



RFP

Installation, Maintenance and Operation of Electric Vehicle Charging Station

RFP Due Date: June 18, 2024 @ 9:30 a.m.

43 Schooley's Mountain Road
Long Valley, NJ 07853
Phone: (908) 876-3315 ext. 1221
Fax: (908) 876-5138
Website: www.wtmorris.org

**Section I -
General Requirements**

1.1. Introduction

The Township of Washington is soliciting 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 Township in identifying ideal site locations for the EVSE installations.

The Township wishes to install one (1) 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 Community Center Building (35 East Springtown Road), Washington Township, New Jersey 07853. Successful bidder will also be granted rights to install additional EVSE to future sites under the same terms and conditions of the technical specifications.

1.2. Administrative Conditions and Requirements

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 Township of Washington, hereinafter referred to as the "Township", 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 Township, will become part of any contract awarded as a result of the RFP.

This RFP does not commit the Township 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 Township, 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 Township and are for the sole and exclusive benefit of the Township. Any response, including written documents and verbal communication by any vendor to this RFP, will become the property of the Township.

It shall be the vendor's responsibility to review and verify the completeness of its proposal. The Township 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 Township, regarding their submission. The presentation, if required, shall address only those matters specified by the Township. The presentation shall not be used for negotiation of a contract contrary to law.

Township 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 Township employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

***To schedule a Pre-bid Site Meeting, please contact Business Administrator Charlie Daniel at 908-876-3315 ext. 1221 or by email at administration@wtmorris.net.**

1.3. Proposal Submission Information

Submission Date and Time: **June 18, 2024 at 9:30 a.m.**

One (1) Original **signed in ink** and two (2) copies.

Note: Three (3) ring binders or elaborate binding is unnecessary.

1.4.1. Submission Office:

Township of Washington
Municipal Building
Kathleen Holzer
Qualified Purchasing Agent
43 Schooley's Mountain Road
Long Valley, New Jersey 07853

1.4.2. Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be **signed in ink** and marked to distinguish it from the **two (2) copies**. **Faxed or emailed proposals will not be accepted.**

1.4.3. Only those RFP responses received prior to or on the submission date and time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual or represents the principal or principals involved in the proposal. RFP responses shall remain binding for a period of sixty (60) calendar days from the stated submitted date.

1.4. Township Representative for this Solicitation

Please direct all questions in writing to:

Kathleen Holzer, QPA
Purchasing Agent
Phone: 908-876-3315 ext. 1233
Fax: 908-876-5138
Email: administrator@wtmorris.org

1.5. Interpretations and Addenda (Respondents Responsibilities)

1.6.1. The respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the Township. The respondent accepts the obligation to become familiar with these specifications.

1.6.2. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondents should be promptly reported in writing to the Qualified Purchasing Agent. Any prospective respondent who wishes to challenge a bid specification shall file such challenges **in writing** with the contracting agent **no less than**

three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered **void** and have **no** impact on the contracting unit or the award of a contract pursuant to N.F.S.A. 40A:11-13. In the event the respondent fails to notify the owner of such ambiguities, errors or omissions, the respondent shall be bound by the requirements of the specifications and the respondent's submitted bid.

- 1.6.3.** No oral interpretation or clarification of the meaning of the specifications for any goods and services will be made to any respondent. Such request shall be in writing, addressed to the Qualified Purchasing Agent. In order to be given consideration, written requests for interpretation must be received at least three (3) business days **prior** to the date fixed for the opening of the bids for goods and services.
- 1.6.4.** All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the respondent in the bid by completing the Acknowledgement of Receipt of Addenda form. The Township's interpretations or corrections thereof shall be final.
- 1.6.5.** Pursuant to N.F.S.A. 40A:11-23(c)(1) when issuing addenda, the Township shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package.

1.6.6. Quantities of Estimate

Whenever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The Township reserves the right to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the Township to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

1.7 Cost Liability and Additional Costs

The Township assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the Township shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the Township as noted in 2.6, are not to be billed and will not be paid.

1.8. Insurance and Indemnification

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the respondent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$100,000.

2. General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of the contract by the respondent.

3. Automobile Liability Insurance

This insurance covering respondent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the respondent.

B. Certificates of the Required Insurance

The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited in C below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Township as an additional insured.

C. Indemnification

The contractor shall indemnify and hold harmless the Township of Washington, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the Township, including attorney's fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the respondent, the respondent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement. The Township of Washington shall be named "Additionally Insured" on the contractor's insurance policy.

Section II - Statutory and Other Requirements

The following are mandatory requirements of this bid and contract.

a.1. Mandatory Affirmative Action Certification (See, Exhibit A)

No firm may be issued a contract unless it complies with the affirmative action provisions of N.F.S.A. 10:5-31 et seq. and N.T.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as **Exhibit A** in this specification.

1. Goods, Professional Services and General Service Contracts

Each contractor shall submit to the Township, **after notification of award but prior to execution** of a goods and services contract, one of the following three documents:

- I. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.
- II. A Certificate of Employee Information Report, issued in accordance with N.I.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- III. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Township. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

a.2. New Jersey Anti-Discrimination (See, Exhibit B)

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.T.S.A. 10:2-1 as included in **Exhibit B** of this document.

a.3. Americans with Disabilities Act of 1990 (See, Exhibit C)

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with the requirements related to the Americans with Disabilities Act as provided in this specification as **Exhibit C**. The contractor is obligated to comply with the Act and to hold the Township harmless for any violations committed under the contract.

a.4. Statement of Ownership (See, Exhibit D)

N.I.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, Respondents shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more if its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Non-for-profit entities should fill in their name, check the non-for-profit box, and certify the form. No other information is necessary.

a.5. Proof of Business Registration

Pursuant to N.I.S.A. 52:32-44, the Township of Washington 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 Township 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 Township prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

1. The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. The contractor shall maintain and submit to the Township a list of subcontractors and their addresses that may be updated from time to time.
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.I.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.shtm.

Before final payment is made under the contract, the contractor shall submit to the Township a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.I.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.

a.6. Disclosure of Investment Activities (See Exhibit E)

N.I.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.T.S.A. 40A:11-2.1 the Township is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

a.7. Non-Collusion Affidavit (See Exhibit F)

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

a.8. American Goods and Products to be used where Possible

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

a.9. Vendor Maintenance of Documentation

Pursuant to N.J.A.C. 17:44-2.2 the Vendor shall maintain all documentations 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.

a.10. 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.

a.11. Assign, Sublet or Transfer Any Rights/Interests

Neither the Township 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 Township and the Contractor.

a.12. 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.

a.13. 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.

a.14. Subcontractors

The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Township is an additional insured on insurance required from subcontractors.

a.15. 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 Township may then, at its option, accept the proposal of another respondent.

a.16. Time of Completion

It is hereby understood and mutually agreed, by and between the respondent and the Township, that the date on which the work shall be complete as specified in the RFP is an essential condition of this contract. It is further mutually understood and agreed that the work and contract time embraced in this Contract shall commence on the date specified and that the resulting contract shall be completed in sequence and time frames identified by the Township.

The respondent agrees that said services shall be processed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the respondent and the Township, that the time of completion of the services described herein is a reasonable time for the completion of it.

a.17. Force Majeur

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Township of Washington by notice to each party.

Section III - Technical Specifications

The Township wishes to install one (1) 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 Community Center (35 East Springtown Road), Washington Township, New Jersey 07853. Successful bidder will also be granted rights to install additional EVSE to future sites under the same terms and conditions of the technical specifications.

3.1. Scope of Project

- Provide attractive and well-maintained EVSE.
- Cover all costs associated with installation, maintenance, 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.
- Provide a revenue sharing program for the Township to receive a percentage (%) of the net revenues generated by the EVSE.
- Identify best siting locations within the various Township properties listed above, reasoning behind the location selection and accompanying notes.
- Provide proper EV parking signage and reconfiguration of any parking stalls for EV parking.
- Market the project as well as provide product advertisement.
- Offer options for EVSE when the agreement expires (i.e., charging unit removal, transfer of ownership, contract renewal options).
- The Township of Washington shall provide the required parking spaces to accommodate the EVSE within the parking facilities at no cost to the vendor.
- Comply with all permits, ADA and parking requirements.

3.2. Vendor Background & Work Experience

- 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:
 - o Name of the organization that contracted with you for EVSE sites.
 - o Name of the contact person and phone number.
 - o Number of EVSE provided.
 - o Time period that the EVSE were installed.
 - o Reporting sales & usage (sample reports).
- A list of vendor's five (5) most recent projects with a short description of the scope of work.
- 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.
- 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.

- o 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)).
- o Include the number of EVSE installations completed to date by the vendor's electrical contractor and/or the contractor's electricians.
- o Demonstrate and understanding of the Township's processes, required permits, permit costs, licenses and applicable state and local codes specific to EVSE and procedures for this type of project.

3.3. Scope of Work

- A written and pictorial description of the proposed EVSE design including:
 - o Comprehensive specifications (make, manufacturer and model numbers of equipment).
 - o Delivery and proposed installation schedule.
 - o 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.
- Metering configurations identifying how the vendor will provide the electricity to the EVSE and consumer at no cost to the Township.
 - o Process and schedule for reimbursement to the Township 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.
 - o Quality control/safety features.
 - o 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 cover any removal costs.
- The contractor /installer shall be responsible for completing and submitting all required permit paperwork prior to starting work.

3.4. Operation and Maintenance

The selected vendor shall be responsible to provide all necessary materials, equipment, parts, tools labor and incidentals necessary to market, operate, maintain, and repair the installed facilities for a period of five (5) years from the date that the stations become fully operational. The terms shall be automatically renewed for two (2) additional five (5) year renewal terms. Specific requirements during this period include:

- Once EV charging stations become operational, the selected vendor shall register the stations with applicable websites to inform potential users of availability.
- EVSE must be GFIC protected.
- The selected vendor shall coordinate with the Township on signage, brochures, internet and social media advertising, media releases, etc. necessary for the successful promotion of the installed facilities.
- Outside advertising may be permitted on the EV charging stations upon Township approval. Business would have to be located in Washington Township and the Township would share in the revenue.
- Maintain and upgrade, as necessary, the EV charging station software.
- Provide a registration and billing service for users.
- Provide necessary access cards or website/mobile application.
- Provide a customer support hotline to resolve any user issues, complaints, and inquiries.
- Maintain the chargers, ancillary equipment, signage and facility infrastructure (wiring, concrete, asphalt, protection, communications, etc.).
- If the equipment requires maintenance or replacement due to vandalism or by accident, the Township will not be responsible for its repair or replacement. Selected vendor would have the option to replace, repair or remove the EVSE.
- Provide all necessary routine maintenance, component replacement, and any software and network upgrades.
- Maintenance shall be provided by local service providers who have the capabilities and capacity to provide any necessary troubleshooting, repairs, maintenance and upgrades.
- The vendor shall provide a wireless communication system capable of monitoring and reporting of any error or malfunction of the installed EV charging stations 24 hours a day, 7 days of week.
- Upon notification of an error or malfunction, immediately notify the Director of Public Works within one (1) hour. Mr. Read can be reached at 908-876-3382 ext. 1514.
- A maintenance crew shall respond to any error or malfunction within four (4) hours of notification by either the system or the Town.
- No error, malfunction, repair, upgrade or maintenance activity shall cause an individual EV station to be inoperable for longer than seventy-two (72) hours.
- Provide all necessary networking services required for communications, billing, data reporting, error and malfunction reporting.
- Snow removal around and within the station shall be the responsibility of the Township.
- The selected vendor shall make availability all usage data and reports within the capabilities of the installed software. Data must be provided in written reports on a monthly basis and/or through a secured internet interface. Reports and data to be provided for each facility shall include:
 - o Date and time of usage of individual stations.
 - o Total monthly usage of Total kWh and Total kW consumed/provided.
 - o Total dollar amounts charged to users
 - o Station status
 - o All malfunctions and errors
- Provide any necessary operational training to Township staff.

3.5. Contract Term

The effective period of this contract shall be for five (5) years. The terms shall be automatically renewed for two (2) additional five (5) year renewal terms. Upon expiration of the second renewal term, unless terminated earlier, the agreement shall continue on a month-to-month basis.

3.6. Use of Sub Contractors and Other Subordinate Entities

The Township will entertain proposals that include the use of subcontractors. In such event, the bid proposal must clearly state the extent and nature of the work proposed to be delegated to the subcontractor or other entity. The same information required by this bid to be provided by the bidder shall also be provided for each proposed subcontractor or subordinate entity.

3.7. Time of Completion

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

3.8. Cost Proposal

Responding vendors shall provide the following:

- Service charge to the occupant.
- Revenue Sharing proposal.

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information may be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

1. Number of years in business under present name & address:

If less than 5 years, list previous names and address:

2. Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them:_____. If yes, provide the details in on a separate page.
3. Have any liens and lawsuits been filed against the company in the past 5 years:

If yes, please provide details:

4. List similar services you are now providing for which you have signed contract, but not yet started work:

5. Please provide at least 3 references below:

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ Phone: _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Section IV - Evaluation, Review and Selection Process

4.1. Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submitted date. The Township will either award the Contract within the applicable time period or reject all proposals.

The Township may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any Respondents who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed.

4.2. Rejection of Proposals

The Township reserves the right to reject any or all proposals, or to reject any proposal, if the evidence submitted by, or investigation of such respondent fails to satisfy the Township that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The Township reserves the right to waive any minor informality in the RFP.

4.3. Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

This will be based on the quality of the content of the RFP and the respondent's ability to communicate a thorough understanding of the required tasks and the approach to meet the scope of work outlined in the RFP. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

4.3.1. Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions will be grounds for disqualification of proposals.

4.3.2. Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

4.3.3. Management, Experience and Personnel Qualifications

Expertise of the vendor shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal. The subcontractors' qualifications must also be detailed in the Qualification Statement of the proposal.

4.3.4. Ability to Complete the Project/Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated. The ability of the respondent to complete the project in a competent and expeditious manner based on the workload of the firm, availability of qualified staff, and equipment.

4.3.5 Cost

Total overall costs to complete the project, the cost of maintenance, and a schedule of additional fees for continuing services will be considered. Costs are explained.

**TOWNSHIP OF
WASHINGTON RFP
DOCUMENT CHECKLIST**

The following is a checklist of items which shall be submitted with the proposal.

- | | Initial each
required entry and
submit |
|--|---|
| 1. Acknowledgment of Receipt of Addenda | _____ |
| 2. Required Evidence Affirmative Action Regulations* | _____ |
| 3. Mandatory Equal Employment Opportunity Language (Exhibit A) | _____ |
| 4. New Jersey Anti-Discrimination(Exhibit B) | _____ |
| 5. Americans with Disabilities Act of 1990 (Exhibit C) | _____ |
| 6. Statement of Ownership Disclosure (Exhibit D) | _____ |
| 7. Disclosure of Investment Activities in Iran (Exhibit E) | _____ |
| 8. Non-Collusion Affidavit (Exhibit F) | _____ |
| 9. New Jersey Business Registration Certificates*
(Contractor and Sub-Contractors must be registered at time of contract award) | _____ |
| 10. Experience & Qualifications Questionnaire | _____ |
| 11. References | _____ |
| 12. Work Experience, certifications and licenses as per the Technical Specs | _____ |

*** Statutorily allowed to be provided with bid OR prior to execution of contract.**

Company Name: _____

Full Name (Print): _____

Signature: _____

Title: _____

Contact Phone Number: _____

Contact Email: _____

TOWNSHIP OF WASHINGTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

This form must be submitted whether or not addenda were issued. If no addenda were issued, check the "No Addenda were received box" and complete the signature section.

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

Addendum Number/Description	<u>Dated</u>	Acknowledge Receipt
		(initial)

No addenda were received:

Acknowledged for: _____
(Name of Respondent)

Acknowledged for: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, the vendor shall be required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the vendor should present one of the following to the Purchasing Agent:

1. Goods, Professional Services and General Service Contracts

Each contractor shall submit to the Township, **after notification of award but prior to execution** of a goods and services contract, one of the following three documents:

- a. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.
- b. A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- c. The successful respondent shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Township. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

No firm may be issued a contract unless it complies with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

The following questions must be answered by all Respondents:

- a. Do you have federally-approved or sanctioned Affirmative Action Program? Yes ___ No ___
If yes, please submit a copy of such approval.
- b. Do you have a Certificate of Employee Information Report Approval? Yes ___ No ___
If yes, please submit a copy of such certificate.

The undersigned Vendor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C127 and agrees to furnish the required documentation pursuant to the law.

Company_____

Signature_____

Title:_____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. {P.L. 1975, c.127) and N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, 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 Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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 which engages in direct or indirect discriminatory practices.

Exhibit A Continued:

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.

In conforming with the applicable 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, 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 agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purpose 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 N.J.A.C. 17:27-1.1 et seq.

Business Name:

Business Owner Name (print):

Business Owner Signature:

Date:

EXHIBIT B
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A.10:2-1 ET SEQ.

Pursuant to NJSA 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract or any subcontract hereunder, or for the procurement, manufacturer, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacturer, assembling or furnish of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Business Name:

Business Owner Name (print):

Business Owner Signature:

Date:

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this 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.

Business Name (Print):

Representative's Name (Print): Representative's Title:

Representative's Signature:

Phone:

Date:

EXHIBIT D

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33 as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

PART I - Please indicate the type of business organization:

- _____ Sole Proprietorship (skip Parts II & III, execute certification in Part IV)
- _____ Non-Profit Corporation (skip Parts II & III, execute certification in Part IV)
- _____ For-Profit Corporation (any type)
- _____ Limited Liability Company (LLC) Partnership
- _____ Limited Partnership
- _____ Limited Liability Partnership (LLP)
- _____ Other (be specific): _____

PART II

_____ The list below contains the names and address of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

_____ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

PART III - Disclosure of 10% or greater ownership in the stockholders, partners or LLC members listed Part II

If a respondent has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10% or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10% ownership criteria pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for individuals) or Business Address

Part IV - Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the respondent/proposer; that the Township of Washington is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Washington to notify the Township of Washington 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, permitting the **Township of Washington** to declare any contract(s) resulting from this certification void and unenforceable.

Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____

NOTARY

Subscribed and sworn before me this

____ day of ____ 20

Affiant

Notary Public

Print Name/Title

EXHIBIT E

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to the 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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he 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 person or entity.

I certify, pursuant to Public Law 2012, c.25 that the person or entity listed for which I am authorized to bid/renew:

Respondent/Offeror:

- Is not providing goods or services of \$20,000,000 or more in the energy section of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy section of Iran; **OR**
- Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy section in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. 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, 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 information below.

Name: _____ Relationship to Bidder/Offeror: _____

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 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 Township to notify the Township 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 Township of Washington, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print): _____ Signature: _____

Title: _____ Date: _____

EXHIBIT F

NON COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of Municipality)

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

I am _____ of the firm of _____
(title or position) (name of firm)
_____ the bidder making this Proposal for the bid proposal

entitled _____, and that I executed the said proposal with full
(title of bid proposal)
authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above
named project; and that all statements contained in said proposal and in this affidavit are true and correct, and
made with full knowledge that the _____
(name of contracting unit)

relies upon the truth of the statements contained in said proposal and in the statements contained in this
affidavit in awarding the contract for the said project.

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 established commercial or selling agencies maintained by

Subscribed and sworn to
before me this day

_____, 20____ (Type or print name of affiant under signature)

Notary Public of

My Commission expires _____, 20____

WASHINGTON TOWNSHIP

Proposal Form

Mailing

From:

Washington Township
Attention: Purchasing Agent
43 Schooley's Mountain Road
Long Valley, NJ 07853

Bidder:

The undersigned hereby certifies that he/she has read and understands the specifications entitled:

**INSTALLATION, MAINTENANCE AND OPERATION OF ELECTRIC VEHICLE
CHARGING STATIONS AT VARIOUS TOWNSHIP OWNED PROPERTIES**

We affirm that the content of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification of our proposal.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the Specifications.

Facility	Service Charge to Occupant	Revenue Sharing Program
All Locations		

WASHINGTON TOWNSHIP
Proposal Form

Business Name: _____

Authorized Representative's Name (print): _____

Authorized Representative's Signature: _____

Authorized Representative's Telephone Number: _____

Authorized Representative's Email Address: _____