive bids or proposals. The goal of the RFP process is to attract strong and viable proposals.

LAZ's selection criteria include the financial strength, demonstrated management expertise, business plan and track record of the Contractor, as well as the bid or offer. The RFP, therefore, requires the completion of an extensive application.

The *Contractor's Qualification Statement* (CQS) must be filled out completely; incomplete CQS forms will be returned and may disqualify a proposal.

## **Section Two: Request for Proposals-Rules & Regulations**

**The Property:** This RFP booklet is accompanied by the *Scope of Services* to be performed at the Battery Parking Garage –  
56-80 Greenwich Street, New York, NY 10006

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**Due Date:** Each proposal must contain three (3) copies of all Submission requirement listed on the next page. The proposal must be delivered in a sealed envelope to LAZ's New York office on or before May 6th at 3 PM, (the "Deadline") at which time they shall be opened in the presence of a MTA representative or another authorized designee. Envelopes must be addressed as follows:

LAZ Parking NY/NJ LLC  
Attn: Salik Syed  
Annual Audit Services for the Battery Parking Garage  
333 West 39th Street Suite 602  
New York, NY 10018

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**Submission Requirements:** Proposals must include the following:

1. A complete *Contractor's Qualification Statement*.
2. A proposed Contract.
3. A description of the method and schedule to Provide Annual Audit Services for Battery Parking Garage.
4. A proposal of the cost of the work.

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**Proposal Bid:** If the Contractor selected for an award fails to execute a signed contract based on the terms submitted in the proposal, LAZ can cancel or withdraw the notice of award without further obligation.

**Withdrawal Of Proposals:**

After the deadline, proposals shall be considered an offer and may not be withdrawn until at least 90 days after the deadline as specified.

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**Questions:**

Final questions are due no later than April 29th 3 PM. Questions submitted after this deadline will not be accepted.

After the deadline, proposals shall be considered an offer and may not be withdrawn until at least 90 days after the deadline as specified.

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**Selection Criteria:**

LAZ shall consider the following criteria in evaluating proposals:

1. **Business Experience:** Appropriateness will be evaluated based on length of experience and areas and levels or responsibilities.
  2. **Financial Qualifications:** The creditworthiness of the Contractor will be evaluated to assure LAZ that the Contractor can handle the scope of services in a timely manner.
  3. **Cost of Providing Annual Audit Services for the Battery Parking Garage.** All escalation costs shall be included in the proposal.
  4. **Term of contract to be 5 years, non-renewable.**
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**Conditions:**

1. A confidentiality agreement will be required for receipt of all plans which shall remain the exclusive property of MTA/MTA Bridges and Tunnels.
  2. Once submitted, a proposal becomes the property of LAZ and constitutes an offer by the Contractor that may not be revoked until the 90<sup>th</sup> day after the deadline, and thereafter only in writing. No proposal shall be deemed granted and no rights whatsoever shall accrue to the Contractor or any other person against LAZ or any affiliate or subsidiary thereof, nor shall there be deemed to be an executed contract for any project unless and until a fully executed contract is delivered to the Contractor.
  3. **Insurance:** Please see the section of this booklet entitled "Type of Insurance Required by the Successful Bidder" for all insurance requirements.
  4. **Termination:** LAZ reserves the right to terminate the Contract.
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**Non-Discrimination:**

LAZ will not discriminate against any person based on race, creed, color, national origin, sex, age, handicap or marital status in accepting, reviewing, and evaluating proposals.

### **Section Three: Type of Insurance Required by the Successful Bidder**

I. **Insurance:** Contractor shall maintain, at its sole expense:

- A. Workers' Compensation Insurance including Employer's Liability. Such insurance shall fully comply with the Worker's Compensation law(s) of the state(s) in which operations or work related to this Agreement is to be performed.

Commercial General Liability Insurance (CGL) including Products/Completed Operations coverage and Contractual Liability coverage, with a Combined Single Limit of at least \$2,000,000 per Occurrence for Bodily Injury and Property Damage. Such insurance shall (1) be underwritten by insurers acceptable to LAZ; (2) name LAZ Parking New York/New Jersey LLC., Metropolitan Transportation Authority, Metropolitan Transportation Authority Bridges And Tunnels, City and State of New York and their subsidiaries and their officers, directors and employees as additional insureds (the "Insured's") for the full policy limit; (3) provide for a waiver of subrogation with respect to any additional insured's; (4) specifically state the indemnification agreement of this contract is insured as a contractual obligation for the insurer; and (5) provide that the insurer shall give LAZ at least sixty (60) days advance written notice, by certified mail, return receipt requested, of any adverse change, or any cancellation or non-renewal of such insurance and that any adverse change, cancellation or non-renewal shall not apply to the interest of the additional insured for sixty (60) days following receipt of such notice. C. Automobile Liability Insurance with a Combined Single Limit of at least \$1,000,000 per occurrence for bodily Injury and Property Damage. Such insurance shall be (1) underwritten by insurers acceptable to LAZ; (2) name the Insured; (3) apply to any automobile (4) provide that the insurer will provide LAZ with at least sixty (60) days advance written notice, by certified mail, return receipt requested, of any cancellation or non-renewal of such insurance: and (5) name LAZ Parking New York/New Jersey LLC., Metropolitan Transportation Authority, Metropolitan Transportation Authority Bridges And Tunnels, City and State of New York and their subsidiaries and their officers, directors and employees as additional insureds (the "Insured's") for the fully policy limit

D. Professional liability: Consultant shall maintain Professional Liability Insurance covering their respective negligent acts, errors, or omissions with limits of not less than Five Million Dollars (\$5,000,000) per claim and in the aggregate, or Ten Million Dollars (\$10,000,000) if the applicable work involves structural or utility components of the premise or parking system. Any such claims-made policy which not renewed or replaced shall have an extended reporting period of 6 Years.

E. Umbrella Liability: Excess coverage shall be provided with a minimum of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. This policy sits in excess of the CGL, Auto and Employer's Liability policies.

The Contractor will provide LAZ with a Certificate of Insurance evidencing the maintenance of the insurance required above. The Certificate of Insurance shall (1) show the total limit of liability of all policies; (2) reference this contract on the Certificate of Insurance; and (3) be signed by an authorized representative of the insurance carrier.

**NOTIFICATION LIST OF CERTIFICATE OF INSURANCE POLICY**

II. Notice: Any notice to be served pursuant to this contract shall be delivered by either (i) personal delivery or (ii) U.S. Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

If to LAZ Parking:

LAZ Parking New York/New Jersey LLC.  
One Financial Plaza, 14<sup>TH</sup> Floor  
Hartford, CT 06103  
Attn: Insurance Director

With a copy to:

LAZ Parking LLC.  
One Financial Plaza, 14<sup>TH</sup> Floor  
Hartford, CT 06103  
Attn: Insurance Compliance and Contract Administrator

And:

Metropolitan Transportation Authority  
2 Broadway, 16<sup>th</sup> Floor  
New York, NY10004  
Attention: Director, Risk Management

## **Section Four: Contractor's Qualification Statement**

SUBMITTED TO:


SUBMITTED BY:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

PROJECT: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

HAS FIRM EVER WORKED FOR THIS OWNER ON OTHER PROJECTS? Yes  No

TYPE OF FIRM:

- Corporation       Partnership       Individual       Other (provide explanation)  
 Closed Shop       Open Shop       Minority Business Enterprise  
 Woman Owned Business Enterprise

Type of MBE/WBE certification: \_\_\_\_\_

If your organization is a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-president's name(s): \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

If your organization is a partnership, answer the following:

Date of organization: \_\_\_\_\_

Type of partnership (if applicable): \_\_\_\_\_

Name(s) of general partner(s): \_\_\_\_\_

If your organization is individually owned, answer the following:

Date of organization: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Years in business as Contractor under present firm name: \_\_\_\_\_

Under what other or former names has your organization operated?

\_\_\_\_\_

Number of Employees: \_\_\_\_\_ Office: \_\_\_\_\_ Field: \_\_\_\_\_



TYPE OF WORK:

Parking Garage Audit

General Construction

Waste Management

Other

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(Please specify)

PROJECT MANAGERS, FIELD SUPERINTENDENTS AND CONSTRUCTION EXPERIENCE:

Name:	Title	Yrs w/ Firm	Yrs Experience
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(use explanations section for additional space if needed)

OFFICERS, PARTNERS OR OWNERS AND CONSTRUCTION EXPERIENCE:

Name:	Title	Yrs w/ Firm	Yrs Experience
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FIVE LARGEST CONTRACTS COMPLETED WITHIN THE LAST FIVE YEARS:

Project	Owner's Representative & Phone Number	Contract Amount
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\$

\$

\$

\$

\$

FIVE LARGEST PROJECTS COMPLETED IN LAST FIVE YEARS:

Project	Owner's Representative & Phone Number	Contract Amount
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\$

\$

Average annual billing for last five years:

\$

\_\_\_\_\_  
Last year's billing: \$

MAJOR PROJECTS UNDER CONTRACT:

Project	% Complete & Completion Date	Arch/Engr	Contract Amount
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
_____	_____	_____	\$
Total projects under contract: (including those not listed above)			\$

CURRENT CONTRACTS ON WHICH FIRM IS A CANDIDATE FOR CONTRACT AWARD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAS FIRM EVER FAILED TO COMPLETE A CONTRACT? Yes  No

HAS ANY OFFICER, PARTNER OR OWNER OF FIRM EVER BEEN AN OFFICER, PARTNER OR OWNER OF ANOTHER FIRM WHEN IT FAILED TO COMPLETE A CONTRACT? Yes  No

HAS FIRM HAD ANY SUB-CONTRACTOR FAIL TO COMPLETE A CONTRACT IN LAST FIVE YEARS? Yes  No

ARE THERE ANY JUDGMENTS, CLAIMS, ARBITRATION PROCEEDING OR SUITS PENDING OR OUTSTANDING AGAINST FIRM OR ITS OFFICERS? Yes  No

HAS FIRM BEEN A PARTY TO ANY LAWSUITS IN LAST FIVE YEARS? Yes  No

(if answer to any of above questions is yes, provide explanation)

REFERENCES:

Banks: \_\_\_\_\_ Account Numbers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurance Company: \_\_\_\_\_ Agent \_\_\_\_\_ Phone Number \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bonding Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Suppliers: \_\_\_\_\_

Other: \_\_\_\_\_

FINANCIAL STATEMENT:

C.P.A. Firm: \_\_\_\_\_

Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: assets, debts, and unencumbered net worth.

Is the attached financial statement for the identical organization named on page one? Yes  No

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS HEREIN CONTAINED ARE TRUE AND CORRECT

Firm: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

(corporate seal)

Attest: \_\_\_\_\_



## **Section Five: Scope of Work: Annual Audit Services**

The audit firm shall:

1. Conduct a comprehensive audit of the Schedules of Revenues and Expenses (exclusive of depreciation expense) for the year ended December 31, 2023.
2. Review receipts, tickets, and other records to confirm the accuracy of gross Revenues, Operating Expenses, and any applicable parking sales tax(es) as set forth in the agreement.
3. Examine the related notes to the Schedules for completeness and adherence to accounting standards.
4. Assess compliance with contractual obligations stipulated in the Parking Management Agreement.
5. Issue an Independent Auditor's Report and Opinion on the Schedules of Revenues and Expenses and the related notes. For the first fiscal year end under audit, 2023, the report will be due by July 29th, 2024. For all subsequent audit years, the reporting requirement is 90 days after year-end (i.e. March 30th).
6. Assess compliance with contractual obligations stipulated in the Parking Management Agreement.
7. Provide recommendations for any identified deficiencies or areas of improvement.

### **Submission Requirements:**

Interested audit firms should submit proposals addressing the following:

1. Firm background, including relevant experience in parking garage audits and familiarity with similar contractual agreements.
2. Proposed methodology for conducting the audit, including any specialized tools or techniques.
3. Team composition and qualifications of key personnel assigned to the project.
4. Proposed timeline for completion of the audit.
5. Fee structure, including any additional costs or expenses.

## **Section Six: Payment**

1. Payment for work under this agreement shall be made on a per-annual basis.
2. Work shall include all labor, material, equipment, and incidentals to complete task.