

**Borough of Bradley Beach  
Monmouth County  
New Jersey**

**REQUEST FOR PROPOSALS**

**INSTALLATION OF ELECTRIC VEHICLE  
INFRASTRUCTURE AND SERVICES PROVIDER  
WITHIN THE BOROUGH OF BRADLEY  
BEACH, NEW JERSEY**

**Advertisement Date:**  
March 7, 2023

**Proposal Submission Date:**  
May 23, 2023, at 10:00 AM  
701 Main Street Bradley Beach NJ, 07720

## **NOTICE TO BIDDERS**

The Borough of Bradley Beach, New Jersey shall receive sealed bids at the Office of the Borough Council Meeting Room, 701 Main Street, Bradley Beach, NJ 07720 until **10:00 A.M.** prevailing time, **Thursday, May 23, 2023** and then publicly opened, and read aloud in the Council Meeting Room for the following:

### **INSTALLATION OF ELECTRIC VEHICLE INFRASTRUCTURE AND SERVICES PROVIDER WITHIN THE BOROUGH OF BRADLEY BEACH**

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Bids and specifications and related materials may be obtained from Borough Clerk's Office 701 Main Street Bradley Beach, NJ 07720. The specifications are available online at : [www.bradleybeachnj.gov](http://www.bradleybeachnj.gov) "Bids"

Bids must be submitted on the standard Proposal Form provided by the Borough of Bradley Beach in the manner designated therein and must be enclosed in a sealed envelope bearing the title of the bid, name, and address of the bidder on the outside; addressed to Borough Clerk, and delivered to the above address at the date and time set at the place herein. The Borough of Bradley Beach is not responsible for any hand delivered or the third party delivered bids which do not arrive at the proper time or location. Any such bid will be returned unopened to the vendor.

All documents contained in this package must be returned to the Borough of Bradley Beach in their original form. No substitutions, alterations, or modifications of any of the bid documents are permitted.

Bidders must comply with regulations of the "New Jersey Local Public Contract Law", Affirmative Action regulations P.L. 1975, c127. (N.J.A.C. 17.27), the New Jersey Prevailing Wage Act 12:60-1 et seq. P.L.1963, chapter 150 (N.J.S.A.34:11-56-1 et. seq. and N.J.S.A.34:11-56.25 et. seq.) and the New Jersey Contractor Business Registration Act N.J.S.A.52:32-44(P.L.2004, c57)

Prior to awarding a contract, the Borough of Bradley Beach will investigate apparent low bidders for any delinquent taxes or other Municipal charges including but not limited to sewer charges, demolition liens, etc. owed to any Borough of Bradley Beach property by said proposed vendor or its principals.

Any such delinquent taxes or other Municipal charges would disqualify such bidders from bidding on or being awarded a Borough contract.

The Borough of Bradley Beach reserves the right to consider bids for sixty (60) days after receipt thereof, and further reserves the right to reject any and all bids, waive informalities, and make such awards or take action as may be in the best interest of the Borough of Bradley Beach.

Bidder must not submit bid with qualifying conditions or provisions

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## **1. BACKGROUND**

The Borough of Bradley Beach (“Borough”) is seeking responses from firms who are qualified (each, a “Respondent”) to (i) design, furnish, and install up to four (4) publicly accessible Level II electric vehicle (EV) or plug-in hybrid electric vehicle (PHEV) charging stations on Borough-owned property, (ii) attract one or more EV/PHEV car-sharing operators that will provide and maintain EVs/PHEVs in the Borough (“EV Operator”) and (iii) implement a full-scale EV program for the Borough, all through a turnkey solution in accordance with the terms, conditions, and specifications as described herein (the “Project”). This Project is anticipated to accommodate the growing use of EVs and car-sharing and put the Borough at the forefront of this trend. The Borough’s intent is to benefit from Respondents that can leverage the private sector’s innovation, broad experience and capital access in close partnership with the Borough. 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 deployment 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.

All applicants must comply with the requirements set forth in the within RFP.

## **2. GENERAL REQUIREMENTS**

### **2.1 Objective**

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 “Company”) will be responsible for installing the infrastructure to enable the use of EVs in and around the Borough. The Company would also be responsible for securing one or more EV Operators to provide and maintain the EV car share service. The Borough and the Company would cooperate to locate and designate parking spaces in public areas and/or garages in the Borough for use by customers of the EV Operators as well as public EV owners. The Borough’s goals include:

- Reducing traffic congestion and parking demand
- Reducing greenhouse gas emission
- Reduce vehicle miles traveled in accordance with the Mayors National Climate Action Agenda
- Provide Borough residents, employees and visitors with an affordable transportation option and encourage shared mobility options
- Encourage use of EVs and plug-in hybrid vehicles in the Borough

At the end of the Procurement Process, the Borough intends to enter into one or more agreements (“Transaction Documents”) with a partner to implement the Project. The bidding process, vendor selection, contract negotiations and execution and implementation of the Transaction Documents will be conducted by the Borough in accordance with applicable law. Respondents

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.

This proposal shall provide for a phased expansion of the car share program, if the Borough and Company jointly agree to do so. The locations shall be collaboratively chosen by the Borough and the Company to provide car share service in additional areas.

At program launch, EV stations shall be installed at locations to be named after award.

## **2.2 Eligible Respondents**

This is a competitive process open to any qualified entity or consortium with past experience developing and installing EV infrastructure and engaging EV car sharing Operators for at least one (1) municipality. A single entity must be named as the lead Respondent in a consortium. Respondents not eligible include those that have no prior experience developing and installing EV infrastructure and working with EV/PHEV car sharing programs or have had a Borough contract terminated for default, are currently debarred, and/or have been issued a final determination by a Borough, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

## **2.3 Anticipated Term of Contract**

Upon completion of the Procurement Process, the Borough intends to select the winning Company and enter into Transaction Documents with that Company. The term of the Transaction Documents is anticipated to be 15 years, with three automatic renewals for a period of five years each. If the Borough terminates the Transaction Documents before the end of the initial 15-year term, the Borough shall reimburse the Company for its unrecovered expenses incurred in the installation of the EV infrastructure and its operating costs that are incurred before the premature termination, each increased by 1%, to the extent the Company has not already recovered such costs and expenses, all pursuant to the terms of the Transaction Documents (the "Company Investment"). The Borough expects all stations to be installed and operational by December 1, 2022

Respondents must be able to proceed with the Project upon execution of the Transaction Documents and satisfy the Borough's targeted completion date.

## **2.4 Borough's Procurement Process**

This solicitation is being initiated pursuant to the "competitive contracting process" as set forth under the N.J. Local Public Contracts Law (See N.J.S.A. 40A:11-4.1, *et seq.*), and has previously been authorized by Resolution of the Bradley Beach Mayor and Council.

## **2.5 Conditions Precedent**

The Transaction Documents will be subject to the following general conditions precedent to closing:

All costs incurred by respondents to this RFP shall be borne solely by the Respondents. Only those Respondents that supply complete information and comply with all requirements set forth in this RFP will be considered. No incomplete proposals will be considered.

By submitting a proposal, a Respondent agrees that it will not make any claims for or have any right to damages because of any misinterpretation or lack of information relating to this RFP.

All materials, proposals and contents submitted during the review process will become the property of the Borough and will become public information after the contract has been awarded. The Borough reserves the right to supplement, amend or otherwise modify this RFP through issuance of addenda to all prospective respondents who have received a copy of this RFP, and who have provided their contact information to the Borough.

All questions shall be directed to Borough Administrator/QPA via email at [khumphrey@bradleybeachnj.gov](mailto:khumphrey@bradleybeachnj.gov) by 5:00 PM prevailing time on Tuesday, August 16, 2022. All questions will be answered by 5:00 PM prevailing time on Friday, August 19, 2022.

The successful Respondent shall be required to submit a copy of its N.J. Business Registration Certificate (see Sample 1 attached) and its Certificate of Employee Information Report (see Sample 2 attached) prior to contract execution.

#### **2.5.1 Due Diligence**

The Company and the Borough shall have completed their business, financial, legal, regulatory and similar due diligence to each of their satisfaction by the time the Company and the Borough execute the Transaction Documents but in no event, later than the expiration of a period of four (4) months from the Borough's issuance date of this RFP, and the Company shall have discovered no facts or conditions which constitute, or could reasonably be expected to result in, a material adverse change in the properties, assets, liabilities, operations, condition (financial or otherwise) or results of operations of the Borough.

#### **2.5.2 Company Approvals**

The governing body of the Company shall have approved the Company's execution, delivery and performance of the Transaction Documents.

#### **2.5.3 Regulatory Transaction Approval**

As applicable, any regulatory approval of the Proposed Transactions shall be obtained.

#### **2.5.4 Public Hearing**

Any public hearings shall be noticed and conducted and any ordinances involving the subject matter related to the Project shall be passed, as applicable, pursuant to Borough Code and State Statutes.

#### **2.5.5 Third-Party Consents**

All material, non-governmental third-party consents and any other approvals necessary or advisable to consummate the Transaction Documents shall have been obtained.

#### **2.5.6 No Prohibition**

Neither the Borough nor the Company shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the Transaction Documents.

#### **2.5.7 Closing Documents**

Customary legal opinions, closing instruments, certificates and other documentation shall have been executed and delivered.

#### **2.5.8 Insurance**

The successful Company will be required to purchase and to maintain during the life of the contract liability insurance policies which name the Borough of Bradley Beach and each of its employees, officers, vendors and agents as an additional insured, and shall be required to provide evidence of insurance to the Borough. The successful Company must provide comprehensive general liability insurance coverage in an amount not less than two million dollars (\$2,000,000.00) per claim, with aggregate excess (umbrella) coverage in an amount not less than two million dollars (\$2,000,000.00). The successful Company must also provide insurance coverage for property damage in an amount not less than one hundred thousand (\$100,000.00) dollars, with a waiver of subrogation against the Borough. The above amounts may not be modified without approval of the Borough's insurance carrier. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the Borough (directed to the attention of the Bradley Beach Administrator and Borough Clerk) before cancellation or non-renewal. The Borough shall be permitted to terminate the contract in any instance where the Company has failed to provide satisfactory replacement coverage during said thirty (30) day period. The successful Company shall provide a copy of its insurance policy(ies) to the Borough on or before March 1<sup>st</sup> of each year of the concession. The Company must provide automobile coverage, subject to a deductible for damage to be paid by the driver, for all members as part of the hourly or daily rates for using the EVs.

The Company must provide a letter of intent from an insurance company or companies indicating that the insurer is highly confident that when full application is made by the Company, it will furnish the appropriate insurance, issued by an insurance company or companies that carry an A.M. Best Company's rating of "A" or equivalent rating, and are authorized to transact business in the State of New Jersey, as applicable.

Notwithstanding the availability of the insurance coverage(s) listed above, the successful Company shall also agree to indemnify and hold harmless the Borough, its officials, employees and agents, and the Borough's insurance carrier(s) and broker(s), harmless from and against any and all injuries sustained by any members of the public relating to the operation of this concession.

### **3. SCOPE OF SERVICES**

#### **3.1 Overview**

The Borough envisions the Project as the first step in a scalable EV program. The Company must have a plan to educate, in collaboration with the Borough, each of the key stakeholder groups – the State, the local electric utility, current and prospective EV drivers, station hosts, EV car sharing companies, and station providers -- about how the system will work and how EV drivers will

interact with it. This Project is expected to play a significant role in shaping the region's long-term vision for EV market development and driving the availability of future resources. This infrastructure will support the initial fleet of EV/PHEVs as they become available to the general public and will expand with the increased acceptance and use of EVs.

The Borough is looking for a turn-key program. The Company must understand and provide the equipment, and the plan for deployment and marketing, including landowner relationships, and demonstrate the vision for a full-scale EV infrastructure in the Borough. The Borough sees this initial deployment of stations as an opportunity to act as a catalyst for further market and government investment in charging infrastructure and EVs. The Company will be responsible for:



- developing (with the Borough team) the strategy for locating charging infrastructure locations to maximize utilization
- working with the Company's project partners and Borough's team to meet their infrastructure needs
- purchasing and installing charging stations and associated infrastructure supporting the Project
- determining whether incentives to consumers may support daily use of EVs
- developing and implementing the business model, including the back-end functionality
- providing warranty and service for the vehicles, charging stations, and infrastructure for the term of the Transaction Documents

### **3.2 Parking Spot Designation**

The Borough will provide to the Company exclusive rights to use at least 4 parking spaces available for designation as on-street car sharing pods. The Borough will designate such exclusive parking spots as tow-away zones and will ensure it has the authority, and will exercise such authority, to tow violators. The Borough anticipates a phased-in installation, which may, at the Company's request, include a small, short pilot program before full installation of the first phase. The Company will propose sites for the parking spaces, subject to the required approvals as described in this RFP. It is anticipated that 90% of spots will be open for the Company and EV Operator's use; 10% of spots will be open for public charging use. The Borough will also provide the Company the right of first refusal to license or lease the designated parking spaces upon termination of the Transaction Documents.

During the term of the Transaction Documents, under no circumstances will the Borough allow another entity to add parking spaces for EVs in the Borough, add additional EV infrastructure or stations, or use the EV parking spaces or EV facilities installed by the Company under the Transaction Documents, unless the Company is offered a right of first refusal to add or use such spaces or facilities.

The process for designating parking spots will take place in phases, as mutually agreed to between the Borough and the Company. The parking spot locations will be subject to a feasibility discussion with the Mayor and The Council and an approval process (as described in Section 3.2.2 below). The Company and the Borough will also work with business owners and residents potentially impacted by the site selection (as described in Section 3.3 below).

#### **3.2.1 Site Selection**

Each Respondent will demonstrate its vision for selecting parking locations. The Borough and the Company will identify locations where EV car sharing has highest potential to be utilized based on criteria such as:

- Car ownership;
- Age of residents;
- Socioeconomic demographics;
- Preferred method of mobility;
- Population density;
- Commercial activity; and
- Saturation.

### **3.2.2 Feasibility & Approval Process**

For any organization that participates in the Project by encouraging its customers or residents to use the EV spaces, the Borough may make additional spaces available for designation as on-street EV car sharing subsequent to the pilot phase. Because reserved on-street parking spaces must be established by Ordinance of the Borough Council, all spaces will be subject to the following approval steps:

- Pass review by transportation engineering staff to ensure functional feasibility (e.g., do not locate a space on a major neighborhood commercial street) and no conflicts with other regulations (e.g., do not locate a space in a tow away zone);
- Engineering feasibility review to determine source of electric;
- Working together with Borough to determine optimal routes to ensure stations can be implemented for reasonable price in agreed upon locations

### **3.3 Community Outreach**

The Company will propose a plan and work with the Borough to educate and prepare the community for the Project, including residents, potential users of the EVs provided by the EV Operators, current owners of EVs who may use charging stations, business owners potentially affected by the Project, regulators and government officials. This may include establishing a pilot charging station for the community to visit, test and ask questions before full implementation of the Project. This community outreach would be designed to increase the likelihood of acceptance and success of the Project as well as to mitigate the risk of objections or adverse impact on any business or resident.

### **3.4 Charging Stations**

#### **3.4.1 Infrastructure**

The Company will develop infrastructure and install up to four (4) Level II charging station ports (dual chargers, total of up to 4 stations), and will be responsible for the following:

- Site survey;
- Obtaining municipal permits for EV charging station electric work;
- Obtaining dedicated electric service for EV charging station;
- Civil activities (Concrete, Asphalt, Trenching, Underground Enclosures);
- Demolition (Concrete, Asphalt);
- Electric work- full turnkey electric work, including but not limited to:
  - Running electrical conduit;
  - Circuitry between electrical destination set-up and Level II chargers;
- Compliance with National Electrical Code and FCC regulations for safety and operation requirements;
- Compliance with Americans with Disabilities Act (ADA);
- Charge connector shall be SAE J1772;
- Supply and install new distribution equipment; and

- Installation of Level II chargers.

### **3.4.2 Operation and Maintenance**

After installation, the Company will also be responsible for the day-to-day operations of the charging stations, including:

- Charging station maintenance;
- Charging station general upkeep;
- Charging station improvements, at discretion of Company, subject to Borough approval;
- Insurance of the charging station and related equipment; and
- Charging stations
  - Back office – software, analytics;
  - Trouble-shooting and communication with charging station manufacturer.

### **3.4.3 Borough Responsibilities**

If the location on which the charging station is Borough-owned property, the Borough must:

- Repair sidewalks, pavements, and other site related activity repair necessary;
- Provide signage and pavement markings;
- Prohibit parking by non-EVs in designated EV parking spots and enforce towing of violators;
- Prepare drawings identifying the proposed location of each charging station depicting the specific placement of the station in compliance with existing setbacks and easements and all applicable laws, such as but not limited to, local zoning requirements, historic district requirements, and the Americans with Disabilities Act;
- Provide onsite surveys for each location; and
- Assist with obtaining relevant permits.

## **3.5 Web-Based and Mobile App-Based Membership and Tracking**

The Borough recognizes that customers for any service expect access to the latest technology and conveniences to allow ease and flexibility. The Borough requires each Company to be able to provide users with a high-tech, easy and user-friendly way to use the charging stations and vehicles. The Company will make available to EV owners, third-party mobile or web-based applications sponsored by the EV Operators or others, enabling EV owners to use a smartphone or other web-based device. Car sharing customers may connect using a web-based application. The Project application and related software must:

- Be fully networked to allow for the management of charging operations including access, pricing, power distribution, and charging notifications;
- Be capable of accepting and processing payments of all major credit cards and bank issued ATM cards through a secure system;
- Provide station location and real-time availability to users on the web through designated sites;

- Have measurement and data capture of real-time statistics, including GPS vehicle tracking, and fuel or charge level information; and
- Provide for available 24/7 customer support for drivers.

The Company must implement and maintain a call service available to receive any questions or complaints concerning the Project.

### **3.6 Revenue Response**

The Company is responsible for funding the Project through whatever means it determines, which may include loans, grants and/or other sources. Unless the Borough terminates the Transaction Documents with the Company before the end of the initial term, the Borough will have no out-of-pocket obligation with respect to the Project. Upon an early termination, the Borough will refund to the Company, the Company Investment to the extent the Company has not recovered such costs on or before the early termination date.

During the term of the Transaction Documents, the Company anticipates initiating a profit-sharing program with the Borough. Such program would be implemented after the Company has recovered the Company Investment and has achieved positive operating cash flow for 12 consecutive months. The profit-sharing program would provide that in each year after the Company satisfies those two threshold requirements, at least 5% of the Company's annual profits (if any) would be distributed to the Borough.

### **3.7 Regulatory Considerations**

Any stations and associated infrastructure developed by the Company will comply with the appropriate state and local government laws, rules, regulations and policies. The Company (potentially through the Company's landowner partners) will also be responsible for applying for and obtaining applicable certifications, licenses, and permits necessary for the installation and operation of the stations and associated infrastructure.

The Borough and its public-sector partners are committed to their role in supporting the initial deployment of charging infrastructure and will work with the Company to resolve any regulatory hurdles that may arise.

### **3.8 Training and Marketing**

The Borough will require the Company to provide training and education necessary to ensure that vehicles and charging equipment are installed, maintained, and operated in a safe and proper manner; develop a marketing, branding and outreach strategy; and create public awareness to educate the community about the Project and its accompanying benefits. The Borough and the Company will have the following obligations:

#### **3.9.1 For signage:**

- The Company will install and maintain Borough-approved signage at designated parking spaces
- Borough will permit the installation of one (1) 69''x 41'' sign for every 4 designated EV parking spots
- The Company will have the right to ad space on EV charging stations, and may otherwise use advertisements on or inside vehicles, at locations, on the Borough's or other websites, and mobile applications
- Company may add Wi-Fi at its charging locations to the benefit of the Borough

#### **3.9.2 For markings:**

- The Company will install and maintain, at Borough's expense, Borough-approved stenciled markings to help further depict designated parking spaces for exclusive EV and/or car share use
- 

### **3.9 Data and Reporting Requirements**

The Company will own data about EV usage but may educate the Borough and stakeholders about EV driver habits and may provide information to guide in the deployment of future EV infrastructure. The Company will have no reporting requirements to the Borough, except for those mutually agreed upon by both parties.

#### **4. EVALUATION AND SELECTION PROCESS**

The Borough is soliciting Responses through the following process:

##### **4.1 Contact Person Information**

Respondents must submit all questions and comments related to the RFP via e-mail prior to the bid opening. Please direct any questions to the following appropriate liaison and write “EV Infrastructure Project” in the subject line: Kimberly Humphrey, Borough Administrator at [khumphrey@bradleybeachnj.gov](mailto:khumphrey@bradleybeachnj.gov)

##### **4.2 Response Deadline and Submittal Procedures**

All interested Vendors shall submit one (1) original and four (4) copies of their proposal to Borough of Bradley Beach, Borough Clerk, 701 Main Street, Bradley Beach NJ 07720, **no later than 10:00 AM (EST), Thursday, May 23, 2023**. Please include a copy of the proposal on digital media (flash drive); this will not be returned. Proposals shall be opened, read aloud and recorded at that time. No proposals shall be considered if received after that time.

It is the Respondent’s responsibility to ensure that delivery of the proposal is made to the Borough Clerk, and not merely to the Borough’s Municipal Building, in a timely manner. All applicants assume the risks associated with regular mail or other delivery modes. The Borough of Bradley Beach is not responsible for any proposals lost, wrongly addressed, misdirected or otherwise undeliverable.

All proposals shall be submitted in a sealed envelope and shall bear the words “Proposal for Installation of Electric Vehicle Infrastructure and Services Provider” written conspicuously on the front exterior of the envelope. The Proposals shall also be submitted in a digital format (flash drive) and this media will not be returned. No proposals by fax or email shall be accepted.

##### **4.3 Timeline**

The following is the anticipated timeline for the process:

| <i><b>Event</b></i>                    | <i><b>Anticipated Deadline</b></i> |
|--|------------------------------------|
| <b>RFP Released</b>                    | <b>March 7, 2023</b>               |
| <b>Questions due</b>                   | <b>August 16, 2022</b>             |
| <b>Addendum issued</b>                 | <b>TBD – August 19, 2022</b>       |
| <b>Responses due</b>                   | <b>May 23, 2023</b>                |
| <b>Award within 60 days of receipt</b> |                                    |

##### **4.4 Coordination of Borough Departments**

The Borough understands the role that Borough’s various departments will play in the successful development and deployment of a successful EV infrastructure program. In order to support the selected partner, the Borough has identified key Borough departments that may play a role in the infrastructure installations. These key departments are the Department of

Public Works and the Department of Community Development.

## **5. REQUIREMENTS FOR RESPONSES**

**5.1 Minimum Qualifications for Responses** - Each Response must be based upon and incorporate the information provided in this RFP and contain the following information:

**5.1.1 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 2 pages.**

**5.1.2 Executive Summary** – The Executive Summary must provide an overview of the Response. **The Executive Summary should not exceed 1 page.**

**5.1.3 Narrative** – In this section the Respondent must provide the following information:

- A narrative describing the project, keeping in mind the project principles and the Scope of Services provided in this RFP, with particular attention to Section 3.
- Jobs created/retained or any other public benefit derived from the project.
- Name of representative authorized to act on the Respondent's behalf.
- A statement of commitment to adhere to the provisions of all applicable federal, state, local laws, ordinances and regulations prohibiting discrimination or segregation by reason of race, religion, color, gender, physical or mental handicap or disability, national origin or ancestry, sexual orientation, military status, parental status, or source of income, including, such laws, ordinances, and regulations with regard to the sale lease or occupancy of the parcels.
- A project schedule including key activities such as:
  - Station locations identified (final approval of location by Mayor and Council);
  - Arrangements with site hosts established;
  - Permitting, licensing, and certifications complete;
  - Station equipment procured;
  - Station equipment delivered to site;
  - Infrastructure development complete;
  - Training/education complete;
  - Stations operational;
  - Scheduled station maintenance;
  - Marketing/outreach activities;
  - Data collection and submission;

- Quarterly reporting; and
- Project close out report.

**5.1.4 Business Model** – Please submit one proposed business model for the Project for the Borough, including initial and future deployment plans.

**5.1.5 Illustration and Maps** – A list and map of proposed station locations must be submitted. Maps should indicate:

- Station charging technology;
  - Proposed location of stations and entity hosting the station;
  - Proposed location of stations with integrated renewable energy systems; and
  - Other information necessary to readily illustrate the Response.
- An endnote section should also define the methodology for station location selection. Illustrations or pictures of station equipment and components must be submitted.
- The Mayor and Council will collaborate to pick locations of the units

**5.1.6 Statement of Qualifications** – Submit, preferably, at least three (3) references from previous or current projects and describe qualifications and ability to perform the project. Identify principal members of the Respondent’s team, including partners, and indicate their past experience in design and implementation of similar projects, including biographies. Also include any examples of charging infrastructure in operation on a Borough-wide level. **This section should not exceed 4 pages.**

**5.1.7 Attachments** – Each Response must include the following as attachments:

- Commitment letters from identified project partners indicating their amount of financial or other support to the project, including a statement that they intend to keep the stations operational for a minimum of three years;
- Current Certificate of Insurance;
- Most recent audit report or a pre-approved equivalent;
- Respondents may submit any letters of support; and
- Charging station specifications.

All proposals shall consist of the following documents in order to be considered complete:

1. Completed Checklist Submission Form (Form 1).
2. Completed Proposal Offer Form (Form 2).
3. Completed Reference Form (Form 3).
4. Completed and Notarized Non-Collusion Affidavit (Form 4).
5. Completed Stockholder Statement of Ownership (Form 5).
6. Completed State of New Jersey Debarred List Affidavit (Form 6).
7. Acknowledgment of Receipt of Addenda (Form 7).
8. Completed Disclosure of Investment Activities in Iran form (Form 8).
9. Completed Certification of Ethics Complaint Disclosure (Form 9).



10. Mandatory Equal Employment Opportunity Language (Form 10).

11. Required Evidence Affirmative Action Regulations (Form 11).
12. Americans with Disabilities Act of 1990 (Form 12).
13. Certification of Compliance w/Borough of Bradley Beach Pay-to-Play Ordinance (Form 13).
14. Statement on letterhead that there are no current existing ethics charges pending against the respondent.
15. NJ Business Registration Certificate  
(<http://www.state.nj.us/treasury/revenue/busregcert.shtml>)
16. State on company letterhead that there are no pending ethics charges against the respondent

## **6. RESPONSE EVALUATION CRITERIA**

### **6.1 Overview of Selection Process**

The Borough Administrator (or Qualified Purchasing Agent) shall evaluate all proposals only in accordance with the methodology described in this RFP and will evaluate and rate all Responses based upon the criteria outlined below. After the proposal responses have been evaluated, the Borough Administrator (or QPA) shall prepare a report evaluating and recommending the award of a contract or contracts. The report shall list the names of all potential vendors who submitted a proposal and shall summarize the proposals of each Respondent. The report shall rank Respondents in order of evaluation, shall recommend the selection of a Company or Companies, as appropriate, for a contract, shall be clear in the reasons why the Respondent or Respondents have been selected among others considered, and shall detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract. The report shall be made available to the public at least 48 hours prior to the awarding of the contract, or when made available to the governing body, whichever is sooner. The governing body shall have the right to reject all proposals for any of the reasons set forth in section 21 of P.L.1999, c.440 (C.40A:11-13.2).

### **6.2 Selection Criteria**

The Responses will be evaluated on each Respondent's ability to provide service as defined in this 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 Responses:

| <b>Item</b>                     | <b>Maximum Points</b> | <b>Comments</b>  |
|---------------------------------|-----------------------|--|
| A. Qualifications/Experience    | 10                    | Should demonstrate relevant experience with EV infrastructure and car-sharing programs |
| B. Technical Criteria           |                       |  |
| 1. Planning                     | 6                     | Ability to provide quality concept plan  |
| 2. Maintenance                  | 5                     | Plan for maintaining charging stations/EVs   |
| 3. Fleet Redistribution         | 5                     | Ensuring adequate number of EVs at stations  |
| 4. Computer System & Operations | 5                     | Functionality of charging station interface & main computer                            |
| 5. Vehicles                     | 4                     | Quality and type of EVs provided   |
| 6. Promotion/Marketing          | 4                     | Ability to promote system to public  |
| 7. Customer Service             | 3                     | Quality of customer service/staffing   |

|                                     |            |  |
|-------------------------------------|------------|--|
| 8. Website & Mobile Apps            | 4          | Functionality for Borough and public users   |
| 9. Legal                            | 3          | Indemnification, insurance, etc.   |
|                                     |            |  |
| <b>C. Management Criteria (50)</b>  |            |  |
| 1. Financial Capability/Sponsorship | 20         | Ability to secure project financing  |
| 2. Levels of Investment/System      | 15         | Ability to financially sustain system  |
| 5. System Expandability             | 3          | Ability of the system to expand within the Municipalities and into additional jurisdictions. Should provide a plan for future expansion based on demographic analysis, trip generators, existing public transit, and demographic |
| 6. Profit to Borough                | 3          | Percentage of profit to be shared with the Municipalities  |
| <b>D. Implementation Schedule</b>   | 10         | Provide implementation plan and ability to expedite schedule   |
| <b>Total</b>                        | <b>100</b> |  |

### 6.3 Selection

Selection of qualified Respondents will not be final until the Borough and a Company have fully negotiated and executed a contract. The Borough assumes no liability for costs incurred in responding to this RFP or for costs incurred by any Respondent in anticipation of a fully executed contract.

Following the initial evaluation of proposals, the top-ranked Respondent(s) may be invited to participate in an oral interview. The individual(s) from the Respondent or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. In addition to conducting an oral interview, the Borough of Bradley Beach may during this stage of the evaluation process also contact and evaluate the Respondent's references (Form 3), contact any vendor to clarify any response or request revised or additional information, contact any current users of a Respondent's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process. The Borough will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

| <b>QUALIFICATION</b> | <b>STANDARD</b>  |
|----------------------|--|
| Overall Performance  | Would you hire this Vendor again? Did they exceed your expectations?   |
| Job Knowledge        | Did the Vendor exhibit an exceptional understanding of the project and contracting procedure?  |
|                      | Did the Vendor's staff provide exceptional and consistent technical, maintenance and operational support for the life of the contract? |

|           |   |
|-----------|---|
|           | Was the Vendor responsive to Owner needs? Did the Project Manager anticipate problems? Were problems resolved quickly and effectively?  |
|           | Were the Project Manager and staff knowledgeable and demonstrated experience in addressing questions and resolving technical issues?  |
| Timetable | Was the program launched within the specified time? Were interim deadlines met in a timely manner?  |
|           | Did the Vendor quickly provide support documentation resulting in minimal impacts to the implementation schedule?   |
|           | Were unforeseen problems resolved quickly with little impact to scope and/or cost of the project?   |
| Budget    | Was the original Scope of Work completed within the project budget?   |
| Service   | Was the Project Manager the main contact during the implementation and was s/he always available? Did the individual assigned as project manager remain the same throughout the duration of implementation? |
|           | Were the Project Manager and staff quick to respond to questions, comments, concerns, etc. whether by telephone, e-mail, text messaging, etc.?  |
|           | Are you aware of any unresolved complaints by car share members or EV station users?  |

Upon completion of reference checks and interviews (if deemed necessary), the Respondents will again be ranked based on the evaluation criteria set forth above.

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

The selected Respondent shall execute an Agreement for Services with the Borough of Bradley Beach describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided in Appendix A, which may be modified by the Borough of Bradley Beach. All Respondents are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. The terms of the agreement, including insurance requirements have been mandated by the Borough and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Respondent includes with its proposal, in writing, any conditions or exceptions requested by the Respondent to the proposed Agreement.

All Respondents will be notified of the selection when the Borough Council selects the vendor.

## **7. BOROUGH'S RIGHTS AND OPTIONS**

### **7.1 Termination of RFP Process or Amendment of the RFP**

The Borough reserves the right to terminate this RFP process or amend the RFP, in its sole authority, at any time during the RFP Process as per the NJ Local Public Contracts Law.

### **7.2 Rejection of Response**

The Borough reserves the right to reject any or all cost Response to the RFP in whole or in part and to waive such informalities as may be permitted by law, and which is in the best interest of the taxpayers of the Borough.

## **8. RESPONDENT'S RIGHTS AND OBLIGATIONS**

### **8.1 Respondent's Responsibility**

It is the responsibility of each Respondent before submitting a Response to:

- Examine thoroughly the Response document;
- Consider applicable laws that may affect cost, progress, performance, or furnishing of the Response and underlying work;
- Study and carefully correlate Respondent's knowledge and observations with the Response document and other related data; and
- Promptly notify the Borough of all conflicts, errors, ambiguities, or discrepancies which a Respondent has discovered in or between the Response document and such other related documents.

### **8.2 Compliance with Laws, Statutes, Ordinances and Executive Orders**

The Company shall, at its sole cost and expense, comply with all duly promulgated and applicable federal and State laws, rules, ordinances, and orders affecting the conduct of the Project.

### **8.3 Withdrawal from RFP Process**

Any Respondent may withdraw from the RFP Evaluation and Selection Process by providing written notice to the Borough, at Respondent's sole cost and expense.

## **9. CONFIDENTIAL INFORMATION**

The Borough is obligated to abide by all public information laws. If a Respondent believes that a specific section of its Response is confidential, **the Respondent shall isolate the pages marked "confidential" in a specific and clearly labeled section of its Response.** The Respondent shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Borough will review the material and make a determination.

**Borough of Bradley Beach  
REQUEST FOR PROPOSALS  
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PROVIDER**

**DOCUMENT CHECKLIST (FORM 1)**

| <b>Submission Requirement</b>   | <b>Initial each required entry and submit the item</b> |
|---|--|
| Completed Document Checklist (Form 1)   |  |
| Completed Proposal Offer Form (Form 2)  |  |
| Completed Reference Form (Form 3)   |  |
| Completed and Notarized Non-Collusion Affidavit (Form 4)                                  |  |
| Completed Stockholder Statement of Ownership (Form 5)                                     |  |
| Completed State of New Jersey Debarred List Affidavit (Form 6)                            |  |
| Acknowledgment of Receipt of Addenda (Form 7)   |  |
| Completed Disclosure of Investment Activities in Iran (Form 8)                            |  |
| Completed Certification of Ethics Complaint Disclosure (Form 9)                           |  |
| Mandatory Equal Employment Opportunity Language (Form 10)                                 |  |
| Required Evidence Affirmative Action Regulations (Form 11)                                |  |
| Americans with Disabilities Act of 1990 (Form 12)   |  |
| Certification of Compliance with Borough of Bradley Beach Pay to Play Ordinance (Form 13) |  |
| State of New Jersey Business Registration Certificate (Sample 1)                          |  |
| Certificate of Employee Information Report (Sample 2)                                     |  |
| Statement on company letterhead of no pending ethic charges                               |  |

**Borough of Bradley Beach  
REQUEST FOR PROPOSALS  
INSTALLATION OF ELECTRIC VEHICLE INFRASTRUCTURE AND SERVICES  
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**PROPOSAL OFFER FORM (FORM 2)**

Name of Vendor:

Address:

Telephone No.:

E-Mail Address:

Website Address:

<http://www.joingreenspot.com/>

**[Note: Vendors may attach additional sheets or documentation to this Proposal Offer Form in order to provide supplemental information or materials for consideration by the Borough, where necessary.]**

**I. Pricing:**

| ITEM | DESCRIPTION   | UNIT | QTY. | UNIT COST | EXTENDED COST |
|------|---|------|------|-----------|---------------|
| 1    | Dual Level II EV Charger – Install and maintain on locations provided by Borough<br><i>One Time Payment per Station</i> | EA   | 4    | \$        | \$            |
|      | TOTAL QUOTE AMOUNT:   |      |      |           | \$            |

**Rental prices to be charged to the public for the use of the public EV car share system  
(In words and numbers):**

**II. Prior experience and qualifications of the Vendor in providing the same or similar services, either in Bradley Beach or elsewhere:**

**III. Description of the safety measures that will be utilized by the Vendor in connection with its operation of this concession, including the storage of all related equipment.**



**so as to minimize the risk of any injuries to the public. The Vendor shall include a detailed hurricane preparedness/evacuation plan (which shall, among other things, identify the location and proof of ownership and/or other form of site control of proposed hurricane storage facility(ies)).**

- IV. **Description of all equipment to be provided and utilized for the concession, including the number, style, and features of the proposed EV charging stations and electric car share vehicles. Vendor MUST attach color pictures, depictions or other renderings of all equipment/items to be rented to the public.**

V. **Additional Information:**

Please provide the following additional information:

1. Ownership (list parent company and/or Vendor subsidiaries and affiliates; if sole prop. or partnership, list name and home address of sole prop. or general partners):

Federal Tax Number: NJ Tax Number: \_\_\_\_\_

2. Total Company employees at current:
3. Total number of employees to be utilized in connection with the within concession:
4. How long has the Vendor been in business?
5. For additional information or questions, the Borough should

contact:

Name:

Title:

Telephone (Day):

Email:

The Vendor hereby certifies to the truth of all information contained in the within Proposal (as may be supplemented with attachments). The Vendor is aware that the Vendor is subject to disqualification for any misrepresentations made in this Proposal.

\_\_\_\_\_  
Signature of Vendor's authorized representative

Chief Operating Officer  
Title

\_\_\_\_\_  
Date

**Borough of Bradley Beach  
REQUEST FOR PROPOSALS  
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**REFERENCE FORM (FORM 3)**

Contractor Name (Please Print):

The Vendor shall list references with needs similar to the Borough of Bradley Beach for whom the Vendor has provided comparable services. Please include name, address, telephone number, and year(s) of service(s) provided, contact person, and type of work your performed for that entity.

1. Company Name/Municipality:

2. Contact Person:

3. Phone

Type of Work:

Date(s) of Service:

4. Company Name/Municipality:

5. Address:

Contact Person:

Phone:

Type of Work:

Date(s) of Service:

6. Company Name/Municipality:

7. Address

Phone:

Type of Work:

Date(s) of Service:

**Borough of Bradley Beach**

**REQUEST FOR PROPOSALS  
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**NON-COLLUSION AFFIDAVIT (FORM 4)**

STATE OF NEW JERSEY    )

SS:

COUNTY OF MONMOUTH)

I, \_\_\_\_\_, of the \_\_\_\_\_, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of \_\_\_\_\_, the Vendor submitting the Proposal for the installation of EV infrastructure and the operation of a public car share system, for use in the Borough of Bradley Beach, and I have executed the Proposal with full authority to do so. Further, the Vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Bradley Beach rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Name of Firm or Individual  
(Print Name)

Chief Operating Officer  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_.

**Borough of Bradley Beach  
REQUEST FOR PROPOSALS  
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**STOCKHOLDER STATEMENT OF OWNERSHIP (FORM 5)**

I certify that the list below contains the names and home addresses of all persons holding ten (10) percent or more of the issued and outstanding stock or partnership interest in the undersigned (partnership) (corporation), as well as the names and home addresses of all persons who own an interest in any entity which owns ten (10) percent or more of said partnership or corporation.

Name of Corporation or Partnership

\_\_\_\_\_  
Witness and Corporate Seal

By: Name/Title (Print)

\_\_\_\_\_  
Signature

Shareholders or Partners:

Name:

Address:

**Borough of Bradley Beach  
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**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT (FORM 6)**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

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

I am \_\_\_\_\_, an officer of the firm of \_\_\_\_\_ Vendor making the Proposal for the above-named Project, and I hereby certify that I have executed the said Proposal with full authority to do so; that said Vendor at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Borough of Bradley Beach relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to, and/or during the life of the contract, including the Guarantee period, the Borough of Bradley Beach shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Vendor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws and regulations.

Name and Address of Vendor

\_\_\_\_\_, **Chief Operating Officer**

Name and Title of Affiant

Subscribed and sworn before me on  
this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_.

**Borough of Bradley Beach**

**REQUEST FOR PROPOSALS  
INSTALLATION OF ELECTRIC VEHICLE INFRASTRUCTURE AND SERVICES  
PROVIDER**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (FORM 7)**

The undersigned Vendor hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u><br>(initial) |
|------------------------|--------------|---|
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |
| _____                  | _____        | _____                                   |

**If no addenda were received, initial here: \_\_\_\_\_**

Acknowledged for:  
(Name of Vendor)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: Chief Operating Officer

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

**Borough of Bradley Beach**  
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**PROVIDER**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (FORM 8)**

**PART 1: CERTIFICATION**

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

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55, et seq.), any person or entity (Vendor) that submits a bid or a 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 (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), 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 State of New Jersey, Department of Treasury, Division of Purchase and Property website at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

**Vendors must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's proposal non-responsive.** If the contracting unit determines that a Vendor submits a false certification, the contracting unit shall report the name of the Vendor to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

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**PLEASE CHECK THE APPROPRIATE BOX**

☐ I certify, pursuant to Public Law 2012 c.25, that neither the Vendor listed above nor any of the Vendor's parents, subsidiaries, or affiliates is listed on the New Jersey 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.

☐ I am unable to certify as indicated above because the Vendor and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury'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 proposed 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 Vendor/entity, or one of its parents, subsidiaries and/or affiliates, engaging in investment activities as described in N.J.S.A. 52:32-56(f) by completing the boxes below.

Name: \_\_\_\_\_

Relationship to Vendor: \_\_\_\_\_

Description of Activities:

Duration of Engagement: \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Vendor's Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_

☐ **ADDITIONAL ACTIVITIES/CONTINUATION SHEETS** (Check this box if you are including additional activities.): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of attachments: \_\_\_\_\_

### **PART 3: 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 below-referenced person or entity. I acknowledge that the Borough of Bradley Beach (the "Borough"), in the County of Monmouth and State of New Jersey, 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 the contract to notify the Borough, in writing, of any changes to the answers or 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 Borough and that the Borough, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

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

Title:

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

Vendor's Name, Phone Number and/or Contact Information: \_\_\_\_\_

**Borough of Bradley Beach  
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**CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM (FORM 9)**

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of \_\_\_\_\_ (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

I hereby certify that the foregoing statements made by me are true.

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

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

Name: \_\_\_\_\_

Title

Address:

**Borough of Bradley Beach**  
**REQUEST FOR PROPOSALS**  
**INSTALLATION OF ELECTRIC VEHICLE INFRASTRUCTURE AND SERVICES PROVIDER**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (FORM 10)**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the Contractor agrees as follows:

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

The Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, 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.

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

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

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

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

practices.

The Contractor 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.

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

The Contractor shall submit to the public consultant, 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 Contractor through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The Contractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & 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.**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name & Address of Company:

Dated: \_\_

**Borough of Bradley Beach  
REQUEST FOR PROPOSALS  
INSTALLATION OF ELECTRIC VEHICLE INFRASTRUCTURE AND SERVICES  
PROVIDER**

**REQUIRED EVIDENCE (FORM 11)  
AFFIRMATIVE ACTION REGULATIONS  
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service firms will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the Contractor shall present one of the following:

1. A letter from the U. S. Department of Labor that the Contractor has an existing federally approved or sanctioned Affirmative Action Program.  
OR
2. A Certificate of Employee Information Report Approval.  
OR
3. If you do not have either of the above, check below:

\_\_\_\_\_ Please send our company an Affirmative Action form for our completion  
(A.A. 302-Affirmative Action Employee Information Report).

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The following questions must be answered by all firms:

1. Do you have a federally approved or sanctioned Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Do you have a State Certificate of Employee Information Report Approval?  
Yes \_\_\_\_\_ No \_\_\_\_\_

You shall submit a photostatic copy of such certificate.

The undersigned Contractor certifies that it is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The Contractor must be rejected as non-responsible if the Contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for firms having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

BY: \_\_\_\_\_

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**Borough of Bradley Beach  
REQUEST FOR PROPOSALS  
INSTALLATION OF ELECTRIC VEHICLE INFRASTRUCTURE AND SERVICES  
PROVIDER**

**AMERICANS WITH DISABILITIES ACT OF 1990 (FORM 12)  
Equal Opportunity for Individuals with Disability**

The Contractor and the Borough of Bradley Beach (hereinafter the "Borough") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, 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 Borough in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the Borough, 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 Borough's grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough, or if the Borough 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 Borough 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 Borough or any of its agents, servants and employees, the Borough shall expeditiously forward or have forwarded to the Borough every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough 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 Borough pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, 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 consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:

VENDOR:

\_\_\_\_\_  
BY:

\_\_\_\_\_

DATED: \_\_\_\_\_

**Borough of Bradley Beach  
REQUEST FOR PROPOSALS  
INSTALLATION OF ELECTRIC VEHICLE INFRASTRUCTURE AND SERVICES  
PROVIDER**

**CERTIFICATION OF COMPLIANCE (FORM 13)  
WITH BOROUGH OF BRADLEY BEACH PAY TO PLAY  
ORDINANCE**

I understand that the Borough of Bradley Beach (the "Borough") Code requires that, prior to awarding any contract or agreement to procure services, with any professional service provider, the Borough or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Section 2-76 of the Bradley Beach Borough Code.

I have reviewed a full copy of Section 2-76 of the Bradley Beach Borough Code (either online or in person).

I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Section 2-76 of the Bradley Beach Borough Code.

WITNESS:

VENDOR:

\_\_\_\_\_  
BY:


\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public



Sample 1

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS |  | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N.J. 08646-0252 |
|---|--|---|
| TAXPAYER NAME:<br><b>TAX REGISTRATION TEST ACCOUNT</b>  | TRADE NAME:<br><b>CLIENT REGISTRATION</b>  |   |
| TAXPAYER IDENTIFICATION#:<br><b>970-097-382/500</b>   | SEQUENCE NUMBER:<br><b>0107330</b>   |   |
| ADDRESS:<br><b>847 ROEBLING AVE<br/>TRENTON NJ 08611</b>  | ISSUANCE DATE:<br><b>07/14/04</b>  |   |
| EFFECTIVE DATE:<br><b>01/01/01</b>  |  |   |
| FORM-BRC(08-01)   | Acting Director  |   |

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                       |
|--|---------------------------------------|
| Taxpayer Name:   | TAX REG TEST ACCOUNT                  |
| Trade Name:  |                                       |
| Address:   | 847 ROEBLING AVE<br>TRENTON, NJ 08611 |
| Certificate Number:                                      | 1093907                               |
| Date of Issuance:  | October 14, 2004                      |
| For Office Use Only:                                     |                                       |
| 20041014112823533  |                                       |

Sample 2