

NOTE: The Borough of New Milford will consider proposals only from firms that have demonstrated the capability and willingness to provide high quality services in the manner described in this Request for Proposals.

REQUEST FOR PROPOSALS

**INSTALLATION AND OPERATION OF
ELECTRIC VEHICLE CHARGING STATIONS
WITHIN THE BOROUGH OF NEW MILFORD, NEW
JERSEY**

ISSUE DATE: _____, 2024

DUE DATE: _____, 2024

ISSUED BY: Borough of New Milford

**REQUEST FOR PROPOSALS
BOROUGH OF NEW MILFORD
BERGEN COUNTY, NEW JERSEY**

PUBLIC NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Borough of New Milford at Borough Hall, 930 River Road, New Milford, New Jersey 07646 in the County of Bergen and State of New Jersey on May 15, 2024, at 2:00 PM prevailing time in the Borough Clerk's office and then publicly opened and read aloud for:

**INSTALLATION AND OPERATION OF ELECTRIC VEHICLE CHARGING
STATIONS ON BOROUGH OWNED LAND WITHIN THE BOROUGH OF NEW
MILFORD, BERGEN COUNTY, NEW JERSEY**

The Request for Proposals is available on the Borough web site at <https://www.newmilfordboro.com/> or in the Borough Clerk's office located at 930 River Road, New Milford, New Jersey 07646 between the hours of 9:00 AM and 3:00 PM, daily, except Saturday, Sundays, and Holidays. Completed proposals must be submitted to, and received by, Christine Demiris, Borough Administrator, 930 River Road, New Milford, NJ 07646 on or before 2:00 PM on May 15, 2024. Respondents are instructed to label the outside of the envelope or package to the effect that the enclosure consists of Proposal, in response to this Request for Proposals. Proposals will not be accepted by facsimile.

The selection of qualified respondents and award of a contract are subject to the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The Borough has structured a procurement process that seeks to obtain the desired results, while establishing a competitive contracting process, to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the Request for Proposals. Through a Request for Proposals process, persons and/or firms interested in assisting the Borough with the provision of such services must prepare and submit a proposal in accordance with the procedure and schedule in the Request for Proposals. The Borough will review proposals only from those firms who submit a Proposal that includes all the information required, in the sole judgment of the Borough. The Borough intends to qualify respondents who (a) possess the financial and physical capabilities to provide the proposed services, and (b) agree and meet the terms and conditions determined by the Borough that provide the greatest benefit to the taxpayers of the Borough.

The Borough of New Milford reserves the right to consider the proposals for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all proposals, either in whole or in part, to waive any informality, and make such awards or take action as may be in the best interest of the Borough of New Milford. Bidders must not submit a bid with qualifying conditions or provisions.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), and the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.).

BOROUGH OF NEW MILFORD
Christine Demiris, RMC, CMC, MMC
Administrator/Borough Clerk

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 **Introduction and Purpose**

The Borough of New Milford (“Borough”) has issued this Request for Proposals (“RFP”) to solicit proposals from qualified vendors to fully fund, design, install, operate, maintain, market and potentially remove electrical vehicle (EV) charging stations, also known as electric vehicle supply equipment (EVSE), on publicly owned property for public use. This work will also include assisting the Borough in identifying ideal site locations for the EVSE installations. The Borough wishes to install four (4) Dual-Port Free Standing Level 2 Electronic Vehicle (EV) charging stations (208/240 V AC @30A; with remote access, network capability and Cable Management Kit). Said locations for the EVCS shall be at the New Milford Borough Hall, 930 River Road, New Milford NJ and at Knights Field Park, Parking lot, located on 75 Madison Avenue, New Milford NJ. The EV charging stations 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.

Proposals for the provision of concession services for the installation and operation of electric vehicle charging stations within the Borough, as more particularly described herein, pursuant the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. Through the RFP process described herein, persons and/or firms interested in providing such Concession Services must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The Borough will review Proposals only from those firms that, in the sole judgment of the Borough, submit a Proposal that includes all the required information and documentation. The Borough is seeking Proposals 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 Borough 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 governments in the development of alternative- fuel infrastructure, the Borough 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 RFP. Together with the other RFP sections, they will apply to the RFP process and the subsequent contract. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Borough of New Milford, hereinafter referred to as the "the Borough", to determine the proposal as non-responsive to the RFP and will be

a factor in the determination of an award of a contract. The contents of the proposal of the successful vendor, as accepted by the Borough, will become part of any contract awarded as a result of the RFP.

This RFP does not commit the Borough to award a contract. No other party, including any vendor, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Borough, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the Borough and are for the sole and exclusive benefit of the Borough. Any response, including written documents and verbal communication by any vendor to this RFP, will become the property of the Borough.

It shall be the vendor's responsibility to review and verify the completeness of its proposal. The Borough may, after proposals are received and opened, but prior to completing the evaluation of the proposals, provide the opportunity for vendors to provide clarification, if requested by the Borough, regarding their submission. The presentation, if required, shall address only those matters specified by the Borough. The presentation shall not be used for negotiation of a contract contrary to law.

Borough employees and officials are prohibited from responding to this RFP or being a party, direct any contract resulting from the RFP and no proposal shall be accepted from, or contract awarded to, any Borough employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

All applicants must comply with the requirements set forth within this RFP. The Successful Respondent must be prepared to provide Services as early as June, 2024 but no later than December, 2024.

1.2 Definitions

- a. "Borough" refers to the Borough of New Milford, a public body of the State of New Jersey and, except as otherwise expressly provided herein, its officers and employees.
- b. "Contractor" refers to the successful Respondent to whom a Contract for Electric Vehicle Charging Station Services will be awarded.
- c. "Contract" means the contract between the Borough and the Successful Respondent for the performance of Electric Vehicle Charging Station Services sought in this RFP.
- d. "EV" means electric vehicle.
- e. "EVSE" means electric vehicle supply equipment.
- f. "PHEV" means plug-in hybrid electric vehicle.
- g. "Proposal" refers to the complete responses to this RFP submitted by the Respondents.

- h. “Proposal Documents” means this RFP, including all forms, terms and conditions and amendments and supplements thereto, if any.
- i. “Qualified” or “Qualified Respondent” refers to those Respondents who, in the sole judgment of the Borough, have satisfied the qualification criteria set forth in this RFP.
- j. “RFP” refers to this Request for Proposals, including any amendments thereof or supplements thereto.
- k. “Respondent” or “Respondents” refers to the interested firms that submit a Proposal.
- l. “Services” refers to the Electric Vehicle Charging Station concession services solicited by the Borough to be provided by the Contractor including the design, furnishing, installation and operation of a minimum of four (4) publicly accessible electric vehicle (“EV”) charging stations, Level II or higher, on Borough-owned property through a turnkey solution.

1.3 Submission of Proposals, Time and Place

Proposals shall be submitted, in writing, to Borough Administrator, Christine Demiris, **on or before** May 15, 2024, at 12:00 p.m. Proposals shall be enclosed in an opaque, sealed envelope, marked with the name and address of the Respondent, directed to

Borough of New Milford
930 River Road
New Milford, New Jersey 07646

Proposals shall be marked on the outside with the words “Request for Proposals for Electric Vehicle Charging Stations”.

One (1) original (marked “Original”) and three (3) copies (each marked “Copy”) of the Proposal shall be submitted **BY HAND DELIVERY, REGULAR OR OVERNIGHT MAIL** and received by the Borough Clerk’s office on or prior to the above-referenced date and time.

Respondents 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 Proposals submitted will be date and time-recorded by the Borough Clerk’s office upon receipt but will remain unopened until the time and date established for the Proposal opening.

The delivery of the Proposal to the Borough of New Milford Clerk’s Office by the above date and time is solely and strictly the responsibility of the Respondent. The Borough 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 **Questions**

All questions concerning this RFP shall be submitted, in writing, via regular mail, overnight delivery or email, to the below-named individual **no later than 4:00 p.m. on April 30, 2024:**

Christine Demiris
Borough of New Milford
930 River Road
New Milford, New Jersey 07646

Responses will be issued to all Respondents of record no later than **May 8, 2024**. The Borough will not respond to oral questions or provide oral responses.

1.5 **RFP Documents**

Each Respondent should inspect its copy of this RFP to ensure that a complete set of the documents, including any Appendices, are included. If a Respondent discovers that its copy of the RFP is incomplete, it should immediately contact Christine Demiris at (201) 967-5044. The Borough will make appropriate and reasonable arrangements with the Respondent to provide any missing items. A Respondent must prepare its Proposal using a complete RFP, including any addenda issued by the Borough prior to the date established for submission of all Proposals. Neither the Borough nor its agents or employees shall be responsible for errors, omissions, incomplete submissions or misinterpretations resulting from a Respondent's use of an incomplete RFP in preparing or submitting its Proposal.

The RFP has been made available only for the purpose of soliciting Proposals related to the installation and operation of Electric Vehicle Charging Stations (the "Services") as generally described in this RFP. No license or grant is conferred or implied to the Respondent or to any other person for any purpose.

1.6 **Procurement Process**

The Borough is proceeding with the selection of a Contractor for the provision of the Services pursuant to the Competitive Contracting procedures set forth at N.J.S.A. 40A:11-4.1 et seq. Respondents are encouraged to familiarize themselves with the provisions thereof.

The Proposals will be evaluated in accordance with Section 5 hereof. Generally, the Borough will select the Successful Respondent based on an evaluation and ranking, which shall include technical, management and financial criteria. The selection process will comply in all respects with the Competitive Contracting requirements, as set forth in N.J.S.A. 40A:11-4.1 et seq.

1.7 **Anticipated Procurement Schedule**

Issuance of RFP	March, 2024
Deadline for Receipt of Written Questions	April 30, 2024
Response to Written Questions	May 8, 2024
Receipt of Proposals (12:00 p.m. prevailing time)	May 15, 2024

The term of the contract to be awarded is five (5) years, commencing on or about September 1, 2024 and terminating in 2029.

Subsequent to issuance of this RFP, the Borough may modify, supplement or amend the provisions of this RFP, including the anticipated procurement schedule.

1.8 Conditions

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

1. The issuance of the RFP is not intended to and shall not be construed to commit the Borough to execute any contract.
2. The Borough reserves the exclusive rights set forth in Section 1.9 hereof.
3. Neither the Borough, its staff, nor any of its consultants will be liable for any claims or damages resulting from the solicitation of Proposals in response to this RFP, nor will there be any reimbursement to Respondents for the cost of preparing the Proposal or for participating in the RFP process.
4. By submitting a Proposal in response to the RFP, the Respondent accepts and consents to the procurement process selected (and implemented) by the Borough and the Respondent waives any and all claims to same.
5. All Proposals submitted in response to this RFP will become the property of the Borough and will not be returned.
6. Reasonable efforts will be taken by the Borough 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 Respondent.
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 Respondent to submit a Proposal that completely addresses the requirements of this RFP (including submittal as part of such Proposal of all documents required to be submitted under the terms of this RFP), at the times and in the manner specified in this RFP, will result in the rejection of the Proposal by the Borough.

9. All documentation and information provided by the Borough in connection with this RFP is believed to be accurate and correct; however, the Borough makes no guarantees as to the accuracy of the information provided. Each Respondent is instructed to notify the Borough in accordance with Section 1.4 hereof if it believes that any information provided herein is not accurate and/or correct.

1.9 Rights of the Borough

The Borough reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to the RFP and the Proposal process:

1. To eliminate any Respondent 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 RFP.
3. To supplement, amend, or otherwise modify the RFP.
4. To change or alter the schedule for any events called for in the RFP.
5. To conduct investigations of any or all of the Respondents and their Proposals as the Borough 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 Respondent or enter into a Contract for any reason.
7. To abandon this procurement process at the Borough's convenience at any time for any reason.
8. To reject any Proposal that is not received by the Borough on or before 12:00 p.m., May 15, 2024, or such other date as may be determined by the Borough.
9. To select the Proposal that, in the Borough's sole judgment, best serves the interests of the Borough.
10. 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.
11. To only select a Successful Respondent or enter into a Contract 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.

12. To interview any or all Respondents.

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

It is the responsibility of each Respondent, before submitting a Proposal, to (a) examine the RFP 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 Borough of all conflicts, errors or discrepancies in the RFP.

Before submitting a Proposal, each Respondent, 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 Respondent deems necessary to compile its Proposal. The failure or omission of the Respondent to receive and examine any form, instrument, or document, or to make required inquiries, shall not relieve the Respondent from any obligations and responsibilities relating to the Services.

The submission of a Proposal will constitute a conclusive and binding representation by such Respondent that such Respondent has agreed to, and complied with, every requirement of this RFP, that the procurement process chosen by the Borough 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 Borough of New Milford is seeking responses from firms who are qualified to design, furnish, install, operate, and maintain a minimum of Four (4) publicly accessible electric vehicle (“EV”) charging stations, Level II or higher, Dual-Port Free Standing Level 2 Electronic Vehicle charging stations (208/240 VAC @30A; with remote access, network capability and Cable Management Kit). Said locations shall be at the New Milford Borough Hall, 930 River Road, New Milford, NJ, New Milford Public Library, 200 Dahlia Drive, New Milford, NJ, and at Knights Field Park, Parking lot, 75 Madison Avenue, New Milford, NJ, through a turnkey solution in accordance with the terms, conditions, and specifications as described herein as the “Services”.

The Borough desires to enter into an agreement with an entity able to provide charging stations for EVs and related products and services. The firm finally awarded the Project upon completion of the procurement process (the “Contractor”) will be responsible for installing the infrastructure to enable the use of EVs in around the downtown area of the Borough. The Borough and the Contractor would cooperate to locate and designate parking spaces in public right of ways and municipal lots for use by public EV owners. The Borough’s goals include:

- Reducing greenhouse gas emissions
- Encourage use of EVs and PHEVs in the Borough
- Encourage drivers of EV/PHEVs to visit, dine and shop in the Borough

At the end of the procurement process, the Borough intends to enter into an agreement with a partner to provide the Services. The bidding process, vendor selection, contract negotiations and execution and implementation of the Services will be conducted by the Borough in accordance with applicable law. Respondent should carefully review this document, which constitutes the formal RFP for the Services sought by the Borough to ensure a clear understanding of the Borough’s needs, objectives, and scope of work. This Project must result in a self-sufficient, independently operated system requiring no Borough capital or operating expenses. Moreover, the Contractor 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

The Borough is looking for a turnkey program. The Contractor must understand and provide the equipment required for the installation, operation and maintenance of the EV charging stations. The Contractor will be responsible for:

- Developing (with the Borough) the strategy for locating charging stations to maximize utilization.

- Developing and implementing the business model, including the back-end functionality.
- Providing warranty and service for the charging stations and infrastructure for the term of the Agreement.
- Purchasing and installing charging stations and associated infrastructure supporting the Project.

Successful bidder will also be granted rights to install under the following terms and conditions of the technical specifications:

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** Provide an ongoing revenue sharing program for the Borough to receive a percentage (%) of the net revenues generated by the EVSE.
- 2.3.4** Identify, in consultation with the Borough, the best siting locations within the various Borough properties listed above, reasoning behind the location selection and accompanying notes.
- 2.3.5** Provide proper EV parking signage and reconfiguration of any parking stalls for EV parking.
- 2.3.6** Market the project as well as provide product advertisement.
- 2.3.7** Offer options for EVSE when the agreement expires (i.e., charging unit removal, transfer of ownership, contract renewal options).
- 2.3.8** The Borough of New Milford shall provide the required parking spaces to accommodate the EVSE within the parking facilities at no cost to the vendor.
- 2.3.9** Comply with all permits, ADA and parking requirements.
- 2.3.10** Enabling and processing point of sale transactions while providing flexible payment options that allow for universal public access.

2.4 Vendor Background & Work Experience

- 2.4.1** Vendor shall provide a list of all Municipalities (within Morris, Bergen, Sussex and Passaic County) 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 for 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 vendor'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 your vendor during the last five (5) years. Provide names of agencies, names and phone numbers of persons who can be contacted.
- 2.4.4** Provide qualifications of the local contractors that will perform the EVSE installations. Demonstrate that the vendor is working with licensed electrical contractors employing New Jersey state-certified electricians to handle EVSE installations and maintenance.
- List any EVSE-specific trainings or certifications that the vendor'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 vendor's electrical contractor and/or the contractor's electricians.
 - Demonstrate and understanding of the Borough's processes, required permits, permit costs, licenses and applicable state and local codes specific to EVSE and procedures for this type of project.

2.5 Scope of Work

- 2.5.1** 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.
- 2.5.2**
- Identify how the vendor will provide the electricity to the EVSE and consumer at no cost to the Borough and demonstrate how Borough will be reimbursed for electricity used.
 - Process and schedule for reimbursement to the Borough for cost recovery of electricity provided to EVSE (if applicable).
 - 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).

- Description of the proposed EVSE maintenance program including the location of maintenance facilities, number of staff that will be available for maintenance and anticipated response times.
- Description of ability and staff expertise to provide services including marketing, installation, monitoring, and maintenance of EVSE.
- Quality control/safety features.
- Marketing plan details and available resources.
- Options for EVSE when the contract agreement expires (i.e., charging unit removal, transfer of ownership, contract renewal options) and responsible party for any costs incurred (if applicable). Highly preferred that the vendor shall cover any removal costs.
- The contractor/installer shall be responsible for completing and submitting all required permit paperwork prior to starting work.

2.6 Operation and Maintenance

2.6.1 Parking Spot Selection

Each Respondent should be familiar with the Borough of New Milford and the areas wherein the EV charging stations are going to be installed and should demonstrate its vision for Installing EV parking stations within the three designated parking locations within the Borough of New Milford.

2.6.2 The effective period of this contract shall be for five (5) years.

2.6.3 Time of Completion

The electrical vehicle charging stations shall be fully installed and operating by December 31, 2024.

2.6.4 Regulatory Considerations

Any charging stations and associated infrastructure developed by the Contractor will comply with the appropriate state and local government laws, rules, regulations and policies. The Contractor 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 Borough is committed to its role in supporting the initial deployment of charging infrastructure and will work with the Contractor to resolve any regulatory hurdles that may arise.

2.7 Affirmative Action

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

2.8 Proof of Business Registration

Pursuant to N.I.S.A. 52:32-44, the Borough of New Milford is prohibited from entering into a contract with an entity unless the respondent/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 contractor shall provide the Borough 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 respondent, who in turn, shall provide it to the Borough prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- 2.8.1** The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- 2.8.2** The contractor shall maintain and submit to the Borough a list of subcontractors and their addresses that may be updated from time to time.
- 2.8.3** The 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.shtml.

Before final payment is made under the contract, the contractor shall submit to the Borough 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.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

2.9 Disclosure of Investment Activities

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Respondents must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the Borough is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

2.10 Non-Collusion Affidavit

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

2.11 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.

2.12 Vendor Maintenance of Documentation

Pursuant to N.J.A.C. 17:44-2.2 the Vendor 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.

2.13 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.

2.14 Assign, Sublet or Transfer Any Rights/Interests

Neither the Borough nor the Contractor shall assign, sublet, or transfer any rights or interest in this Agreement 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 this Agreement. Nothing herein shall be construed to give any rights or benefits to anyone

other than the Borough and the Contractor.

2.15 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.

2.16 Multiple Proposals 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.

2.17 Subcontractors

2.18 Failure to Enter Contract

Should the respondent to whom the contract is awarded, fail to enter into a contract within ten (10) days, Saturdays, Sundays and Holidays excepted, the Borough may then, at its option, accept the proposal of another respondent.

SECTION 3

INSTRUCTION FOR PREPARATION AND SUBMISSION OF PROPOSALS

3.1 Minimum Qualifications for Responses

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

3.1.1 Cover Letter

An authorized representative of the Respondent, preferably the Executive Director, must sign a cover letter. The cover letter must contain a commitment to provide services in accordance with all terms and conditions of the RFQ. In addition, the cover letter must contain an overview of the experience and background of the Respondent, or Respondents 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 Respondent must provide the following information:

- A narrative describing the project, project principles and Scope of Services provided in this RFP;
- Public benefit derived from this project;
- Name, address and telephone number of the firm submitting a response to the RFP, 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 RFP, "Principals" mean persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who would have any amount of operational control over the Respondent 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 Respondent 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 Respondent 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 Respondent who are Borough employees or elected officials of the Borough of New Milford. 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

Respondents 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

Respondent 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

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

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 scope of work assigned as needed.
4. Description of Respondent's history, vision, and philosophy relevant to providing outlined services.
5. Explanation of perceived relevance of the experience to the RFP 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 Respondents pursuant to this RFP, Respondents 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 Respondent's Option

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

3.2 Addenda or Amendments To The Request For Proposals

During the period provided for the preparation of Proposals, the Borough may issue addenda or amendments to this RFP. All bid addenda will be issued on the Borough of New Milford's website at <https://www.newmilfordboro.com/> 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 Borough will constitute a part of the RFP. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of the Proposal by submitting an executed acknowledgment (included as part of this RFP). All Proposals submitted in response to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submittal date.

3.3 Cost of Preparation

Each Proposal and all information required to be submitted pursuant to this Request for Proposals shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Borough, its staff, or its consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information related in any way to the Request for Proposals.

3.4 Disclosure of Information in Proposals

If the Respondent chooses to include material of a proprietary nature in the Proposal, the Borough will attempt to keep such material confidential to the extent permitted by applicable law. The Respondent must specifically identify each page of its 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 Proposal to assist them in protecting this information. The Respondent 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 (Respondent's) competitive position. (Respondent) requests that such data be used only for the evaluation of the Proposal, and understands that disclosure will be limited only to the extent that the Borough determines it proper or to the extent that the Borough deems disclosure necessary according to law. If a Contract is awarded to (Respondent), the Borough will have the right to use or disclose the data as provided in the Contract executed with the Respondent.”

The Borough will seek to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the Borough 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 Respondent may withdraw its Proposal prior to the date and time set for the opening of the Proposals provided that a written request to withdraw the Proposals is hand-delivered to the Borough, by or on behalf of, an accredited representative of the Respondent, or the request is delivered by certified U.S. Mail. The request to withdraw the Proposal must be received by the Borough prior to the commencement of Proposal opening.

3.6 Proposal Acceptance or Rejection

Subject to applicable law, the Borough reserves the right to (a) abandon this procurement process; (b) reject any or all Proposals; and (c) waive any non-material informality or non-conformance in the Proposals.

3.7 Disposal of Proposals

All Proposals are the property of the Borough and will not be returned. At the conclusion of the procurement process, the Borough may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. However, prior to such disposal, the Borough 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 Borough assume liability for any loss, damage or injury that may result from any disclosure or use of marked data.

3.8 Proposal Submission

All Proposals must be submitted complete 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 Proposal and all related information must be bound and must be signed and acknowledged by the Respondent in accordance with the directions herein.

3.9 Completeness

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

3.10 Form of Proposal

The Respondent 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 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 Proposal shall be concise, clear, factual, and complete with a minimum of extraneous material.
4. The Proposal shall be indexed and sectioned and shall be prefaced with a table of contents.
5. The 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 Respondent must be prepared to execute, and deliver to the Borough, a Contract in form and content acceptable to the Borough, in its sole discretion, within ten (10) days of its presentation.

4.2 **Subcontracting/Assignment of Contract**

Subcontracting and/or assignment of any portion of the Services to be provided under the Contract and/or terms and provisions of this Request for Proposals shall be strictly prohibited without prior written consent of the Borough, in the Borough's sole discretion.

SECTION 5

EVALUATION AND SELECTION PROCESS

5.1 Evaluation Criteria

The objective of the Borough of New Milford in seeking Proposals to this RFP is to enable it to select a Successful Respondent to design, furnish, install, operate and maintain a minimum of four (4) publicly accessible EV charging stations, Level II or higher, on Borough-owned property in a Borough-owned Municipal Lot, through a turnkey solution in accordance with the terms, conditions, and specifications as described herein. Each 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 Respondent to perform the Services, and conformance with the requirements of this RFP.

The Proposal must include all submission requirements and must address all items required by this RFP. Proposals will be evaluated based upon each Respondent’s ability to provide the Services as defined in the RFP, “Scope of Services” and on the submission and completion of all requested documentation as defined. The Borough will be guided by the following considerations in evaluating the Proposals:

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 turnkey, concession projects	10	Should demonstrate experience providing turnkey 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 Borough
Total	100	

5.2 Project References

The Borough reserves the right to communicate with those project references identified in the Proposal.

5.3 Interviews (optional)

Following a review of the Proposal documents, the Borough may, at its sole discretion, schedule interviews with, or presentations by, any or all of the Respondents who submitted Proposals for the purpose of further evaluation of the Respondent’s capabilities, qualifications and expertise.

5.4 Additional Information

The Borough reserves the right to request additional information and/or documentation from the Respondents and to inspect facilities currently operated and maintained by the Respondents and identified by the Respondents in their Proposals. This right is of a continuing nature and the Borough may seek such additional information even after the selection of a Successful Respondent has been made, but prior to execution of a Contract, to provide assurance to the Borough that the Respondent is fully qualified to provide the Concession Services solicited under the RFP.

5.5 Basis for Award

After completion of the review of Proposals and any clarifications consistent with the RFP, and after any interviews, the Borough’s evaluation team shall evaluate the Proposals in accordance with the Evaluation Criteria in Section 5.1, and prepare an evaluation report recommending an award to the Successful Respondent, if any. The report shall be made available to the public forty- eight (48) hours prior to the award of a Contract by the Borough. Award of the Contract, if any, shall be made by resolution of the Borough at the public meeting set forth in the Proposed Procurement Schedule.

APPENDIX A PROPOSAL FORMS

Appendix A-1	Cost Proposal/Contract Quotation Sheet
Appendix A-2	Respondent Information/Cover Letter
Appendix A-3	Agreement for Proposal Security in Lieu of Proposal Bond
Appendix A-4	Form of Proposal Bond
Appendix A-5	Ownership Disclosure Statement
Appendix A-6	Non-Collusion Affidavit
Appendix A-7	Consent to Investigation
Appendix A-8	Statement of Respondent'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	Proposal Checklist

**APPENDIX A-1
COST PROPOSAL**

TO: BOROUGH OF NEW MILFORD

**RE: REQUEST FOR PROPOSALS FOR THE INSTALLATION AND OPERATION OF
ELECTRIC VEHICLE CHARGING STATION SERVICES IN THE BOROUGH
OF NEW MILFORD**

NAME OF RESPONDENT: _____

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

1. General:

Contract/Services: The Successful Proposer will be required to enter into a five (5)-year Contract with the Borough, all in accordance with the terms set forth in this **Appendix A-1** Price Quotation Form, specifically, and all provisions of this RFP, generally. Under the Contract the Successful Respondent will be required to provide the Services in exchange for payment to the Contractor.

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

Section A. Preliminary Information. Respondent 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 Respondent 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. Respondent must provide a proposal for providing these Services at no cost to the Borough of New Milford but should also provide a plan for cost recovery to the Respondent including any third-party revenue sources and any charges proposed to the end users.

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

CONTRACT PRICE QUOTATION

A. Preliminary Information:

1. Respondent:

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

2. Date: _____ 2024

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

4. Respondent Contact Person:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail Address: _____

Cell: _____

Signature: _____

B. Proposal:

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

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

3. Cost Structure/Fee Proposal:

Respondent must propose a concession, turnkey cost proposal whereby the Respondent may recuperate costs with third-party agreements and/or by charging the end users, but the Project should be at no cost to the Borough of New Milford.

4. Additional Information:

Provide any supplemental information that Respondent deems relevant or useful for the Borough to consider in evaluating Respondent's Proposal, including any information or suggestions that Respondent deems relevant to its proposal.

(a) _____ None.

(b) Supplemental information provided at Respondent's option:

[attach additional sheets as necessary]

[RESPONDENT]

Signature of Authorized Agent

Type or Print Name

Title: _____

Date: _____

APPENDIX A-2

RESPONDENT INFORMATION/COVER LETTER FORM

[TO BE PLACED ON RESPONDENT'S LETTERHEAD]

Date: _____

Respondent: _____

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 Proposal, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Proposals):
 - (a) The Respondent has reviewed and understands the requirements set forth within the RFP and Appendices and, if selected, will carry out all of the requirements set forth within the RFP and the Appendices.
 - (b) The Respondent has prepared its Proposal using a complete set of Proposal Documents, including all addenda to the Request for Proposals issued by the Authority, if any, prior to the date established for submission of all Proposals.
 - (c) All information submitted in response to the Request for Proposals is accurate and factual and all representations made regarding the Respondent'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 Respondent are:

- (e) Respondent has reviewed and accepts the provisions of the RFP. Respondent is not relying on the Borough or any of its advisors regarding any federal or state tax matters set forth in the RFP, if any, and Respondent shall consult, or has consulted, with its own tax advisors regarding such matters.

If applicable: If the 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 Proposal, there has been no material adverse changes in the financial status of the Respondent since the date of the most recent financial data (including Forms 10-K and 10-Q) submitted as part of the response to this 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 Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it under the RFP.
4. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Contract. Execution of the Contract and the performance of all obligations thereunder have been authorized by all required action of the Respondent, 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 Respondent's affairs. The execution of the Contract and the performance of all obligations set forth in the RFP 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 Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the RFP and Appendices, including the Contract, the Contract and the requirements of the RFP will constitute a valid, legally binding obligation of the Respondent, 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 Respondent wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Contract, or any other agreement or instrument entered into by Respondent in connection with the transactions contemplated by the RFP and/or the Contract.

6. The Respondent has in its possession valid approvals, registrations or permits (or Respondent will have such approvals, registrations or permits prior to or simultaneously with the execution of the Contract) that, pursuant to Applicable Law, permit the Respondent to fulfill its obligations as required by the RFP and/or under and in accordance with the terms of the Contract for the term thereof.
7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements that govern the Respondent's business activities.
8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent 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 Respondent in the performance of the Contract meet or exceed, in all material respects, the requirements as set forth in the RFP.

[NAME OF RESPONDENT]

By: _____

Name: _____

Title: _____

[SEAL]

APPENDIX A-3

AGREEMENT FOR PROPOSAL SECURITY IN LIEU OF PROPOSAL BOND

(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT DOES NOT PROVIDE A PROPOSAL BOND WITH ITS PROPOSAL.)

This Proposal is accompanied by proposal security in the form of a Certified Check or Cashier's Check drawn on the

(name of banking institution)

(address of banking institution)

in the amount of Twenty Thousand (\$20,000) Dollars.

The undersigned Respondent hereby agrees that if its Proposal shall be accepted by the Borough of New Milford (the "Borough") and the undersigned shall fail to execute and deliver the Services to be performed pursuant to the Contract, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, the certified or cashier's check herewith submitted as Proposal security shall be due and payable thereunder to the Borough as liquidated damages; otherwise said check or the amount thereof, shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Borough, and the receipt by the Borough of the Successful Respondent's Performance Bond.

The undersigned Respondent hereby understands and agrees that the Successful Respondent's Performance Bond shall be submitted to the Borough upon the issuance of a Notice to Proceed, which may be issued by the Borough at any time during the Term of the Contract. The undersigned Respondent hereby understands and agrees that the Borough shall retain the Successful Respondent's certified check or cashier's check submitted as proposal security until the issuance of a Notice to Proceed by the Borough, and the receipt by the Borough of the Successful Respondent's Performance Bond.

[NAME OF RESPONDENT]

By:

**Attach Cashier's Check Payable to the
Borough of New Milford**

Print Name:

Title:

APPENDIX A-4

FORM OF PROPOSAL BOND

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A
CERTIFIED CHECK OR CASHIER'S CHECK.)**

KNOW ALL MEN BY THESE PRESENTS, that, [NAME OF RESPONDENT], as Principal (hereinafter, the “Principal”) and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of _____, as Surety (hereinafter, the “Surety”), are held and firmly bound unto **THE BOROUGH OF NEW MILFORD**, as Obligee (hereinafter, the “Obligee”), in the sum of _____ **THOUSAND (\$ __,000) DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit to the Obligee a Proposal for compliance with the terms and conditions of the Request for Proposals, dated _____, **2024** and the Contract, which Proposal is made a part hereof.

NOW THEREFORE, the Surety hereby understands that if the said Proposal is accepted and the Contract be awarded to the Respondent, said Principal will execute the Contract and give the Performance Bond with Surety acceptable to the Obligee for the faithful performance of Obligee’s obligations under the Contract, as set forth in the RFP and in accordance with the terms and conditions of the Contract, or if the Principal shall fail to enter such agreement, then the Principal shall be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that it will pay to the Obligee the penal amount of this Proposal Bond as liquidated damages; otherwise said Bond shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the Obligee, and the receipt by the Obligee of the Successful Respondent’s Performance Bond.

It is agreed that this Proposal Bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the Obligee, and the receipt by the Obligee of the executed Contract from the Successful Respondent.

SIGNED AND SEALED this ____ day of _____ 202_.

In the presence of:

_____(Seal)
PRINCIPAL

WITNESS TITLE

_____(Seal)
SURETY

WITNESS TITLE

APPENDIX A-5

BOROUGH OF NEW MILFORD

OWNERSHIP DISCLOSURE STATEMENT

This Statement Shall Be Included with Bid Submission

Name of Respondent'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 BOROUGH OF NEW MILFORD

NON-COLLUSION AFFIDAVIT

State of _____

ss:

County of _____

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 Respondent making this Proposal, and that I executed the said Proposal with full authority so to do; that said Respondent 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 Proposals, dated _____, 2024, issued by the Borough of New Milford (the "Borough"); and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough will rely upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract.

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

Signature

Print name of affiant under Signature

Subscribed and sworn to
before me this _____ day of 2024

Notary public of

My Commission expires _____

APPENDIX A-7

THE BOROUGH OF NEW MILFORD

CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to Borough of New Milford (“Borough”), or its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated _____, 2024, with respect to the Contract, including financial and law enforcement information relating to the Respondent. The Respondent 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 Respondent. The Respondent further agrees that the Borough or its authorized representatives are authorized to inspect all premises and relevant records of the Respondent in order to verify information contained in the Proposal.

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

Name of Respondent* _____

Respondent's Address: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

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

APPENDIX A-8

THE BOROUGH OF NEW MILFORD

STATEMENT OF RESPONDENT 'S QUALIFICATIONS

(This form must be completed and submitted with 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 Respondent's experience in providing Services and/or performing services similar to those set forth in this RFP is _____. Describe in detail experience of Respondent 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: Respondents, or principals thereof, must have a minimum of five (5) years of experience providing these Services.
6. List of comparable work completed by Respondent 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 RFP, within the past ten (10) years.

8. List present comparable contracts presently underway.
9. List equipment available for the Contract 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 RFP: names, education, experience and years of service with the Respondent of these employees.
10. Credit line (substantiate submittal).
11. Respondent 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 Respondent shall also submit any other information that the Respondent 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. Respondent 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 Respondent, including owners and principals, that could materially affect its ability to perform under the Contract as provided in this RFP. 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 Contract. (If none, so state).
14. List the names and contact information for Respondent's banks or other financial institutions.
15. Respondent 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 Contract.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Borough 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 Respondent)

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 BOROUGH OF NEW MILFORD

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

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

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

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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

APPENDIX A-10

THE BOROUGH OF NEW MILFORD 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 Respondent 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 contractor and the Borough of New Milford (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. *SI21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor 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 contract, 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 contract 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 contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on _____ the

Division’s website at

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder’s bid non-responsive.** If the Borough finds a person or entity to be in violation of law, the Borough 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 Borough 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 contracts 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 Authority at its option may declare any contract(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

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 Borough 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 Borough to notify the Borough, 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 Borough, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.

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"/>	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.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	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.

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			
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 Borough 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 Borough to notify to the Borough, 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 Borough, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.			
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 Borough 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 Borough to notify the Borough, 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 Borough, permitting the Borough 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 BOROUGH OF NEW MILFORD

PROPOSAL CHECKLIST

REQUEST FOR PROPOSALS FOR INSTALLATION AND OPERATION OF
ELECTRIC VEHICLE CHARGING STATIONS
WITHIN THE BOROUGH OF NEW MILFORD, NEW JERSEY

Dated _____, 2024

PROPOSAL CHECK-LIST

The following is a check-list of all items that each **Respondent shall submit with its Proposal** in order for its Proposal to be considered by the Borough in accordance with the provisions of the RFP. Capitalized terms not defined in this check-list shall be as defined in the RFP. Respondents shall submit a copy of this Proposal Checklist with their Proposals.

(1) The following documents shall be considered mandatory items that shall be submitted as part of the 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 RFP:

	CHECK
Appendix A-1	Cost Proposal/Contract Quotation Sheet _____
Appendix A-2	Respondent Information/Cover Letter _____
Appendix A-3	Agreement for Proposal Security in Lieu of Proposal Bond..... _____
Appendix A-4**	Proposal Bond _____
Appendix A-5	Ownership Disclosure Statement _____
Appendix A-8	Statement of Respondent’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 _____

**Provide Appendix A-3 or A-4, as applicable (Proposal Bond, Cashier’s Check or Certified Check (*RFP Section 4.2*))

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

CHECK

- (a) Appendix A-6 Cost Proposal/Contract Quotation Sheet _____
- Appendix A-7 Respondent Information/Cover Letter _____
- Appendix A-10 Agreement for Proposal Security in Lieu of Proposal Bond..... _____
- Appendix A-11 Proposal Bond _____
- Appendix A-15 Ownership Disclosure Statement _____

- (b) Business Registration Certificate (prior to contract award) _____