

NOTE: The City of New Brunswick Parking Authority will consider bids only from firms that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Competitive Contracting.

REQUEST FOR COMPETITIVE CONTRACTING
FOR THE LEASE OF NBPA OWNED PROPERTIES FOR THE
INSTALLATION AND OPERATION OF
ELECTRIC VEHICLE CHARGING STATIONS

ISSUE DATE: August 8th, 2025.

DUE DATE: September 11th, 2025, at 2:00 p.m.

Issued by:

City of New Brunswick Parking Authority

**The New Brunswick Parking Authority
106 Somerset Street, Floor 6
New Brunswick, NJ 08901**

**NOTICE TO BIDDERS
NEW BRUNSWICK PARKING AUTHORITY
New Brunswick, New Jersey 08901**

The New Brunswick Parking Authority will consider Competitive contract only from firms or organizations that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Competitive Contracting.

**FOR THE LEASE OF NBPA OWNED PROPERTIES FOR THE
INSTALLATION AND OPERATION OF
ELECTRIC VEHICLE CHARGING STATIONS**

Through a Request for Proposal process described herein, persons and/or firms interested in assisting the Parking Authority with the provision of such services must prepare and submit a Proposal in accordance with the procedure and schedule in this RCC. The Parking Authority will review Proposal only from those firms that submit a Proposal which includes all the information required to be included as described herein (in the sole judgment of the Parking Authority). The Parking Authority intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the Parking Authority to provide the greatest benefit to the residents of New Brunswick.

Electronic Bid Documents will be available by 10:00 AM, prevailing time, on August 8, 2025 and may be downloaded at the following link: <http://www.njnbpa.org/public-bids/>.

A Bid must be submitted in a sealed envelope, clearly marked on the outside with the name of the bid, the name of the OWNER, and the name and address of the Bidder.

Bids will be received, publicly opened and read aloud, at 2:00 p.m., prevailing time, on September 11, 2025, (the "Bid Date and Time") in the office of the OWNER at the address identified above. Bids received after the Bid Date and Time will be returned unopened.

All communication concerning this RCC or the RCC process shall be directed to the Parking Authority's Designated Contact Person, in writing.

Designated Contact Person:

Jimmy Le
Purchasing Agent
New Brunswick Parking Authority
106 Somerset Street, Floor 6
New Brunswick, NJ 08901

BY ORDER OF THE NEW BRUNSWICK PARKING AUTHORITY.

Mitchell Karon
Executive Director

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 **Introduction and Purpose**

The New Brunswick Parking Authority has issued this Request for Competitive Contracting (“RCC”) to solicit bids from qualified vendors to lease the New Brunswick Parking Authority owned land in order to fully fund, design, install, operate (including the cost of electricity), maintain, market and, upon expiration of the term of the lease, remove electrical vehicle (EV) charging stations, also known as electric vehicle supply equipment (EVSE), on publicly owned property for use by the public without any cost to the New Brunswick Parking Authority. This work will also include assisting the New Brunswick Parking Authority in identifying ideal locations within the designated sites for the EVSE installations. The New Brunswick Parking Authority requires the installation of ten (10) single ports at each parking garage with a level 2 charger w/Future-Proofing EVSE with CCS and NACS ports located at:

New Street Deck (capacity 430) – 134 New Street
Lower Church Street Deck (capacity 429) – 90 Church Street
Plum Street Deck (capacity 854) – 20 Plum Street
Paterson Street Deck (capacity 1580) – 124 Paterson Street
Gateway Deck (capacity 657) – 7 Wall Street
Wellness Deck (capacity 1250) – 95 Paterson Street
Morris Street Deck (capacity 824) – 70 New Street
NBPAC (capacity 344) – 60 Bayard

The EV charging stations should be equipped with remote access, network capability and Cable Management Kit. Future-Proofing Conduits shall be installed to accommodate expansion for additional Level 2.

The New Brunswick Parking Authority will review Competitive contract only from those firms that, in the sole judgment of The New Brunswick Parking Authority, submit a Competitive contract that includes all the required information and documentation. The New Brunswick Parking Authority is seeking Competitive contract s from qualified firms with demonstrated records of installing and providing reliable and efficient Electric Vehicle Charging Station Services in a cost-effective, turnkey manner in accordance with the terms, conditions and specifications as described herein (the “Project”).

The New Brunswick Parking Authority is dedicated to improving regional air quality, reducing petroleum usage, mitigating greenhouse gas emissions, and improving the lives of its residents by offering affordable and state-of-the-art transportation options through the development of innovative technologies. Recognizing the critical role of local government agencies in the development of alternative- fuel infrastructure, The New Brunswick Parking Authority is acting as a catalyst for market transformation, leading by example in its own operations and encouraging the private sector to bring about significant and sustainable use of alternative fuels and advanced vehicle technologies.

The following items express the administrative conditions and requirements of this RCC. Together with the other RCC sections, they will apply to the RCC process and the subsequent lease. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the New Brunswick Parking Authority, hereinafter referred to as the "The New Brunswick Parking Authority", to determine the Competitive contract as non-responsive to the RCC and will be a factor in the determination of an award of a lease. The contents of the Competitive contract of the successful bidder, as accepted by The New Brunswick Parking Authority, will become part of any lease awarded as a result of the RCC.

This RCC does not commit to The New Brunswick Parking Authority to award a lease. No other party, including any bidder, is intended to be granted any rights here under. Competitive contract which, in the sole discretion of The New Brunswick Parking Authority, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RCC and the process it describes are proprietary to The New Brunswick Parking Authority and are for the sole and exclusive benefit of The New Brunswick Parking Authority. Any response, including written documents and verbal communication by any bidder to this RCC, will become the property of the New Brunswick Parking Authority

It shall be the bidder's responsibility to review and verify the completeness of its proposal. The New Brunswick Parking Authority may, after Competitive contract are received and opened, but prior to completing the evaluation of the Competitive contract, provide the opportunity for bidders to provide clarification, if requested by the New Brunswick Parking Authority, regarding their submission. The presentation, if required, should address only those matters specified by The New Brunswick Parking Authority. The presentation shall not be used for negotiation of a lease contrary to law.

The New Brunswick Parking Authority employees and officials are prohibited from responding to this RCC or being a party, direct any lease resulting from the RCC and no proposal shall be accepted from, or lease awarded to, any NBPA employee or official who submits a proposal or solicits any lease in which he or she may have any direct or indirect interest.

All bidders must comply with the requirements set forth within this RCC. The Successful Bidder must be prepared to provide the Services required under the Lease no later than twelve (12) months after award of the bid and execution of the Lease.

1.2 Definitions

- a. "Tenant" or "Contractor" refers to the successful Bidder to whom a Lease for the installation and operation of the Electric Vehicle Charging Station Services will be awarded.
- b. "Lease" means the lease between the New Brunswick Parking Authority and the

Successful Bidder for the specified locations for the installation and operation of the Electric Vehicle Charging Station Services sought in this RCC.

- c. “EV” means electric vehicle.
- d. “EVSE” means electric vehicle supply equipment.
- e. “PHEV” means plug-in hybrid electric vehicle.
- f. “Proposal” refers to the complete responses to this RCC submitted by the bidders.
- g. “Proposal Documents” means this RCC, including all forms, terms and conditions and amendments and supplements thereto, if any.
- h. “Qualified” or “Qualified Bidder” refers to those Bidders who, in the sole judgment of the New Brunswick Parking Authority, have satisfied the qualification criteria set forth in this RCC.
- i. “RCC” refers to this Request for Competitive contract, including any amendments thereof or supplements thereto.
- j. “Bidder” or “Bidders” refers to the interested firms that submit a Proposal.
- k. “Services” refers to the Electric Vehicle Charging Station services solicited by the New Brunswick Parking Authority to be provided by the successful bidder including the design, furnishing, installation and operation of the electric vehicle (“EV”) charging stations required by the RCC on NBPA-owned property specified.

1.3 Submission of Competitive contract, Time and Place

Competitive contract shall be submitted, in writing, to Purchasing Agent, Jimmy Le, **on or before September 10, 2025, at 2:00 p.m.** Competitive contract shall be enclosed in an opaque, sealed envelope, marked with the name and address of the Bidder, directed to

The New Brunswick Parking Authority
106 Somerset Street
6th Floor
New Brunswick, New Jersey 08901

Competitive contract shall be marked on the outside with the words “**PROPOSAL FOR THE LEASE OF NBPA OWNED PROPERTIES FOR THE INSTALLATION AND OPERATION OF ELECTRIC VEHICLE CHARGING STATIONS**”.

One (1) original (marked “Original”) and two (2) copies (each marked “Copy”) of the Proposal shall be submitted **BY HAND DELIVERY, REGULAR OR OVERNIGHT MAIL** and received by The New Brunswick Parking Authority office on or prior to the

above-referenced date and time.

Bidders shall number each set of documents sequentially (numbers 1-4, with number 1 being the original) on the upper right-hand corner of each cover.

All Competitive contract submitted will be date and time-recorded by The New Brunswick Parking Authority office upon receipt but will remain unopened until the time and date established for the Proposal opening.

The delivery of the Proposal to The New Brunswick Parking Authority by the above date and time is solely and strictly the responsibility of the Bidder. The New Brunswick Parking Authority shall not, under any circumstances, be responsible for the loss of delay or non-delivery of any Proposal sent or delivered by mail or otherwise prior to the Proposal opening.

1.4 Procurement Process

The New Brunswick Parking Authority is proceeding with the selection of a Lessee for the provision of the Services pursuant to the procedures set forth at N.J.S.A. 40A:12-14 et seq. Bidders are encouraged to familiarize themselves with the provisions thereof.

The Competitive contract will be evaluated in accordance with Section 5 hereof. The New Brunswick Parking Authority will select the Successful Bidder based on an evaluation and ranking, which shall include the percentage return to the New Brunswick Parking Authority, and the technical, management and financial criteria.

1.5 Anticipated Procurement Schedule

Issuance of RCC	August 8, 2025
Deadline for Receipt of Written Questions	August 15, 2025
Response to Written Questions	August 22, 2025
Receipt of Competitive contract (2:00 p.m. prevailing time)	September 11, 2025

The term of the Lease to be awarded is five (5) years, commencing on the first day of the month in which the charging stations become fully operational at each location. Upon the expiration of the initial term for each location, the Tenant shall have the option to renew for two (2) additional five (5) year renewal terms. Upon expiration of the second renewal term, the agreement shall continue on a month-to-month basis, unless either party notifies the other upon thirty days prior written notice that the Lease shall be terminated. The parties will execute an Installation Date Acknowledgement Certificate (Exhibit A to the form of Lease) upon the completion of installation and activation of the Charging Stations at each location, which certificate will establish an Effective Date for that location in

which the Lease term shall commence.

Subsequent to the issuance of this RCC, The New Brunswick Parking Authority may modify, supplement, or amend the provisions of this RCC, including the anticipated procurement schedule.

1.6 Conditions

By responding to this RCC, the Bidder acknowledges and consents to the following conditions relative to the submission, review, and consideration of its Proposal:

1. The issuance of the RCC is not intended to and shall not be construed to commit The New Brunswick Parking Authority to execute any lease.
2. The New Brunswick Parking Authority reserves the exclusive rights set forth in Section 1.9 hereof.
3. Neither The New Brunswick Parking Authority, its staff, nor any of its consultants will be liable for any claims or damages resulting from the solicitation of Competitive contract in response to this RCC, nor will there be any reimbursement to Bidders for the cost of preparing the Proposal or for participating in the RCC process.
4. By submitting a Proposal in response to the RCC, the Bidder accepts and consents to the procurement process selected (and implemented) by The New Brunswick Parking Authority and the Bidder waives all claims to same.
5. All Competitive contract submitted in response to this RCC will become the property of The New Brunswick Parking Authority and will not be returned.
6. Reasonable efforts will be made by the New Brunswick Parking Authority to keep information of a confidential or proprietary nature confidential during and after the procurement process, as permitted by law, when such information has been previously and properly identified by the Bidder.
7. All activities related to the provision of the Services, as generally described herein, shall be subject to compliance with all applicable federal, state and local laws, regulations and/or other applicable requirements.
8. Failure of any Bidder to submit a Proposal that completely addresses the requirements of this RCC (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RCC), at the times and in the manner specified in this RCC, will result in the rejection of the Proposal by The New Brunswick Parking Authority.
9. All documentation and information provided by The New Brunswick Parking Authority in connection with this RCC is believed to be accurate and correct; however, The New Brunswick Parking Authority makes no guarantees as to the accuracy of the

information provided. Each Bidder is instructed to notify The New Brunswick Parking Authority in accordance with Section 1.4 hereof if it believes that any information provided herein is not accurate and/or correct.

1.7 Rights of The New Brunswick Parking Authority

The New Brunswick Parking Authority reserves, holds, and may exercise, at its sole discretion, the following rights, and options with regard to the RCC and the Proposal process:

1. To eliminate any Bidder who submits an incomplete or inadequate Proposal or is otherwise not responsive.
2. To reject any or all Proposal(s) or any Proposal(s) deemed to be non-responsive to the RCC.
3. To supplement, amend, or otherwise modify the RCC.
4. To change or alter the schedule for any events called for in the RCC.
5. To conduct investigations of any or all of the Bidders and their Competitive contract as The New Brunswick Parking Authority deems necessary or convenient, to clarify the information provided as part of the Proposal, including discussions with contact persons of prior clients, regulatory agencies and visits to any facilities or projects referenced in its Proposal, and to request additional information to support the information included in any Proposal.
6. To decline to select a Successful Bidder or enter a Lease for any reason.
7. To abandon this procurement process at the New Brunswick Parking Authority 's convenience at any time for any reason.
8. To select the Proposal that, in the New Brunswick Parking Authority 's sole judgment, best serves the interests of the New Brunswick Parking Authority.
9. To designate or consult with another agency, group, consultant, individual, or public body to act at any time during the term of this procurement process in its place or on its behalf.
10. To select a Successful Bidder or enter a Lease subject to obtaining all necessary permits, approvals, and authorizations, including, but not limited to, any necessary approvals or requirements of any local, state, bi-state or federal agency.
11. To interview any or all Bidders.

1.8 Examination of Documents, Familiarity with the Services Required to be Performed.

It is the responsibility of each Bidder, before submitting a Proposal, to (a) examine the RCC thoroughly, (b) become familiar with and consider all federal, state and local laws, regulations, ordinances, permits, approvals and orders that may affect the provision of the Services, and (c) notify the New Brunswick Parking Authority of all conflicts, errors or discrepancies in the RCC.

Before submitting a Proposal, each Bidder, at its own expense, shall make or request or obtain any additional inspections, examinations, or studies and obtain any additional data and information that the Bidder deems necessary to compile its Proposal. The failure or omission of the Bidder to receive and examine any form, instrument, or document, or to make required inquiries, shall not relieve the Bidder from any obligations and responsibilities relating to the Services.

The submission of a Proposal will constitute a conclusive and binding representation by such Bidder that such Bidder has agreed to, and complied with, every requirement of this RCC, that the procurement process chosen by the New Brunswick Parking Authority has been conducted and implemented in a legally permissible manner and that the Proposal documents are sufficient in scope and detail to indicate and convey the understanding of the parties as to all terms and conditions for performing and furnishing Services.

SECTION 2

SCOPE OF SERVICES

2.1 General

The New Brunswick Parking Authority is seeking responses from firms who are qualified to design, furnish, install, operate, and maintain a minimum of eighty (80) single ports level 2 charger w/Future-Proofing EVSE with CCS and NACS ports located at:

- (10) New Street Deck (capacity 430) – 134 New Street
- (10) Lower Church Street Deck (capacity 429) – 90 Church Street
- (10) Plum Street Deck (capacity 854) – 20 Plum Street
- (10) Paterson Street Deck (capacity 1580) – 124 Paterson Street
- (10) Gateway Deck (capacity 657) – 7 Wall Street
- (10) Wellness Deck (capacity 1250) – 95 Paterson Street
- (10) Morris Street Deck (capacity 824) – 70 New Street
- (10) NBPAC (capacity 344) – 60 Bayard Street

The EV charging stations shall be equipped with remote access, network capability and Cable Management Kit and may not advertise or promote alcohol or alcohol related products, cannabis and cannabis related products, tobacco and/or “vape” and/or products related thereto or engage in political advertising. Future-Proofing Conduits shall be installed to accommodate expansion for additional Level 2 ports, in accordance with the terms, conditions, and specifications as described herein as the “Services”.

The New Brunswick Parking Authority desires to enter a Lease with an entity able to provide charging stations for EVs and related products and services. The firm finally awarded the Lease upon completion of the procurement process (the “Tenant”) will be responsible for installing the infrastructure to enable the use of EVs in the specified NBPA-owned properties gross The New Brunswick Parking Authority ’s goals include:

- Reducing greenhouse gas emissions
- Encourage use of EVs and PHEVs in the New Brunswick Parking Authority
- Encourage drivers of EV/PHEVs to visit, dine, and shop at the City of New Brunswick.

At the end of the procurement process, the New Brunswick Parking Authority intends to enter into a Lease with the successful bidder to provide the Services. The bidding process, bid award, and execution and implementation of the Services will be conducted by the New Brunswick Parking Authority in accordance with applicable law. Bidder should carefully review this document, which constitutes the formal RCC for the Services sought by the New Brunswick Parking Authority to ensure a clear understanding of the New Brunswick Parking Authority ’s needs, objectives, and scope of work. This Project must result in a self-sufficient, independently operated system requiring no NBPA capital or operating expenses. Moreover, the successful bidder shall be responsible for the administration of the Services in accordance with all federal, state and local requirements, laws, rules, and regulations.

2.2 **Scope of Work**

This proposal outlines our commitment and capabilities to meet the requirements for the installation, operation, and maintenance of EV charging stations, as specified by the New Brunswick Parking Authority. We understand the critical need for a comprehensive solution that not only provides robust charging infrastructure but also maximizes utilization and ensures long-term reliability.

We are confident in our ability to deliver a complete, turn-key solution, leveraging our expertise in sustainable infrastructure and smart city solutions.

Scope of Work and Responsibilities

As the successful bidder, we will undertake the following key responsibilities:

1. **Removal and Disposal of Existing EV Charging Stations:** Bidder will safely and properly remove all existing EV charging stations, ensuring environmentally responsible disposal of all components in accordance with local and federal regulations. This includes all necessary permits and adherence to safety protocols during the removal process.
2. **Provision of Equipment for Installation, Operation, and Maintenance:** Bidder will provide all necessary equipment required for the seamless installation, efficient operation, and ongoing maintenance of the new EV charging stations. This encompasses the charging units themselves, associated electrical infrastructure, networking hardware, and any specialized tools or software required for monitoring and diagnostics.
 - A written and pictorial description of the proposed EVSE design including:
 - Comprehensive specifications (make, manufacturer and model numbers of equipment).
 - Delivery and proposed installation schedule.
 - The submission of more than one type of charging station is permitted, however, if the selection of any particular design would result in a change to the proposed rate structure and method of collection, those changes must be noted.
 - The contractor/installer shall be responsible for completing and submitting all required permit paperwork prior to starting work.
3. **Strategy Development for Charging Station Location:** In close collaboration with the New Brunswick Parking Authority, Bidder will develop a data-driven strategy for optimally locating charging stations. This will involve:
 - Analyzing current and projected EV adoption rates.

- Assessing traffic patterns and parking demand in various areas.
 - Identifying high-visibility and easily accessible locations.
 - Utilizing mapping and simulation tools to predict utilization and optimize placement for maximum public benefit and return on investment.
 - Provide services including marketing, installation, monitoring, and maintenance of EVSE.
4. **Development and Implementation of Business Model and Back-End Functionality:** Bidder will design and implement a robust business model that supports the sustainable operation of the EV charging network. This includes:
- Establishing clear pricing structures (e.g., per kWh, per minute, session fees).
 - Developing user-friendly payment processing systems.
 - Implementing a comprehensive back-end management system for:
 - Real-time monitoring of station status and usage.
 - Remote diagnostics and troubleshooting.
 - User authentication and account management.
 - Data collection and reporting for performance analysis.
 - Integration with existing parking authority systems if required.
5. **Warranty and Service for Charging Stations and Infrastructure:** Bidder commit to providing a comprehensive warranty and ongoing service for all charging stations and associated infrastructure for the entire term of the Agreement. Our service commitment will include:
- Proactive maintenance schedules to prevent downtime.
 - Rapid response times for repairs and technical support.
 - Availability of certified technicians.
 - Provision of spare parts and necessary inventory.
 - Regular software updates to ensure optimal performance and security.
 - EVSE maintenance program including the location of maintenance facilities, number of staff that will be available for maintenance and anticipated response times.

2.3 **Scope of Project**

- 2.3.1 Provide attractive and well-maintained EVSE.
- 2.3.2 Cover all costs associated with installation, maintenance, continued operation, and electricity for the EVSE. The vendor may establish a service charge and method of payment collection to recoup these costs as well as any operating profit from EVSE users.
- 2.3.3 Proposed EVSE end-consumer rate structure (i.e., charging customers per kWh usage or plug time) and customer method of payment (i.e., credit card reader for universal usage or restricted access for only network users).
- 2.3.4 Provide an ongoing revenue sharing program for the New Brunswick Parking Authority to receive a **minimum percentage (5%)** of the gross revenues generated by the EVSE.
- 2.3.5 Identify and recommend, in consultation with the New Brunswick Parking Authority, the best locations within the various properties listed above, the reasoning behind the location selection and accompanying notes.
- 2.3.6 Provide proper EV parking signage and reconfiguration of any parking stalls for EV parking.
- 2.3.7 Market the project as well as provide product advertisements.
- 2.3.8 Offer options for EVSE when the lease expires (i.e., charging unit removal, transfer of ownership, contract renewal options).
- 2.3.9 The New Brunswick Parking Authority shall provide the required parking spaces to accommodate the EVSE within the parking facilities at no cost to the vendor.
- 2.3.10 Comply with all permits, ADA, and parking requirements.
- 2.3.11 Enabling and processing point of sale transactions while providing flexible payment options that allow for universal public access.
- 2.3.12 Options for EVSE when the lease agreement expires (i.e., charging unit removal, transfer of ownership, contract renewal options) and responsible party for any costs incurred (if applicable).

2.4 **Bidder Background & Work Experience**

- 2.4.1 Bidders shall provide a list of all Municipalities within the State of New Jersey and the local utility (i.e., PSE&G, JCP&L) territory in which the vendor has provided and maintained publicly available EVSE during the last five (5) years. Please list towns with active EVSE and communities where EVSE have been removed. Also include the following information about each town:
 - Name of the organization that contracted with you for EVSE sites.
 - Name of the contact person and phone number.

- Number of EVSE provided.
 - Time period that the EVSE were installed.
 - Reporting sales & usage (sample reports).
- 2.4.2** A list of Bidder's five (5) most recent projects with a short description of the scope of work.
- 2.4.3** A list of any public agencies that have chosen to cancel or not renew EVSE contracts with Bidder during the last five (5) years. Provide names of agencies, names and phone numbers of people who can be contacted.
- 2.4.4** Provide qualifications of the local contractors that will perform the EVSE installations. Demonstrate that the Bidder is working with licensed electrical contractors employing New Jersey state-certified electricians to handle EVSE installations and maintenance.
- List any EVSE-specific training or certifications that the Bidder's electrical contractor and/or the contractor's electricians have completed, if applicable (i.e. Electric Vehicle Infrastructure Training Program (EVITP)).
 - Include the number of EVSE installations completed to date by the Bidder's electrical contractor and/or the contractor's electricians.
 - Demonstrate and understand New Brunswick processes, required permits, permits cost, licenses and applicable state and local codes specific to EVSE and procedures for this type of project.

2.5 Operation and Maintenance

2.5.1 Parking Spot Selection

Each Bidder should be familiar with the New Brunswick Parking Authority areas wherein the EV charging stations are going to be installed and should demonstrate its vision for Installing EV parking stations within the designated parking locations within the New Brunswick Parking Authority.

- 2.5.2** The initial term of the lease shall be for five (5) years, with two (2) five (5) year options to renew.

2.5.3 Time of Completion

The electrical vehicle charging stations shall be fully installed and operating on or before twelve (12) months following the award of the bid.

2.5.4 Regulatory Considerations

Any charging stations and associated infrastructure developed by the Bidder will comply with the appropriate state and local government laws, rules, regulations, and policies. The Bidder will also be responsible for applying for and obtaining applicable certifications, licenses, and permits necessary for the installation and operation of charging stations and associated infrastructure. The New Brunswick Parking Authority is committed to its role in supporting the initial deployment of charging infrastructure and will work with the Bidder to resolve any regulatory hurdles that may arise.

2.6 Affirmative Action

The Successful Bidder shall comply with all applicable statutes and regulations pertaining to affirmative action as set forth on Appendix B.

2.7 Proof of Business Registration

Pursuant to N.J.S.A. 52:32-44, the New Brunswick Parking Authority of is prohibited from entering into a contract with an entity unless the Bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the bidder/contractor shall provide the New Brunswick Parking Authority with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the Bidder, who in turn, shall provide it to the New Brunswick Parking Authority prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- 2.7.1** The bidder/contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- 2.7.2** The bidder/contractor shall maintain and submit to the New Brunswick Parking Authority a list of subcontractors and their addresses that may be updated from time to time.
- 2.7.3** The bidder/contractor and any subcontractor providing goods or performing services under the contract, and each of their 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, (N.J.S.A. 54:328-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at 629-292- 6400. Form NJ-REG can be filed online at

www.state.nj.us/treasury/revenue/busregcert.shtrnl.

- 2.7.4** Before final payment is made under the contract, the bidder/contractor shall submit to the New Brunswick Parking Authority a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contacting agency.

- 2.8** **Prohibited Russia-Belarus Activities and Iranian Investment Disclosure.** Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

- 2.9** **Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

- 2.10** **American Goods and Products**

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.T.S.A. 40A:11-18.

- 2.11** **Vendor Maintenance of Documentation**

Pursuant to N.J.A.C. 17:44-2.2 the Bidder shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- 2.12** **Pay to Play - Notice of Disclosure Requirement**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in

excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

2.13 Assign, Sublet or Transfer Any Rights/Interests

Neither the New Brunswick Parking Authority nor the Bidder shall assign, sublet, or transfer any rights or interest in the Lease without the prior written consent of the other party. Unless specifically stated to the contrary, in writing, prior to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Lease. Nothing herein shall be construed to give any rights or benefits to anyone other than the New Brunswick Parking Authority and the Bidder.

2.14 Proof of Licensure

Proof of licensure for providing services in the State of New Jersey, for either the company or the person responsible for the work, shall be provided as required.

2.15 Multiple Competitive contract Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.16 Subcontractors

SECTION 3

INSTRUCTION FOR PREPARATION AND SUBMISSION OF COMPETITIVE CONTRACT

3.1 **Minimum Qualifications for Responses**

Each Response must be based upon and incorporate the information provided in this RCC and contain the following information:

3.1.1 **Cover Letter**

An authorized representative of the Bidder, preferably the Executive Director, must sign a cover letter. The cover letter must contain a commitment to providing services in accordance with all terms and conditions of the RCC. In addition, the cover letter must contain an overview of the experience and background of the Bidder, or Bidders if this is to be a partnership. If a partnership, the fiscal agent must be identified and each of the collaborating partners' principal place of business and the name and telephone number of the principal contact person. The cover letter should not exceed two (2) pages.

3.1.2 **Executive Summary**

The Executive Summary must provide an overview of the Response. The executive Summary should not exceed two (2) pages.

3.1.3 **Narrative**

In this section, the Bidder must provide the following information:

- A narrative describing the project, project principles and Scope of Services provided in this RCC.
- Public benefit derived from this project.
- Name, address and telephone number of the firm submitting a response to the RCC, and the name of the key contact person.
- A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (a) Provide the names and business addresses of all Principals of the firm submitting the Proposal. For purposes of this RCC, "Principals" mean persons possessing an ownership interest in the Bidder. If the Bidder is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Bidder and every stockholder having an ownership interest of 10% or more in the firm (See Exhibit D).
 - (b) If a firm is a partially-owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal.

Describe the approval process.

- (c) If the Bidder is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
- (d) A statement that the Bidder has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance (See Appendix B).
- The number of years the organization has been in business under the present name.
- Whether the business organization is now or has been involved in any bankruptcy or re- organization proceedings in the last ten (10) years. If yes, please explain.
- List all immediate relatives of Principal(s) of Bidder who are employees or elected officials of the New Brunswick Parking Authority. For purposes of the above, “immediate relative” means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.
- A statement of commitment to adhere to the provisions of all applicable federal, state and local laws, ordinances, and regulations prohibiting discrimination or segregation; and
- A proposed Project schedule.

3.1.4 Business Model

Bidders should include a proposed business model for the Project including cost structure and user fees to fund the Project.

3.1.5 Illustration and Maps

Bidder should include a list and map of proposed station locations. Maps should include information necessary to readily illustrate the Response and methodology for location selection. Illustrations or pictures of station equipment and components must also be submitted.

3.1.6 Professional Information Requirements

Bidder shall submit a description of its overall experience in providing the type of services sought in this RCC. At a minimum, the following information should be included as appropriate to the RCC:

1. Name, qualifications and experience of principal who will oversee the relationship, including experience providing electric vehicle charging concession services to a municipality or governmental entity.
2. Name and qualifications of any other individual who may assist the principal in #1 above, including experience providing electric vehicle charging concession services to a municipality or governmental entity.

3. Statement of Availability to perform the scope of work assigned as needed.
4. Description of Bidder's history, vision, and philosophy relevant to providing outlined services.
5. Explanation of perceived relevance of the experience to the RCC and a minimum of two (2) samples of similar type projects.

3.1.7 Attachments and Checklist

In addition to all other information to be submitted by Bidders pursuant to this RCC, Bidders shall submit the Proposal Checklist (Exhibit J), together with all checklist Appendices and information required to be submitted pursuant to the Checklist.

3.1.8 Supplemental Information to Be Provided at Bidder's Option

Each Bidder shall include in its Bid Proposal any other information that it deems relevant or useful for the New Brunswick Parking Authority to consider in evaluating Bidder's Bid Proposal. Bidders may offer any additional or related services that may complement the Services constituting the purpose of this procurement process. Bidders may also include any concerns regarding the Services or any information or suggestions that the Bidder deems relevant to the New Brunswick Parking Authority.

3.2 Addenda or Amendments to The Request For Competitive contract

During the period provided for the preparation of Competitive contract, the New Brunswick Parking Authority may issue addenda or amendments to this RCC. All bid addenda will be issued on the New Brunswick Parking Authority of website at www.njnbpa.org and processed in accordance with N.J.S.A. 40A-11. All interested bidders should check the website from now through bid opening. It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement. Any addenda issued by, or on behalf of, the New Brunswick Parking Authority will constitute a part of the RCC. Each Bidder is required to acknowledge receipt of all addenda at the time of submission of the Bid Proposal by submitting an executed acknowledgment (included as part of this RCC). All Bid Competitive contract submitted in response to the RCC shall be prepared with full consideration of the addenda issued prior to the Bid Proposal submittal date.

3.3 Cost of Preparation

Each Bid Proposal and all information required to be submitted pursuant to this Request for Competitive contract shall be prepared at the sole cost and expense of the Bidder. There shall be no claims whatsoever against the New Brunswick Parking Authority, its staff, or its consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Bid Proposal or other information related in any way to the Request for Competitive contract.

3.4 Disclosure of Information in Competitive contract

If the Bidder chooses to include material of a proprietary nature in the Bid Proposal, the New Brunswick Parking Authority will attempt to keep such material confidential to the extent permitted by applicable law. The Bidder must specifically identify each page of its Bid Proposal that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Bid Proposal to assist them in protecting this information. The Bidder shall include the following notice in the introduction of the relevant section:

“The data on pages __ identified by (symbol) and labeled “Proprietary Information,” contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to (Bidder's) competitive position. (Bidder) requests that such data be used only for the evaluation of the Bid Proposal, and understands that disclosure will be limited only to the extent that the New Brunswick Parking Authority determines it proper or to the extent that the New Brunswick Parking Authority deems disclosure necessary according to law. If a Contract is awarded to (Bidder), the New Brunswick Parking Authority will have the right to use or disclose the data as provided in the Contract executed with the Bidder.”

The New Brunswick Parking Authority will seek to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the New Brunswick Parking Authority assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information.

3.5 Withdrawal

A Bidder may withdraw its Bid Proposal prior to the date and time set for the opening of the Bid Competitive contract provided that a written request to withdraw the Bid Competitive contract is hand-delivered to the New Brunswick Parking Authority, by or on behalf of, an accredited representative of the Bidder, or the request is delivered by certified U.S. Mail. The request to withdraw the Bid Proposal must be received by the New Brunswick Parking Authority prior to the commencement of Bid Proposal opening.

3.6 Proposal Acceptance or Rejection

Subject to applicable law, the New Brunswick Parking Authority reserves the right to (a) abandon this procurement process; (b) reject any or all Bid Competitive contract; and (c) waive any non-material informality or non-conformance in the Bid Competitive contract.

3.7 Disposal of Competitive contract

All Bid Competitive contract are the property of the New Brunswick Parking Authority and will not be returned. At the conclusion of the procurement process, the New Brunswick Parking Authority may dispose of any and all copies of Bid Competitive contract received in whatever manner it deems appropriate. However, prior to such disposal, the New Brunswick Parking Authority will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance with Section 3.4 hereof. In no event will the New Brunswick Parking Authority assume liability for any loss, damage or injury that may result from any disclosure or use of marked data.

3.8 Proposal Submission

All Bid Competitive contract must be submitted completely with all requested information and are to be in conformance with the instructions set forth herein and as required by subsequent addenda, if and as applicable. The Bid Proposal and all related information must be bound and must be signed and acknowledged by the Bidder in accordance with the directions herein.

3.9 Completeness

Each of the instructions set forth in Section 3 must be followed in order for a Bid Proposal to be deemed responsive to the Request for Competitive contract. In all cases, the New Brunswick Parking Authority reserves the right to determine, in its sole discretion, whether any aspect of the Bid Proposal meets the submission requirements of the Request for Competitive contract. The New Brunswick Parking Authority reserves the right to reject any Bid Proposal that, in its sole judgment, does not comply with the submission guidelines set forth in this Request for Competitive contract. In addition, notwithstanding any of the provisions hereof, the New Brunswick Parking Authority reserves the right to waive any informality in the Bid Competitive contract.

3.10 Form of Proposal

The Bidder shall provide the appropriate information required for each Section in accordance with the following content and format requirements.

1. One (1) original and three (3) copies of the Bid Proposal shall be submitted. The original must be clearly marked and contain original documents. Each set of documents are to be numbered sequentially (with number 1 being the original) on the upper right-hand corner of each corner.
2. All related information shall be bound as a single document, unless that is impractical, in which case an Appendix document accompanying the main volume may be submitted.
3. The Bid Proposal shall be concise, clear, factual, and complete with a minimum of extraneous material.

4. The Bid Proposal shall be indexed and sectioned and shall be prefaced with a table of contents.
5. The Bid Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2" x 11" paper.
6. Charts and tables, if appropriate, should be attached in addition to the map(s) and illustration(s).

SECTION 4

CONTRACTUAL REQUIREMENTS

4.1 Contractual Requirements

The Successful Bidder must be prepared to execute and deliver to the New Brunswick Parking Authority a Lease, in form and content annexed hereto and made part hereof, within ten (10) days of its presentation.

4.2 Subcontracting/Assignment of Lease

Subcontracting and/or assignment of any portion of the Services to be provided under the Lease and/or terms and provisions of this Request for Competitive contract shall be strictly prohibited without prior written consent of the New Brunswick Parking Authority, in the New Brunswick Parking Authority 's sole discretion.

SECTION 5

EVALUATION AND SELECTION PROCESS

5.1 Evaluation Criteria

The objective of the New Brunswick Parking Authority seeking Bid Competitive contract to this RCC is to enable it to select a Successful Bidder to design, furnish, install, operate and maintain publicly accessible EV charging stations on NBPA-owned property in a NBPA-owned Municipal Lot, in accordance with the terms, conditions, and specifications as described herein. Each Bid Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the innovation and reliability of the approach taken, the ability of the Bidder to perform the Services, and conformance with the requirements of this RCC.

The Bid Proposal must include all submission requirements and must address all items required by this RCC. Competitive contract will be evaluated based upon each Bidder's ability to provide the Services as defined in the RCC, "Scope of Services," the submission and completion of all requested documentation, and the percentage return to the New Brunswick Parking Authority on the revenues collected from the end users. The New Brunswick Parking Authority will be guided by the following considerations in evaluating the Competitive contract:

Item	Maximum Points	Comments
A. General Qualifications		
1. Assigned Personnel and Staff Qualifications	10	Should demonstrate relevant experience with EV infrastructure, installation and operation
B. Administrative/Management		
1. Prior Experience with EV charging station projects	10	Should demonstrate experience providing EV charging station solutions and products
2. Experience with NJ Government	10	Should demonstrate familiarity working with NJ local or state entities
C. Technical Criteria		
1. Planning	5	Ability to provide quality concept plan
2. Design and Material Quality	15	Number and types of stations proposed
3. Maintenance	10	Plan for maintaining charging stations
4. Customer Service	5	Quality of customer service/staffing
5. Implementation Schedule	10	Provide implementation plan and ability to expedite schedule
6. Warranty and support services	5	Demonstrate plan for warranty and support services

D. Financial/Performance Service Criteria	10	Ability to financially sustain system
E. Cost proposal	10	Should provide proposal of potential costs to end users and any potential revenue proposal to NBPA
Total	100	

5.2 **Project References**

The New Brunswick Parking Authority reserves the right to communicate with those project references identified in the Bid Proposal.

5.3 **Interviews (optional)**

Following a review of the Bid Proposal documents, the New Brunswick Parking Authority may, at its sole discretion, schedule interviews with, or presentations by, any or all of the Bidders who submitted Bid Competitive contract for the purpose of further evaluation of the Bidder's capabilities, qualifications and expertise.

5.4 **Additional Information**

The New Brunswick Parking Authority reserves the right to request additional information and/or documentation from the Bidders and to inspect facilities currently operated and maintained by the Bidders and identified by the Bidders in their Bid Competitive contract. This right is of a continuing nature and the New Brunswick Parking Authority may seek such additional information even after the selection of a Successful Bidder has been made, but prior to execution of a Contract, to provide assurance to the New Brunswick Parking Authority that the Bidder is fully qualified to provide the Services solicited under the RCC.

APPENDIX A PROPOSAL FORMS

Appendix A-1	Cost Proposal/Contract Quotation Sheet
Appendix A-2	Bidder Information/Cover Letter
Appendix A-3	(intentionally omitted)
Appendix A-4	(intentionally omitted)
Appendix A-5	Ownership Disclosure Statement
Appendix A-6	Non-Collusion Affidavit
Appendix A-7	Consent to Investigation
Appendix A-8	Statement of Bidder's Qualifications
Appendix A-9	Acknowledgement of Receipt of Addenda
Appendix A-10	Affirmative Action Compliance/Mandatory Equal Employment Opportunity Language
Appendix A-11	Americans with Disabilities Act of 1990
Appendix A-12	Disclosure of Investment Activities in Iran
Appendix A-13	Certification of Non-Debarment for Federal Government Contracts
Appendix A-14	Certification of on Involvement in Prohibited Activities in Russia or Belarus
Appendix A-15	Bid Proposal Checklist

APPENDIX A-1 COST PROPOSAL

TO: The New Brunswick Parking Authority

**RE: REQUEST FOR COMPETITIVE CONTRACT FOR THE INSTALLATION AND
OPERATION OF ELECTRIC VEHICLE CHARGING STATION SERVICES IN
THE NEW BRUNSWICK PARKING AUTHORITY**

NAME OF BIDDER: _____

The undersigned, authorized to bind the above-named Bidder, hereby acknowledges Bidder's understanding and acceptance of the terms, conditions and requirements included in the RCC and all Appendices, including this **Appendix A-1**, and any addenda thereto, and proposes the following in accordance therewith:

1. General:

Lease/Services: The Successful Bidder will be required to enter into a five (5)-year Lease with the New Brunswick Parking Authority , all in accordance with the terms set forth in this **Appendix A-1** Price Quotation Form, specifically, and all provisions of this RCC, generally. Under the Lease the Successful Bidder will be required to provide the Services

2. Instructions for completing Appendix A-1: Bidder shall complete, execute and submit **Appendix A-1** as required by the RCC, in accordance with the following:

Section A. Preliminary Information. Bidder must completely fill out Section A, subsections 1 through 4. These subsections are self-explanatory. Note that in subsection 1, a joint venture or other joint business arrangement Bidder must list all entities in the joint venture or other joint business arrangement and identify the managing or lead entity.

Section B. Proposal.

Section C. Cost Structure/Fee Proposal. Bidder must provide a proposal for providing these Services at no cost to the New Brunswick Parking Authority of but should also provide a plan for cost recovery to the Bidder including any third-party revenue sources and any charges proposed to the end users. In addition, Bidders must set forth a percentage of the Bidder's gross revenue, after third-party payment processing fees, which will be paid to the New Brunswick Parking Authority as "rent" on a quarterly basis.

Section D. Section D allows Bidder to submit additional supplemental information at Bidder's option.

LEASE PRICE QUOTATION

A. Preliminary Information:

1. Bidder:

[List all entities if a joint venture, and identify lead entity]

2. Date: _____ 2025

3. Contract Term is five (5) years from date of execution of contract.

4. Bidder Contact Person:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail Address: _____

Cell: _____

Signature: _____

B. Proposal:

1. **General.** By executing this Proposal form, the Bidder Contact Person is authorized to bind the Bidder to all of the representations and terms of this Proposal form, and Bidder is so bound.

2. **Defined Terms and Proper Form.** Capitalized terms not defined in this Proposal form shall be as defined in the RCC.

3. Cost Structure/Fee Proposal:

Bidder must propose a cost proposal whereby the Bidder may recuperate costs with third-party agreements and/or by charging the end users, but the Project should be at no cost to the New

Brunswick Parking Authority. In addition, Bidders must set forth a percentage of the gross revenue post payment processing fees to be paid to the New Brunswick Parking Authority as “rent” on a quarterly basis.

Bidder’s Proposal:

_____ % of gross revenue, after third-party payment processing fees, which shall be payable to the New Brunswick Parking Authority

4. Additional Information:

Provide any supplemental information that Bidder deems relevant or useful for the New Brunswick Parking Authority to consider in evaluating Bidder’s Proposal, including any information or suggestions that Bidder deems relevant to its proposal.

(a)_____ None.

(b) Supplemental information provided at Bidder’s option:

[attach additional sheets as necessary]

[BIDDER]

Signature of Authorized Agent

Type or Print Name

Title: _____

Date: _____

APPENDIX A-2

BIDDER INFORMATION/COVER LETTER FORM

[TO BE PLACED ON BIDDER'S LETTERHEAD]

Date: _____

Bidder: _____

Address: _____

Telephone: _____

Contact Person: _____

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity)).

A. GENERAL:

1. In submitting this Bid Proposal, the Bidder warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Competitive contract):
 - (a) The Bidder has reviewed and understands the requirements set forth within the RCC and Appendices and, if selected, will carry out all of the requirements set forth within the RCC and the Appendices.
 - (b) The Bidder has prepared its Bid Proposal using a complete set of Proposal Documents, including all addenda to the Request for Competitive contract issued by the New Brunswick Parking Authority, if any, prior to the date established for submission of all Bid Competitive contract.
 - (c) All information submitted in response to the Request for Competitive contract is accurate and factual and all representations made regarding the Bidder's willingness and ability to perform are true and correct.
 - (d) The name, title and contact information of the individuals who will be responding to questions on behalf of the Bidder are:

-
- (e) Bidder has reviewed and accepts the provisions of the RCC. Bidder does not rely on the New Brunswick Parking Authority or any of its advisors regarding any federal or state tax matters set forth in the RCC, if any, and Bidder shall consult, or has consulted, with its own tax advisors regarding such matters.

If applicable: If the Bid Proposal is being submitted by a joint venture, special purpose entity or similar business entity of more than one firm and/or organization, list the members, firms or organizations and designate a sole contact person for the joint venture, special purpose entity or similar business entity below:

2. Except to the extent expressly disclosed in the Bid Proposal, there has been no material adverse changes in the financial status of the Bidder since the date of the most recent financial data (including Forms 10-K and 10-Q) submitted as part of the response to this Bid Proposal.
3. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Bidder wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Bidder to carry out the duties and obligations imposed upon it under the RCC.
4. The Bidder is duly organized and validly exists in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Bidder to perform its obligations under the Lease. Execution of the Lease and the performance of all obligations thereunder have been authorized by all required action of the Bidder, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Bidder's affairs. The execution of the Lease and the performance of all obligations set forth in the RCC do not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Bidder or any agreement, indenture, mortgage, contract or instrument to which the Bidder is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the RCC and Appendices, including the Lease, the Lease and the requirements of the RCC will constitute a valid, legally binding obligation of the Bidder, enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.
5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Bidder wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Lease, or any other agreement or instrument entered into by Bidder in connection with the transactions contemplated by the RCC and/or the Lease.

6. The Bidder has in its possession valid approvals, registrations or permits (or Bidder will have such approvals, registrations or permits prior to or simultaneously with the execution of the Lease) that, pursuant to Applicable Law, permit the Bidder to fulfill its obligations as required by the RCC and/or under and in accordance with the terms of the Lease for the term thereof.
7. The Bid Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Bidder. The Bid Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements that govern the Bidder's business activities.
8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Bidder has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.
9. The facilities, materials, equipment and personnel to be utilized by the Bidder in the performance of the Lease meet or exceed, in all material respects, the requirements as set forth in the RCC.

[NAME OF BIDDER]

By: _____

Name: _____

Title: _____

[SEAL]

APPENDIX A-3
(INTENTIONALLY OMITTED)

APPENDIX A-4
(INTENTIONALLY OMITTED)

APPENDIX A-5

THE NEW BRUNSWICK PARKING AUTHORITY

OWNERSHIP DISCLOSURE STATEMENT

This Statement Shall Be Included with Bid Submission

Name of Bidder's Business: _____

CHECK ONE:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Limited Liability Corporation
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____ Home Address: _____ _____ _____	Name: _____ Home Address: _____ _____ _____
Name: _____ Home Address: _____ _____ _____	Name: _____ Home Address: _____ _____ _____
Name: _____ Home Address: _____ _____ _____	Name: _____ Home Address: _____ _____ _____

Subscribed and sworn before me this _____ day of
_____ 202_

(Affiant)

(Print Name & Title of Affiant)

(Notary Public)
My Commission Expires:

(Corporate Seal)

APPENDIX A-6

THE NEW BRUNSWICK PARKING AUTHORITY

NON-COLLUSION AFFIDAVIT

State of _____

ss:

County of _____

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

I am _____ of the firm of _____,
(Title or position) (Name of firm)

the Bidder making this Bid Proposal, and that I executed the said Bid Proposal with full authority so to do; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the Request for Competitive contract, dated _____, 2025, issued by the New Brunswick Parking Authority and that all statements contained in said Bid Proposal and in this affidavit are true and correct, and made with full knowledge that the New Brunswick Parking Authority will rely upon the truth of the statements contained in said Bid Proposal and in the statements contained in this affidavit in awarding the Lease.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(N.J.S.A. 52:34-25) (Name of Bidder)

Signature

Print name of affiant under Signature

Subscribed and sworn to
before me this _____ day of _____, 2025

Notary public of

My Commission expires _____

APPENDIX A-7

THE NEW BRUNSWICK PARKING AUTHORITY

CONSENT TO INVESTIGATION

The Bidder hereby gives its consent to The New Brunswick Parking Authority or its authorized representatives, to investigate and verify all information contained in the Bid Proposal submitted herewith in response to the Request for Competitive contract, dated _____, **2025**, with respect to the Lease, including financial and law enforcement information relating to the Bidder. The Bidder agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Bidder. The Bidder further agrees that the New Brunswick Parking Authority or its authorized representatives are authorized to inspect all premises and relevant records of the Bidder in order to verify information contained in the Bid Proposal.

The Bidder agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Bidder* _____

Bidder's Address: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

* If a joint venture, partnership or other form of organization is submitting this Bid Proposal, all such firms shall be listed, and each such participant shall execute this Form.

APPENDIX A-8

THE NEW BRUNSWICK PARKING AUTHORITY

STATEMENT OF BIDDER 'S QUALIFICATIONS

(This form must be completed and submitted with Bid Proposal, one form for each entity if a joint proposal or joint venture)

1. If firm is a Corporation, list state of incorporation:

2. If firm is a Partnership, list names of partners:

All questions must be answered, and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name.
2. Principal address,
3. Year firm was organized.
4. Where and when incorporated.
5. The number of years of Bidder's experience in providing Services and/or performing services similar to those set forth in this RCC is _____. Describe in detail experience of Bidder and/or principals thereof in providing these Services. For all Services and/or similar services that have been provided for two (2) years or more, provide client name, contact, address and phone number and a brief description of the project. Note: Bidders, or principals thereof, must have a minimum of five (5) years of experience providing these Services.
6. List of comparable work completed by Bidder within the past five (5) years and any job/contracts currently in progress and provide at least three (3) references, including contact information for services/contracts/work of similar size and scope. Include the cost for each contract and beginning and completion dates.
7. List default experience on previous contracts/projects similar to this RCC, within the past ten (10) years.

8. List present comparable contracts presently underway.
9. List equipment available for the Lease and provide the following information regarding technical, managerial and supervisory personnel experienced in providing supervision, troubleshooting, evaluations, and other technical information in support of Services as set forth in this RCC: names, education, experience and years of service with the Bidder of these employees.
10. Credit line (substantiate submittal).
11. Bidder shall provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: (i) balance statement detailing cash and cash equivalents, current assets, current liabilities, stockholder equity, (ii) statement of operations detailing pre-tax earnings, and (iii) statement of cash flows. The Bidder shall also submit any other information that the Bidder believes to be relevant to demonstrate its financial strength. In the case of a subsidiary or affiliate, statements must provide information with respect to the operating entity.
12. Bidder must provide complete financial statements for the current fiscal year to date and prior fiscal year, including balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity), statement of operations (detailing pre-tax earnings) and statement of cash flows.
13. No litigation shall be pending or brought against the Bidder, including owners and principals, that could materially affect its ability to perform under the Lease as provided in this RCC. List all threatened and pending claims, litigation and judgments or settlements, and any government enforcement actions or penalties pending or assessed by any regulatory agency having jurisdiction over permit compliance, worker health and safety, or labor laws, as these issues relate to performance under the Lease. (If none, so state).
14. List the names and contact information for Bidder's banks or other financial institutions.
15. Bidder provides the following organization chart and description of resources regarding the corporate resources, staff and personnel deemed necessary to perform in accordance with the terms and conditions of the Lease.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the New Brunswick Parking Authority verifying data submitted in the Proposal.

BY:

TITLE:

STATE OF _____

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

_____ of _____ and
(Title/Position) (Name of Bidder)

that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn
to before me this _____ day of _____.

Notary Public

My commission expires: _____

APPENDIX A-9

THE NEW BRUNSWICK PARKING AUTHORITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder1 hereby acknowledges receipt of the following Addenda:

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

☐ **No addenda were received:** *(Bidder must check if no addenda were received)*

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

If a joint venture, partnership or other formal organization or firm submits this Bid Proposal, all such firms shall be listed and each such participant shall execute this Bid Proposal Form.

APPENDIX A-10

THE NEW BRUNSWICK PARKING AUTHORITY AFFIRMATIVE ACTION COMPLIANCE/MANDATORY EEO LANGUAGE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq.; N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GERNERAL SERVICE CONTRACTS

Affirmative Action Plan Compliance:

All bidders and all contractors who are negotiating for a contract as a precondition to entering into a valid and binding procurement or service contract with the public agency, are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4;
- iii. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27.

Additionally, during the performance of the Services in this matter, the Bidder agrees as follows:

a. The Contractor or subcontractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting 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 or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

e. The Contractor or subcontractor shall furnish such reports or other documents to the affirmative action office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

f. The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

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

h. 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.

i. 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

j. The Contractor shall submit to the public agency, after notification of award, but prior to

execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report

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

k. The Contractor or its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

APPENDIX A-11
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for individuals with Disability

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

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this lease will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

APPENDIX A-12
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

PART 1: CERTIFICATION

PROPOSERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON- RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a lease must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on _____ the

_____ Division's _____ website _____ at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's bid non-responsive.** If the New Brunswick Parking Authority finds a person or entity to be in violation of law, the New Brunswick Parking Authority shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

- ☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**
-

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE PROVIDE ON A SEPARATE ATTACHED PAGE.

Name: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____

Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the New Brunswick Parking Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any leases with the Authority to notify the state in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the New Brunswick Parking Authority at its option may declare any lease(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

APPENDIX A-13

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

Proposer: _____

Pursuant to N.J.S.A. 52:32-44.1, any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work, local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the _____ is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the New Brunswick Parking Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the New Brunswick Parking Authority to notify the New Brunswick Parking Authority, in writing, of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the New Brunswick Parking Authority, permitting the New Brunswick Parking Authority to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	<p>Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.</p>
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	<p>No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.</p>

Section B (Skip if no Business entity is listed in Section A above)			
<input type="checkbox"/>		Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.	
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Home Address (for Individual) or Business Address			
OR			
<input type="checkbox"/>		No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.	
Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the _____ or, if applicable, owns greater than 50 percent of a parent entity of _____. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the New Brunswick Parking Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the New Brunswick Parking Authority to notify to the New Brunswick Parking Authority , in writing, of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the New Brunswick Parking Authority , permitting the New Brunswick Parking Authority to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):			Title:
Signature:			Date:

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the _____ owns more than 50 percent of voting stock, or of the partnership(s) in which the _____ owns more than 50 percent interest therein, or of the limited liability company or companies in which the _____ owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The _____ does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address
Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the _____ does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the New Brunswick Parking Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the New Brunswick Parking Authority to notify the New Brunswick Parking Authority, in writing, of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the New Brunswick Parking Authority, permitting to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

THIS FORM MUST BE RETURNED WITH THE BID

APPENDIX A-14

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specifically Designated Nationals and Blocked Persons list, available here <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specifically Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Line)

_____ A. That the Vendor is not identified on the OFAC Specifically Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

_____ B. That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specifically Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

_____ C. That I am unable to certify as to “A” above because the Vendor is identified on the OFAC Specifically Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license, or exemption. A detailed, accurate and precise description of the Vendor’s activity in Russia and/or Belarus is set forth below.

(Attach Additional Sheets If Necessary)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's
Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

Definitions

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph(1) or (2).

APPENDIX A-15

THE NEW BRUNSWICK PARKING AUTHORITY PROPOSAL CHECKLIST

REQUEST FOR COMPETITIVE CONTRACT FOR THE LEASE OF NBPA OWNED PROPERTIES FOR THE INSTALLATION AND OPERATION OF ELECTRIC VEHICLE CHARGING STATIONS WITHIN THE NEW BRUNSWICK PARKING

Dated _____, 2025

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Bidder shall submit with its Bid Proposal** in order for its Bid Proposal to be considered by the New Brunswick Parking Authority in accordance with the provisions of the RCC. Capitalized terms not defined in this check-list shall be as defined in the RCC. Bidders shall submit a copy of this Proposal Checklist with their Competitive contract.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Bid Proposal. Failure to submit any of the following shall be deemed a fatal defect that cannot be cured, and will result in mandatory rejection of the Proposal as unresponsive to the RCC:

	CHECK
Appendix A-1	Cost Proposal/Contract Quotation Sheet _____
Appendix A-2	Bidder Information/Cover Letter _____
Appendix A-3	(Intentionally omitted)
Appendix A-4	(Intentionally omitted)
Appendix A-5	Ownership Disclosure Statement _____
Appendix A-8	Statement of Bidder's Qualifications _____
Appendix A-9	Acknowledgement of Receipt of Addenda _____
Appendix A-12	Disclosure of Investment Activities in Iran _____
Appendix A-13	Certification of Non-Debarment for Federal Government Contracts _____
Appendix A-14	Certification of Non-Involvement in Prohibited activities in Russia or Belarus _____

(2) Failure to submit any of the following documents with submission of the Bid Proposal may be cause for rejection of the Bid Proposal:

CHECK

- (a) Appendix A-6 Cost Proposal/Contract Quotation Sheet _____
- Appendix A-7 Bidder Information/Cover Letter _____
- Appendix A-15 Ownership Disclosure Statement _____
- (b) Business Registration Certificate (prior to contract award) _____