

**NEW JERSEY PARKING COOP
NEW BRUNSWICK PARKING AUTHORITY
LEAD AGENCY**

INVITATION FOR BIDS

**CONTRACT NO. NJPC-CCM-2020.01 & 2020.02
PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED
SINGLE AND DOUBLE SPACE PARKING METERS SYSTEM HARDWARE AND
SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM**

N.J.S.A. 40A:11-10 and 11 and N.J.S.A. 18A:18A-11 permit counties, municipalities, school districts and authorities to provide for the provision and performance of goods and services by joining together for the creation of purchasing systems. *N.J.S.A. 40A:11-11* furnishes the statutory authorization for cooperative pricing.

“Cooperative Pricing” is a purchasing system in which a Lead Agency advertises for bids; awards a master contract to the vendor providing for its own needs and for the prices to be extended to registered members; and notifies the members of the contract awarded. The registered members then contract directly with the vendor for their own needs, subject to the specifications in the master contract.

Pursuant to the New Jersey Public Contracts Law, the New Brunswick Parking Authority as the Lead Agency for the New Jersey Parking Coop(NJPC or NJPC)is requesting sealed bids for the *Cooperative Purchase and installation of Coin and Credit Card Enabled Single and Double Space Parking Meters System Hardware and Software, and Optional Vehicle Detection System for the members of the New Jersey Parking Coop*, found in Contract No. NJPC-CCM-2020.01 & 2020.02.

Separate contracts or purchase orders shall be executed between each NPJC Member, as a participating government agency and the successful Vendor. The Lead Agency provides the members of the Cooperative Pricing System the availability of prices for specified items based upon its having carried out the advertising and bid procedures required by the *Local Public Contracts Law*.

The Lead Agency of the NJPC shall not bear any contractual responsibility to the Vendor, except with respect to those items, which it orders for its own needs. The vendor, in submitting its bid response agrees to make its bid prices available to participating members of the NJPC via their own contract or purchase order with the vendor. The NJPC contract award is controlling with respect to goods, installation and services as per the bid specifications. Quantities in the bid are approximate and for vendor information purposes.

Bid responses shall be submitted to the NJPC C/O New Brunswick Parking Authority’s Administrative Office, 106 Somerset Street, Floor 6, New Brunswick, New Jersey 08901, 10:00 A.M., local time, Wednesday, June 16, 2020 and on this date and place shall be publicly opened and read aloud via Video Conference.

(The link to the bid opening will be on the New Brunswick Parking Authority’s website www.njnbpa.org under Public Bids)

The NJPC assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Bid Documents. Use of UPS, US Mail or other delivery services may delay delivery. Late bids, late request for modifications will not be considered. The NJPC is not responsible for bids received late and shall not accept any bids that are late if sent by US Postal Service, or delivered by commercial delivery. A Bid must be submitted in a sealed envelope, clearly marked on the outside with the name of the bid, the name of the NJPC, and the name and address of the Bidder.

The work to be performed under this contract consists of providing all skilled technicians, supervision, tools, insurance, parts and expertise to perform the purchase and installation of the Coin and Credit Card Enabled Single and Double Space Parking Meters System Hardware and Software, and Optional Vehicle Detection System on-street and off-street in New Jersey formembers of the New Jersey Parking Coop

The award of this contract shall be made to the responsible bidder that submits the lowest responsive bid meeting the specifications.

Each Bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration shall be granted for any misunderstanding of the material to be furnished or work to be done. The submission of a bid is an agreement with all of the items and conditions set forth herein.

Bid Documents are also accessible via New Brunswick Parking Authority's website www.njnbpa.org under Public Bids. All bids must be submitted on these bid documents. Addendum to this Bid will be issued to all known bid recipients, published in the local newspaper, also bid will be available via email request to JLE@njnbpa.org.

Where the Bidder is a Corporation, a partnership, or joint venture submitting a bid in response to this Advertisement, shall accompany such a bid with resolution authorizing its proper officers to submit such a bid, authorizing such officers to execute a contract in the event its bid is accepted, and a list of all stockholders holding in excess of ten percent (10%) of corporate stock. Chapter 33 N.J.S.A. 52:25-24.2

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 entitled Exhibit A, Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts.

All bidders will be required to comply with the requirements of N.J.S.A. 52:32-44 (P.L. 2004, c.57) entitled Business Registration Certificate. Vendor must provide a copy of their State Division of Revenue issued Business Registration Certificate prior to the award of a contract NJSA 52:32-44a (1) & (2).

Any Bid which does not fulfill the material requirements of the Bid Documents will be rejected. When it is in the best interest to do so, the NJPC reserves the right to select any combination of bids or to award contract in part or whole, and to waive any informalities in or to reject any and all bids.

BY ORDER OF THE NEW JERSEY PARKING COOP, NEW BRUNSWICK PARKING AUTHORITY LEAD AGENCY.

MITCHELL KARON
NBPA Executive Director
NJ Parking Coop, Director

ADDENDUM #1

**CONTRACT NO. NJPC-CCM-2020.01 & 2020.02
PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED
SINGLE AND DOUBLE SPACE PARKING METERS SYSTEM HARDWARE AND
SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM**

The Contract Document advertised on May 18, 2020 for the above captioned is amended as noted in this Addendum and shall become part of said Contract Documents as if originally included.

Bidders must acknowledge receipt of this Addendum on the attached "Acknowledgment of Addendum" and include this acknowledgment as part of the proposal. In case any bidder fails to acknowledge receipt of this Addendum, the proposal will nevertheless be construed as though the Addendum has been received and acknowledged, and the submission of the proposal will constitute acknowledgment by the bidder of the receipt of same.

PLEASE INCLUDE ADDENDUM AS PART OF THE CONTRACT DOCUMENT**

ADDENDUM #1

**CONTRACT NO. NJPC-CCM-2020.01 & 2020.02
PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED
SINGLE AND DOUBLE SPACE PARKING METERS SYSTEM HARDWARE AND
SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM**

ITEM 1:

Changes were made and replace to the Bid spec for single and dual space parking meter system, Revised are the pages that were changes and replace.

The pages that were revised:

**1 revised
8 revised
17 revised
18 revised
20 revised
23 revised
24 revised
26 revised**

The date of the bid opening has changed to:

**Tuesday June 16, 2020 at 10:00 PM
New Brunswick Parking Authority
106 Somerset Street
6th Floor
New Brunswick NJ 08901**

ADDENDUM #1

**CONTRACT NO. NJPC-CCM-2020.01 & 2020.02
PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED
SINGLE AND DOUBLE SPACE PARKING METERS SYSTEM HARDWARE AND
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ACKNOWLEDGEMENT OF ADDENDUM

ADDENDUM RECEIPT:

Receipt of the following Addendum to the Specification is acknowledged.

ADDENDUM #1

Date: _____

Name of Contractor: _____

By: (Signature): _____

Title: _____

Business Address: _____

**TECHNICAL PROVISIONS 1.00
GENERAL INFORMATION**

**CONTRACT NO. NJPC-CCM-2020.01 & 2020.02
PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED
SINGLE AND DUAL SPACE PARKING METERS SYSTEM HARDWARE AND
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**TP-1.01A Scope of Work
Single Space Meter**

- A. The Vendor shall provide Coin and Credit Card Enabled Single Space Parking Meter as well as System Software, and Optional Vehicle Detection System for onstreet and off-street parking spaces along with skilled technicians, supervision, tools, and expertise for the installation of said Parking Meter System for the members of the New Jersey Parking Coop (“NJPC” or “Coop”) FOB NJPC member municipal location(s). *The Parking Meters shall be warranted to be free of all defects for 1 Year and the cost of same shall be included in the purchase price of each unit.*
1. Coin and Credit Card Enabled Single Space Parking Meter Hardware
 2. Coin and Credit Card Enabled Single Space Parking Meter System Software
 3. Coin and Credit Card Enabled Single Space Parking Meter Sensors
 4. Installation of each Coin and Credit Card Enabled Single Space Parking Meter
 5. Installation of each Parking Meter Sensor
- B. Vendor shall also provide as part of their Bid response the per Parking Meter cost of the following services:
1. Monthly Software Maintenance Fee.
 2. Monthly Hardware Maintenance Fee, for each year for of an extended warranty for Years 2 thru 5.
 3. Credit Card Gateway Transaction Fee, per credit card transaction.
 4. Monthly Credit Card Gateway Transaction Fee, in lieu of a per credit card transaction fee
 5. Swipe Fee for Credit Card Processing, per credit card transaction
 6. Any other reoccurring Monthly or per credit card transaction fee required to operate or maintain the Coin and Credit Card Enabled Single Space Parking Meter Hardware and System Software
- C. NJPC, shall have the unilateral right to order, in writing, changes in the work within the scope of the contract in accordance with General Provisions clause “Changes”.

TP-1.01B Scope of Work
Dual Space Meter

- A. The Vendor shall provide Coin and Credit Card Enabled Dual Space Parking Meter as well as System Software, for onstreet and off-street parking spaces along with skilled technicians, supervision, tools, and expertise for the installation of said Parking Meter System for the members of the New Jersey Parking Coop (“NJPC” or “Coop”) FOB NJPC member municipal location(s). *The Parking Meters shall be warranted to be free of all defects for 1 Year and the cost of same shall be included in the purchase price of each unit.*
1. Coin and Credit Card Enabled Dual Space Parking Meter Hardware consisting of
 - Parking Meter Mechanism (Dual Space)
 - Parking Meter Upper Housing
 - Parking Meter Lower Vault
 - Parking Meter Canister(Extended Capacity)
 - Meter Head & Vault High Security Locks & Keys
 2. Coin and Credit Card Enabled Dual Space Parking Meter System Software
 3. Installation of each Coin and Credit Card Enabled Dual Space Parking Meter
- B. Vendor shall also provide as part of their Bid response the per Parking Meter cost of the following services:
1. Monthly Software Maintenance Fee.
 2. Monthly Meter Head Communications Fee
 3. Monthly Hardware Maintenance Fee, for each year for of an extended warranty for Years 2 thru 5.
 4. Credit Card Gateway Transaction Fee, per credit card transaction.
 5. Monthly Credit Card Gateway Transaction Fee, in lieu of a per credit card transaction fee
 6. Swipe Fee for Credit Card Processing, per credit card transaction
 7. Any other reoccurring Monthly or per credit card transaction fee required to operate or maintain the Coin and Credit Card Enabled Dual Space Parking Meter Hardware and System Software
- C. NJPC, shall have the unilateral right to order, in writing, changes in the work within the scope of the contract in accordance with General Provisions clause “Changes”.

TP-1.02 Basis of Award and Preparation of Bid

- A. *The contract shall be awarded to the lowest, responsive, financially responsible and experienced bidder, responding to the NJPC Bid Request for purchase, installation,*

maintenance, as well as monthly and transaction fees for Coin and Credit Card Enabled Single and Dual Space Parking Meters System Hardware and Software, and Optional Vehicle Detection System, based upon the specifications and the amounts submitted in the Vendor Bid Sheet.

- B. All line items in Bid Sheet must be completed at the time of bid submittal. In preparing its Bid, the Vendor shall not leave any blank line unfilled, including but not limited to contract unit prices. Any blank space shall render the Bid incomplete. The NJPC reserves the right to reject any incomplete bid and proceed to the next lowest, responsive, responsible bidder.
- C. In preparing its Bid, the Vendor shall not include with the Bid any stipulations or qualifications. The NJPC shall reject any such Bid and proceed to the next lowest, responsive, responsible bidder.

TP-1.03 Vendor Qualifications

- A. The Vendor must have three (3) years experience as a company working in the Coin and Credit Card Enabled Parking Meters Systems Hardware and Software, and Optional Vehicle Detection System manufacturing and/or installation business. The NJPC shall not accept the experience of individual employees or combinations of employees as company experience. The Vendor shall submit documentation demonstrating three (3) years experience, including company address, contact person, telephone number, term of contract, description and amount
- B. Vendor must demonstrate corporate financial solvency and sufficient cash flow to meet the NJPC's reasonable expectation that the company will remain in business at least five (5) years, the useful life of the equipment being sold to NJPC members, to provide the support services required by the members investment in the purchase of Vendor's proprietary Coin and Credit Card Enabled Single Space Parking Meter System with optional Vehicle Sensors.
- C. Vendor must demonstrate that they are the Owner or Licensee of the Coin and Credit Card Enabled Single and Dual Space Parking Meter System with optional Vehicle Sensors hardware and software technology that Vendor is providing in response to this Bid Request and will hold such Licenses for a period of five (5) years from the date that product is delivered to NJPC members.
- D. Vendor shall provide references for at least three (3) municipal, institutional, transportation or university installations of Coin and Credit Card Enabled Single or Dual Space Parking Meter System of up to 1,000 units each or a minimum of 10,000 units installed in the United States and Canada.
- E. The Vendor shall submit with the Bid documents a Statement of Bidder Qualifications.

TP-1.04 Completion of Work and/or Duration

The Vendor shall furnish and complete the installation of all Parking Meter hardware, software, materials and labor necessary to perform the work as specified in these documents with ninety (90) days from the day that a Purchase Order is issued by a NJPC member.

TP-1.05 Performance of Work

- A. The Vendor shall furnish all parts, materials and labor necessary to perform the work as specified in these documents.
- B. Should the performance of the work be discontinued for any reason, the Vendor shall notify the NJPC immediately of its intention to stop work and provide justification.
- C. Any services provided by Vendor outside of the scope of this document shall be considered Extra Work and shall be approved by change order only. No extra work shall be performed except at the written direction of the NJPC.

TP-1.06 Contract Administrator

- A. The NJPC member and Vendor shall assign a Contract Administrator to administer the day-to-day functions and communication between the NJPC member and the Vendor. The each party shall submit to the other the name and phone number of the respective Contract Administrator to the as well as other management personnel that may have the authority to request work and information.
- B. The Vendor in the course of its work under this contract is responsible to maintain communications and coordination with the NJPC member.
- C. All work requiring the shutdown of the system or any portion thereof must have the prior approval of the NJPC member.

TP-1.07 Training

- A. *The Vendor agrees to provide four (4) hours of training to the NJPC member personnel, for up to six (6) people, (24 hours in total) at no additional cost to the NJPC member.* This training shall be provided on-site at the NJPC member's administrative or operations offices at the discretion of the NJPC member and can be broken down into hourly increments.
- B. The NJPC member reserves the right to re-nature or specific or a combination of the ^{Revise} any such training be either general in nature or specific or a combination of the nature or specific or a combination of the ^{Revise} additional cost to the NJPC member.

TP-1.08 Communications

- A. The Vendor must provide a home/office number or an answering service that the NJPC can contact or leave a message on a 24-hour basis, seven (7) days a week, for the duration of this contract including the warranty period. A Vendor representative must respond within two (2) hours from the time a message is left.
- B. In addition the Vendor must also provide an e-mail address where work requests can be forwarded or other exchanges of information may occur. Vendor must respond within two (2) hours from the time message is left, during normal business hours.
- C. The NJPCmember reserves the right to withhold all or part of the monthly payment due to the Vendor until such communication is present or if the Vendor fails to respond to NJPCmember by the next working day.

TP-1.11 Compensation to the Vendor

- A. The Vendor shall be compensated in a Lump Sum Payment by the NJPC member in accordance with **Section P**. The lump sum payment includes all costs necessary to complete the purchase and installation of Coin and Credit Card Enabled Single and Dual Space Parking Meters System Hardware and Software, and Optional Vehicle Detection System at the NJPC member's municipal location within the state of New Jersey.
- B. The NJPCmember reserves the right to withhold not more than 50% of any payment due for work improperly performed, until such time as the work is corrected. Judgment of the work performance quality is at the discretion of the NJPC member. The NJPCmember shall notify the Vendor of any non-payment in writing.

TP-1.13 Insurance Requirements

- A. Vendor shall be responsible for indemnifying the NJPC member, and their authorized officers, directors, agents, employees, volunteers, and representatives for any and all operations authorized under this Contract and as set forth elsewhere in this Contract.
- B. Vendor shall, at its own cost and expense, take out and carry in effect through the term of this Contract (as defined elsewhere in this Contract) a policy or policies of insurance with a reputable insurance company that is financially sound and, when possible, authorized to conduct business in the State of New Jersey and upon whom process in any suit or action or other proceeding in the courts of the State of New Jersey or of the United States may be served, insuring the Vendor against all liability, subject to policy terms, condition and exclusions, for injuries to persons (including wrongful death) and damages to property caused by the Vendor's use and occupan^{cy} of premises or otherwise caused by the Vendor's activities and operations on said ^{premises} ~~premises~~ or elsewhere, the policy limits thereof to be in the minimum(s) which may be increased by the NJPC, as deemed necessary, as set forth below. Said levels of insurance are to cover claims arising in connection with this

Contract and shall not be subject to any degree of depletion as a result of claims arising in connection with other activities by the Vendor.

- C. The Vendor shall be responsible to ensure that all SubVendors independently carry the minimum insurance requirements or are covered under the Vendor's policies.
1. Commercial General Liability Insurance. The Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance.
- a. The CGL insurance and, if necessary, commercial umbrella insurance shall be a limit of not less than **One Million Dollars (\$1,000,000) with Two Million Dollars (\$2,000,000) aggregate limit** for each occurrence, which may be increased by the NJPC as deemed necessary.
 - b. The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 (or substitute form providing equivalent coverage) and shall cover, but not be limited to, liability arising from Premises, Operations, Independent Vendors and SubVendors, Products-Completed Operations, Personal Injury and Advertising Injury, and liability assumed under an insured contract, and contained separation of insureds (cross liability) condition. Explosion, Collapse, and Underground Property Damage Liability shall not be excluded.
 - c. The CGL insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the NJPC. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. If the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
 - d. The CGL insurance shall also be written to include CG 20 37 07 04 Additional Insured – NJPCs, lessees or Vendors – Completed Operations, and CG 20 10 07 04 Additional Insured – NJPCs, Lessees or Vendors – Scheduled Person or Organization.
 - e. Waiver of Subrogation. Vendor waives all rights against the NJPC member and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance obtained by the Vendor pursuant to this Contract.
 - f. Additional Insureds Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to identify the NJPC member and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the NJPC in accordance with Paragraph H. Evidence of Insurance.

- g. Cancellation, Material Changes, or Non-Renewal Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to provide the NJPC with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing , of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the NJPC in accordance with Paragraph H. Evidence of Insurance.

2. Commercial Automobile Liability Insurance

- a. The Vendor shall maintain automobile liability insurance and, if necessary, commercial umbrella liability insurance with limits, which may be increased by the NJPC, as deemed necessary, as set forth below:
 - 1) Non-Restricted Areas (Areas accessible to the General Public). A limit of not less than One Million Dollars (\$1,000,000) with Two Million Dollars (\$2,000,000) aggregate limit for each accident.
- b. Such insurance shall cover liability arising out of any auto. If the NJPC does not own automobiles, then coverage, at a minimum, shall be for non-owned and hired autos.
- c. Waiver of Subrogation. Vendor waives all rights against the NJPC member and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by the Vendor pursuant to this Contract or under any applicable auto physical damage coverage.
- d. Designated Insured Endorsement (Additional Insured). The automotive liability insurance, and, if necessary, commercial umbrella insurance shall be endorsed to identify the NJPC member and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the NJPC member in accordance with Paragraph H. Evidence of Insurance.
- e. Cancellation, Material Changes, or Non-Renewal Endorsement. The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the NJPC with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing , of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the NJPC in accordance with Paragraph H. Evidence of Insurance.

3. Worker's Compensation and Employer Liability Insurance. Vendor shall maintain workers' compensation and employer's liability insurance.

- a. Worker's Compensation. Coverage shall be at statutory limits as required by the laws of the State of New Jersey.
 - b. Employer's Liability. The commercial umbrella and/or employers liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease, which may be increased by the NJPC as deemed necessary.
 - c. Waiver of Subrogation Endorsement (WC 00 03 13). Vendor waives all rights against the NJPC member and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by the Vendor pursuant to this Contract. The Vendor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver which must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.
 - d. Cancellation, Material Changes, or Non-Renewal Endorsement. The Workers' Compensation and Employer's liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the NJPC with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing , of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the NJPC member in accordance with Paragraph H. Evidence of Insurance.
4. Inland Marine Coverage. Vendor is required to have inland marine coverage to protect and indemnify the NJPC against physical damage to property owned by the NJPC member while in care, custody and control of Vendor. Coverage should be on an all risk basis with an A rated admitted carrier in the state of New Jersey. Coverage should be extended while on NJPC's premises or any location where the Vendor would perform service or repair to NJPC member equipment and while property/equipment is in transit also.
 5. Other Insurance. Other insurance may be required during the term of this Contract, as determined by the NJPC and the Vendor shall obtain such additional insurance required by the NJPC at its own cost and expense within forty-five (45) days after receipt of written request by the NJPC.
- D. Self-Insured Retention (SIR) or Deductible. The use of a SIR or deductible is allowed. The limits of the SIR or deductible must be approved by the NJPC.
 - E. Insurance Company's Financial Rating. For those insurance companies subject to A.M. Best's ratings, they shall have an A.M. Best's rating of A- or better and a financial size category of VII or better. For those companies not subject to A.M. Best's ratings, they

shall have a nationally or internationally recognized reputation and responsibility shall be approved by the NJPC with such approval not to be unreasonably withheld.

- F. Insurance shall be written on an occurrence, not claims made basis. Professional Liability Insurance and Environmental Impairment Liability Insurance, if required in this Contract, shall be on claims-made basis.

G. Required Endorsements

- 1. Additional Insureds Endorsement. All policies except workers' compensation and professional liability, shall be endorsed to identify the NJPC member, and their authorized agents, officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the NJPC in accordance with Paragraph H. Evidence of Insurance.
- 2. Designated Insured Endorsement (Additional Insured). The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed on ISO endorsement form CA 20 48 (or substitute form providing equivalent coverage) to identify the NJPC member, and their authorized agents, officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the NJPC in accordance with Paragraph H. Evidence of Insurance.
- 3. Cancellation, Material Changes, or Non-Renewal Endorsement. All policies shall be endorsed to provide the NJPC with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice, in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the NJPC in accordance with Paragraph H. Evidence of Insurance.

H. Evidence of Insurance

- 1. Prior to the commencement of this Contract, unless otherwise specifically authorized by the NJPC in writing, and at least annually thereafter, and as soon as possible after renewal but no later than five (5) business days after said renewal, the Vendor agrees to furnish the NJPC with certificate(s) of insurance and the required endorsement(s) referenced herein, executed by a duly authorized representative of the insurer, showing compliance with the insurance requirements of this Contract.
 - a. Each certificate of insurance shall provide for thirty (30) days written notice to the NJPC prior to the cancellation, non-renewal, or material change of any referred to herein.
 - b. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or

representatives” shall be deleted from the cancellation provision of all certificates of insurance provided by the Vendor or duly authorized representative of each insurer.

- c. Certificate(s) of insurance shall indicate at a minimum; type, kind, and amount of insurance in effect, the period of the policies, the Contract Number of this Contract, and any applicable additional insured statement as referred to herein.
- d. If commercial umbrella or excess policies are obtained by the Vendor to meet the required limits of insurance, then the certificate of insurance **must** indicate the policies covered by said umbrella or excess policies.
- e. Required endorsements and certificate(s) of insurance shall be issued to:

NJPC Member upon issuance of a Purchase Order

- 2. The NJPC reserves the right to obtain relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Vendor, evidencing the coverage required herein, upon written demand. The Vendor shall provide certified copies of the required items within ten (1) business days of the NJPC’s written request for said copies. The NJPC shall deem such information confidential commercial and/or confidential financial. All policies and declaration pages shall be returned to the Vendor upon review and acceptance by the NJPC.
- I. In no event will any insurance referred to herein be cancelled by the Vendor without the prior written consent of the NJPC.
- J. The failure of the NJPC at any time or from time to time, to enforce the insurance provisions, to demand such certificate or other evidence full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Vendor to maintain such insurance or to defend and hold the NJPC harmless with respect to any items of injury or damage covered by this Contract.
- K. Failure to maintain the insurance required by this Contract shall be the basis for the immediate termination of this Contract at the NJPC’s option.
- L. No Representation of Coverage Adequacy. By requiring insurance herein, the NJPC does not represent that coverage and limits will necessarily be adequate to protect the Vendor, and such coverage and limits shall not be deemed as a limitation on the Vendor’s liability under the indemnities granted to the NJPC in this Contract.
- M. As indicated above, the Vendor may use commercial umbrella liability insurance so that the Vendor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract.

- N. The NJPC reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in the NJPC's reasonable judgment, the insurance required by this Contract is deemed inadequate to properly protect the NJPC's interest. The Vendor agrees that it will adjust such insurance requirement, and if necessary, those of its SubVendors, at its own cost and expense within forty-five (45) days after receipt of written request from the NJPC.
- O. Incidents. To the extent of the Vendor's knowledge, the Vendor shall send a written report to the NJPC within twenty-four (24) hours or as soon as possible, but no more than four (4) business days, of the Vendor's receipt of any knowledge of any accident or other event arising in any manner from the performance of the Contract which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind. A copy of the report shall be sent to:

NJPC Member, To Be Determined by Purchase Order

TECHNICAL PROVISION 2

CONTRACT NO. NJPC-CCM-2020.01 and 2020.02 PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED SINGLE AND DUAL SPACE PARKING METERS SYSTEM HARDWARE AND SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM FOR THE NEW JERSEY PARKING COOP

The NJ ParkingCoop is Soliciting Single and or Dual Space Credit & Coin Enabled Parking Meter Mechanisms that can be dropped into or installed on existing POM,Duncan and /or MacKay Meter housings,delivered in Vendor's factory new Meter Housings which includes: Upper (Mechanism) & Lower (Coin) Vaults with Coin Cannister. The only anticipated changes will be the meter mechanism and the meter top cover (meter dome). (OPTIONAL) The NJ Parking Coop is also interested in purchasing vehicle detection systems fully intergrated with meter Mechanism from 3rd partr vendor is allowed. Vehicle Detection Ssystem may be meter pole mounted, embedded in pavement/or CCTV Utility Pole Mounted. A Multi bid award of this contract will be based on the lowest responsive and responsible bids, meeting specifications.

OVERVIEW

When the on-street parking space is configured as a single and dual space meter meter, the customer parks, goes to the single and dual space meter, and inserts the payment required to purchase the desired amount of time up to the maximum time limit. The customer is not required to perform any additional steps. The single and dual space meter meters accept payment by coin, credit card, debit card and smart card. The single and dual space meter meters are wirelessly networked and connected to a web-based management system. The single and dual space meter meters will utilize solar power to provide long-lasting power and battery life.

NJPC members wants the single and dual space meter meters to operate in an independent network environment, meaning that each meter is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, the single and dual space meter meter should be capable of operating in a stand-alone mode until network environment is restored. In addition, for the purposes of security of credit card holder information, all card readers shall be integrated into the meter mechanism housing itself and not secured externally nor protrude externally to the meter housing. Additionally all meter products shall be PA-DSS compliant and all service providers shall be PCI-DSS Level 1 certified.

All vendors must have references and the proposed system must have been installed in at least three (3) additional municipal, university or transportation environments with up to 1,000 or more credit card enabled meters in each environment or a minimum of 5,000 deployed credit card enable meters in the United States and Canada.

(Optional) The vehicle sensor system, if used, must communicate directly from each sensor directly to each associated meter, and shall utilize the cellular connectivity of the meter to maximize the efficiency of localized decision making and provide the most economic costs associated with additional data use. Preference will be given to the meter companies that have their own sensor solution and do not rely upon a 3rd party vendor's product for integration.

Revised

METER MECHANISM SPECIFICATIONS

TP-2.1 GENERAL SPECIFICATIONS

Single and Dual-space parking meters shall have the following primary features.

- Single and dual space parking meters shall be capable of accepting payment via coins, tokens, credit card, debit card, and contact smart card at the meter terminal. Credit card shall include Visa, MasterCard, American Express and Discover payment capabilities at a minimum.
- Meters shall be wirelessly networked via the cellular network and connected to a web-based management system. No wireless communication hardware is to be installed on street/utility/traffic light poles other than the meter mechanism itself. No additional customer software other than an Internet browser shall be required to access the management system.
- Single and Dual space meters shall use solar panel and combination rechargeable/back-up battery pack to provide ongoing power and backup power
- Single and Dual space meters can wirelessly notify parking operations staff of any faults, such as a card reader or coin validator jam, via a text message, email, or both
- Meter mechanisms and associated top cover (dome) will retrofit to the Parking Authority's currently installed meter housing base.
- NAFTA Preference, US – Mexico- Canada for Assembly & Back office
- Vendor shall submit a list of references, demonstrating a minimum of three (3) sites installed for over 12 months each having 1,000 or more meters per installation or a total of 10,000 meters deployed in the United States and Canada, accepting coin and credit card payment. References must include date of installation, quantity of meters, city, contact, address, telephone, email and description of the installation.

TP-2.2 OPERATION AND RATES

The following rate and operating characteristics shall apply to all meter mechanisms purchased.

A. **FIXED RATE** – same rate all day, for select/every day(s) of the week. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require Parking Authority staff to interface with the meters to accomplish such a rate update.

B. **MULTIPLE-RATES** – varied rates throughout the day, up to a minimum of 6 times. This can include Tow-Away, No Parking, Progressive or Free Parking options, in addition to hourly parking rates for normal metering time. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require Parking Authority staff to interface with each individual meter to accomplish such a rate update.

C. **PRE-PAY** – allow a motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period. However, metered time will only begin at beginning of

enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 8AM. In such an example, metered time would only begin at 8AM and expire at 10AM. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require Parking Authority staff to interface with each individual meter to accomplish such a rate update.

D. TOW-AWAY – meters can be programmed to enforce defined tow-away zones. During the tow-away period, the meters will not accept credit card payment and no time will be given for coins. The meters shall be capable of displaying “Tow-Away- Do Not Park” on the LCD screen. In such a configuration, motorists will only be able to pay for time up to the beginning of the tow-away period. Changes to this feature can be remotely programmed via the web-based management system and will not require Parking Authority staff to interface with each individual meter to accomplish such a rate update.

E. EVENT PARKING – meters can be programmed to accept event parking rates, such that flat rate payment will enable the vehicle to park for a pre-determined amount of time. For example, \$15 for a baseball game, such that the rate begins at 5pm and the \$15 results in the meter being paid for the duration of the event.

F. The mechanism shall be capable of displaying the rates per hour, maximum stay (time period), and other customized messages or graphics on the meter LCD.

G. Changes/updates to all rate structures, maximum stay (time limits), available payment methods, and hours of meter operations shall also be managed and updated via a web-based management system, providing remote management capability.

TP-2.3 GRAPHICAL DISPLAY

A. Single and Dual space parking meter shall have a graphical liquid crystal display (LCD) with a temperature operating range of -22 deg F to 158 deg F (-30 deg C to +70 deg C), which is capable of displaying metered time (format of HH:MM, including negative time capability), parking rates and maximum stay period messages, current time of day (including time when meter will expire), as well as other alpha-numeric messages depending on the status of the meter.

B. The LCD displays must be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made. The city shall be able to send graphics in a bitmap format to an individual, group or entire system from their PC.

C. For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity, and will require no additional settings to be adjusted. Additionally, backlight will only be enabled during a transaction in order to conserve battery power.

D. The LCD shall have the option for the user to increase/decrease the contrast of the LCD in order for the meter to adapt to the surrounding environmental conditions.

E. In addition, a UV resistant (non-yellowing) Lexan® material should be used to protect the LCD and solar panel.

F. The Lexan material must be treated with an anti-fog coating to maximize the user's ability to interact with the display at all times.

G. In the event of a coin jam, meter will continue to allow payment via credit card, debit card and or smart card. During such a jam, the meter will display "Cards only, No Coins" on the LCD display. In the event of a card reader jam, meter will continue to allow payment via coins/tokens. During such a jam, meter will display "Coins only, No Cards" on the LCD. In either event, the meter must be able to wirelessly notify maintenance staff of the location and type of jam via email, text message or both. In the event that both a coin jam and card reader jam are present, the meter will display "Out of Order". All of these messages can be remotely updated and programmed via web-based management system.

TP-2.4 METER STATUS INDICATORS

A. Enforcement of violations shall be managed via RED flashing "High Brite" (also known as "Hi-Brite") LEDs (millicandela rating of 5000mcd or greater and 30 degrees or greater viewing angle), which shall be available on the back of the meter. Additional LEDs should also be available on the front of the meter to provide the user with a visual indicator of unpaid status. .

B. The standard configuration will be GREEN for paid status and displayed as single LED on the front and a minimum of two LED's on the back of the meter.

C. The meter shall also incorporate AMBER LEDs to indicate the meter has a fault condition displayed both on the front and rear of the meter.

D. Meters shall have ability to remotely program expiration grace period,duration of flashing LEDs, and other LED operating parameters via web-based management system.

TP-2.5 COIN VALIDATION

A. Electronic parking meter shall be fully electronic with solid state components and straight down, free-fall coin chute. The single and dual space meter meter shall be able to recognize and give time for both coins and/or custom token. Standard coin recognition shall include, but is not limited to, US denominations of \$0.01, \$0.05, \$0.10, \$0.25 and \$1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the Parking Authority. The meter should also incorporate a feature that will count invalid coins, such as washers, gaming tokens, etc., so that the Parking Authority may monitor the areas where this kind of activity is taking place. No time will be given for these fraudulent coins.

B. The coin validator (also referred to as "coin acceptor") shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coin or other types of coin validator jams. The coin chute shall have a clear casing(preferred) to allow complete visibility of the coin pathway in order to identify and easily clear jams. Coins passing through the mechanism shall be deposited into the coin box in the meter vault when the mechanism is properly installed in the upper housing. In the event of a jam, the meter must have the ability to display the fault via the AMBER LEDs at the meter and notify Parking Authority staff of a jam via email, text message or both.

TP-2.6 POWER

- A. Single and Dual space meters shall be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.
- B. Battery pack shall consist of a back-up battery pack to provide backup power. Battery pack shall have a minimum life capability of 12-36 months without replacement (depending on climate and wireless features enabled, in single and Dual space meter mode).
- C. The meter shall have a main rechargeable internal battery with a 10 year warranty backed by the manufacturer. The main battery shall be rechargeable via the solar panel under normal use or a bench charger.

TP-2.7 CREDIT CARD PAYMENT

- A. Payment with a credit card must utilize a hybrid card reader built into the single and dual space meter meter mechanism. The hybrid card reader will allow for use of both magnetic stripe credit card and smart card. Users will insert (smart card) or insert/remove (credit card) the card to start the payment process. Users will then have the ability to toggle up (add time) or down (less time) to select the amount of time to be purchased, up to the maximum and down to the minimum metered time. Users can then select “OK” to purchase, or can press “CANCEL” to stop the transaction.
- B. The Vendor shall provide secure gateway service to provide for secure (encrypted) credit card data transmission to the Parking Authority’s merchant account provider. Credit card data transmission shall meet the Payment Card Industry (PCI) Data Security Standards. Vendor shall provide evidence of both Payment Application (PA-DSS) compliance and PCI-DSS Level 1 certification. The Vendor must comply and be listed as a valid service provider for the Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs.
- C. For ease of installation and security, the credit card reader shall be integral to the mechanism design and shall not require any additional modification to the meter housing to install.
- D. A keypad shall be utilized with the user interface for card payment. This will prevent unnecessary wear-and-tear and key pad maintenance issues. The keypad should also be modular to all for in-field replacement if necessary.
- E. The keypad shall be color coded, labeled and provide a minimum of 4 buttons to allow users to select (1) More time “+”, (2) Less time “-“, (3) CANCEL, and (4) “OK” for any card transactions.

TP 2.7.1 OPTIONAL PAYMENT METHOD

- A. NFC/Contactless Payment by tapping and contactless-enable credit or debit card on a an NFC parking terminal.

TP-2.8 WIRELESS DATA and MANAGEMENT SYSTEM CAPABILITIES

A. Each meter shall be individually capable of transmitting wireless data on either a GSM or CDMA network for the purposes of payment card processing, coin transactions, updates to the operating features and rate configuration of the meter, as well as fault notification. The wireless capability must be integral to the meter mechanism design and shall not require a secondary connection to a wireless device. Such communication will be accomplished without any additional networking equipment that would need to be installed on NJPC member street poles or any other location, such as buildings, etc.

B. Updates to meter software, such as meter firmware and operating software, must be able to be performed wirelessly and will not require NJPC member staff to interface with each individual meter to accomplish such an update.

C. The single and dual-space meter management system shall not be dependent on the interaction of individual handheld devices and each meter in the field. Management system shall be completely web-based system accessible via desktop computer, laptop computer, or handheld wireless device to authorized personnel. No additional software other than an Internet browser shall be required for the management system to be access and fully used in conjunction with the single and dual space meter meter products. This shall provide access to the meter management system from authorized user 24/7 over the web.

D. Management system shall provide a variety of reports to include financial, technical, and administrative functions via a single web-portal. No additional software will be required to access and update the meter system, other than access to an Internet browser. Reports shall include, but are not limited to:

- Credit card reconciliation (daily, weekly, monthly, annually)
- Cash collection reports (by date, time, pole, and collector)
- Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or pole)
- Coin box level (% full)
- Individual transactions (cash or credit) by pole
- GPS location of meters on a map with statistical mouse-over feature
- Ability to change text on LCD remotely
- Adjudication Reports
- Ability to change rates and other operating parameters remotely via the internet
- Meter uptime (over time, by zone, street, and pole)
- Maintenance software for logging Service requirements over time
- Meter paid occupancy reports
- Accumulative totals of all cash and card transactions
- Exception reports for units not performing as required (communications or payment faults)
- Access to Help materials and User Manuals shall be available on-line

TP-2.9 ADDITIONAL DESIRED FEATURES

A. Meter shall allow for the use of additional cards to be used with the same hybrid credit card / contact smart card reader for the purposes of accessing meter diagnostics, cash collection, and allow

for time to be added to the meter during a maintenance event without affecting the revenue audit. The use of these cards must be logged and can be presented as one of the report options in the web-based management system.

A-1. Diagnostics Card: with the use of a diagnostics card, and without opening the meter housing, the meter must provide specific information relating to the current meter operating status. Features shall include the ability to:

- View the current assigned meter configuration and software version
- View the battery level (for rechargeable and non-rechargeable) and solar panel charge level
- Test the operating condition of the card reader
- Test the operating condition of the coin validator
- Test the integrated wireless communications
- Allow for the meter to be turned off

A-2. Coin Collection Card: with the use of a coin collection card, and without opening the meter housing, the meter must allow for the user to clear the coin box counter at the time of cash collection. The effect of this card is to provide a cash audit feature that is available in the web-based management system that will allow visibility of the time, card used, cash value collected, and a detailed summary of the coin types collected.

A-3. Meter Maintenance Card: with the use of a meter maintenance card, and without opening the meter housing, the meter maintenance card must allow the maintenance staff to put time on the meter to compensate a motorist in the event of meter maintenance activity. The time put onto the meter will not affect the revenue audit, but can be logged and displayed in the web-based management system.

B. RFID Automation or equivalent: Vendor must have a solution that enables Meter Mechanism to identify and Assign a Pole Location and Designation

C. Pay-by-Cell: Any meter system installed must have the ability to push any time purchased from a remote payment device or smart phone directly to the meter such that the payment of the meter is transparent for the purposes of enforcement. Additionally, if so desired, a user may register for a service that would allow for delivery of a receipt after payment with a credit card as well as a notification prior to meter expiration for the purposes of adding additional time to the meter remotely, where public policy permits.

TP-2.10 METER TOP COVER (METER DOME)

A. The upper housing dome shall be made of adequate material such as ductile iron or Zinc die cast material, which provides exceptional weather protection and resistance to vandalism. It shall lock in place at four corners using same lock/key system in place today. A window will provide clear view of the digital display and must be made of genuine Lexan®, UV stabilized to resist yellowing and internally coated to prevent fogging . The outer surface of the meter top cover is painted with an automotive grade material, which again provides excellent resistance to weather, fading from sunlight, shall provide a tough, scratch-resistant and easily cleaned surface.

TP-2.11 INTEGRATED VEHICLE DETECTION SYSTEM (OPTIONAL)

A. A vehicle detection system shall operate whereby the sensor is installed in the meter mechanism housing and not embedded in the pavement. Additionally, the NJPC member wants the vehicle detection system to operate wirelessly and communicate through the wireless capability of the single and dual space meter mechanism, meaning that there will be no installation of any additional networking equipment or ancillary infrastructure other than the parking meters themselves.

B. The vehicle sensor system must be able to easily be audited for accuracy by providing a visual indication of the presence or absence of a vehicle in each space on the display of each associated meter. Accuracy shall achieve a detection level of 90% per day or greater for a parked vehicle event that lasts at least 10 seconds.

C. The vehicle sensor shall be designed to be resistant to vandalism and intentional damage. Specifically, the sensor shall be fully encapsulated to prevent damage due to weather and other environmental factors.

D. The vehicle detection system must allow the Parking Authority the options to reset a meter of any remaining time upon departure of a vehicle, add courtesy time to a meter upon arrival of a vehicle, provide notification of a parked car that does not pay for parking, and provide notification of a parked car that overstays the paid meter time. Additionally, the system must provide web-based reports that are integrated in the meter management system, and such reports shall include but not be limited to the following:

- Occupancy, Paid, Unpaid, and In-Violation
- Duration of Parking Events
- Meter reset events and Impact to Revenue
- Violation Reporting
- Maps of Parking Availability

**CONTRACT NO. NJPC-CCM-2020.01 and 2nd Revised CHASE AND INSTALLATION
OF COIN AND CREDIT CARD ENABLED SINGLE AND DUAL SPACE PARKING
METERS SYSTEM HARDWARE AND SOFTWARE, AND OPTIONAL VEHICLE
DETECTION SYSTEM FOR THE NEW JERSEY PARKING COOP**

SECTION IB - INSTRUCTIONS TO BIDDERS

IB-1.01 PROPOSAL

- A. Bid forms are provided herewith.
- B. The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign the same in ink. Erasures or other changes in the bid must be explained or noted with the initials of the bidder. Bids containing any changes, conditions, omissions, unexplained erasures or alteration, or any item not called for in the proposal, or irregularities of any kind shall be cause for rejection by the New Brunswick Parking Authority, (NJPC).
- C. All of the following items shall be submitted or the bid will be rejected:
 - (1) Bid Proposal Form, Section P.
 - (2) Non-Collusion Affidavit
 - (3) A disclosure statement executed in the form included herein, pursuant to NJSA 52:25-24.2 (Chapter 33 of the Public Laws of 1977)
 - (4) Iran Investment Disclosure Form
 - (5) Documents will be referred to the appropriate staff for review and approval as to conformity with these instructions and with New Jersey law.
- D. Conditional bids shall not be accepted. Multiple bids are not permitted.
- E. The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of a partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act in full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these instructions.
- F. Prices must be submitted in figures. Should there be a mathematical error, discrepancy or inconsistency in the extended figures, the unit prices as stated in the proposal shall govern. The NJPC reserves the right to make all

corrections based upon the foregoing, and comparison of all bids will be based upon the correct total as calculated from the unit prices.

- G. Bids must be enclosed in a sealed opaque envelope with the name of the bidder and the name of the project marked on the outside as follows:

To: New Jersey Parking Coop
Attn: Mitchell Karon, Director
C/O New Brunswick Parking Authority
106 Somerset Street, Floor 6
New Brunswick, NJ 08901

**Proposal for:
Coin and Credit Card Enable Single and Dual Space Parking Meters.
Bid #2020.01 & 2020.02**

Submitted by: (Name of Bidder)

- H. Submission and opening of Bids

Time: Insert Hour: 10:00am
Insert Date: Tuesday, June 16, 2020

Place: New Jersey Parking Coop
C/O New Brunswick Parking Authority
106 Somerset Street, Floor 6
New Brunswick, NJ 08901

- I. Any bid may be withdrawn on written request received from a bidder prior to the time fixed for the bid opening. No right to withdraw a bid shall exist after the time specified for opening of the bids has arrived. Any withdrawal of a bid after bid opening must be consented to by the NJPC.
- J. At the time fixed, bids will be opened and read publicly.
- K. If a proposal guarantee is required, the proposal guarantee of all bidders except the three apparent lowest ~~responsible bidders~~ will be returned within ten days after the opening of the ~~Revised~~ ~~bid~~. The proposal guarantee of the remaining unsuccessful bidders will be returned within three days, Sundays and holidays excepted, after award of a contract and approval of the Vendor's performance bond. NOT REQUIRED FOR THIS BID.

- L. If required, any bidder submitting a bid shall also submit a certificate from a surety company (consent of surety) for a New Jersey licensed surety stating that it will provide the bidder with a performance bond in the full amount (100%) of the bid which amount shall be specified in said certificate. The performance bond that is the subject of the certificate shall be for the faithful performance of all terms of the contract. The consent of surety and the bonds shall be in substantially the same form included in these Instructions. **NOT REQUIRED FOR THIS BID.**
- M. All bidders shall be required to comply with NJSA 10:5-31 et seq. (PL 1975, c127) and NJAC 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the “Affirmative Action/Employment Goal Compliance Attachment to Bid Instruction” appended to these Instructions, with the requirements of the American with Disabilities Act, 42 USC 12101 et seq., and with all applicable federal and state occupational safety and health legislation and regulations.
- N. The NJPC reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and a bidder shall furnish to the NJPC all such information and data for this purpose as the NJPC may request. The NJPC reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the NJPC that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

IB-1.02 AWARD OF CONTRACT

- A. A multi bid award contract will be awarded to the lowest responsible bidder whose bid complies with the specifications provided that in the judgment of the NJPC, it is reasonable, within available funds and in the interest of the NJPC. The award will be made or the bids will be rejected within 60 days after the opening of the bids.
- B. The NJPC reserves the right to award on any schedule or combination thereof with or without any alternates. The low bid may be base bid only or base bid combined with any alternates.
- C. The NJPC shall notify the successful bidder by sending Notice of Award within ten days. After receipt of said Notice, the successful bidder shall execute and deliver to the NJPC the Contract, evidence of insurance and any

other documents required in these Instructions or the specifications. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, the NJPC may elect to recover from the successful bidder damages caused by such failure.

IB-1.03 REJECTIONS

In accordance with NJSA 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids. The NJPC reserves the right to waive any immaterial defect or informality in any bid, where it is deemed to be in the interest of the NJPC to do so.

- (a) Unsatisfactory Past Performance (Prior Negative Experience) (40A:11-4b)
Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the NJPC in an unacceptable manner, may be rejected.
- bi) Failure to Enter Contract (40A:11-24b)
Should a bidder, to whom the contract has been awarded, fail to enter into a contract within 21 days, Sundays and Holidays excepted, the NJPC may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

IB-1.04 QUANTITIES

Unless otherwise indicated, the quantities listed in the specification or on the proposal form are approximate and are for the purpose of canvassing for bids. The NJPC does not guarantee to purchase any definite quantities. The quantities purchased by the NJPC members are limited to the amount of monies budgeted for the same under New Jersey Statutes. Payment to the Vendor will be made only for the actual quantities of items furnished to NJPC members in accordance with their Purchase Order and it is understood that the estimate of quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

IB-1.05 MANUFACTURER, BRAND NAMES

The Parking Coop is soliciting bids to purchase approximately 1,500IPS, POM, Duncan or MacKay brandor equal coin and credit card enabled single and dual space parking meters over the course of 2 Years.

IB-1.06 INSPECTION

All Materials, equipment, supplies and/or services delivered to or performed for the NJPCmembers shall be subject to final inspection and/or testing by the NJPC or by other testing laboratories as the NJPC may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the NJPC may reject all or any part of the materials, supplies, or services to be provided under this contract.

IB-1.07 DELIVERY

All materials, supplies, equipment and vehicles shall be shipped to the New Jersey Parking Coop purchasing member's municipal offices, unloaded, inside delivery and debris removed. The NJPCmember will pay freight or express delivery charges. Deliveries will be made during normal business hours at the location specified on the Purchase Order or Contract unless other arrangements have been made and agreed to by the NJPC member.

IB-1.08 ABANDONMENT, DELAY AND LATE DELIVERY

- A. If the work that is to be done under this contract is abandoned by the Vendor or if at any time the NJPCmember shall certify in writing to the Board of Commissioners that the performance of the contract is unnecessarily or unreasonably delayed, or that the Vendor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily, or not in accordance with the terms hereof, the NJPCmember may annul the contract or any part thereof by written notice served upon the Vendor, and the NJPCmember may thereupon have the power to contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the Vendor.
- B. The cost and expense so charged shall be deducted from and paid by the NJPCmember out of such monies as may be due or become due to the Vendor under and by virtue of the contract. In case such expense shall exceed the amount that would have been completed by the Vendor, he or his surety shall pay the amount of such excess to the NJPC member.

- C. In the event of late delivery or other failure of the bidder to conform to the requirements of the specifications, liquidated damages may be assessed if set forth in said specifications.

**IB-1.09 PREVAILING WAGE RATES& PUBLIC WORKS VENDOR
REGISTRATION**

INTENTIONALLY DELETED

IB-1.10 DEBARMENT

INTENTIONALLY DELETED

IB-1.11 INDEMNITY

By submitting a bid, bidder agrees that, if it is the successful bidder, it will indemnify and hold the NJPC harmless from and against all liability and expenses, including attorneys' fees, howsoever arising or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, or arising out of the bidder's non-compliance with prevailing wage laws, the Americans with Disabilities Act and any federal or state occupational safety or health legislation or regulation.

IB-1.12 INSURANCE

Bidders are to refer to the Insurance Requirements specified in the Technical Provisions TP-1.13.

IB-1.13 CONTRACT DOCUMENTS

The contract documents shall consist of the Advertisement for Bids, the bid proposal form(s) and all other bid forms, these Instructions to Bidders, the specifications, and such affidavits or certifications as may be required in the specifications, along with all addenda issued prior to execution of the contract, and the contract itself.

In the event that any clarification or modification of the contract documents is determined to be necessary by the NJPC, an Addendum to the specifications will be issued and communicated in accordance with the requirements of the New Jersey Local Public Contracts Law. The NJPC will not give verbal interpretations of the specifications. In the event any such interpretations are given, they shall be considered invalid.

IB-1.14 MISINTERPRETATION OF CONTRACT DOCUMENTS

The successful bidder shall make no claim for additional payment of other concessions because of any misinterpretation or misunderstanding of the contract documents on his part or because of any failure to fully acquaint himself with any condition or provision of the contract documents.

IB-1.15 INQUIRIES

All questions and information pertaining to the issuance of this document shall be directed in writing only to:

Mitchell Karon, Director
New Jersey Parking Coop
C/O New Brunswick Parking Authority
106 Somerset Street, Floor 6
New Brunswick, NJ 08901
(732)937-9262 Fax
MKaron@njnbpa.org

IB-1.16 OBJECTIONS TO THE SPECIFICATIONS

Any and all objections to the bid specifications must be in writing to the New Jersey Parking Coop, Mitchell Karon, Director, *three (3) days prior to the bid opening*. Failure to do so will result in the non-consideration of said objections.

CONTRACT NO. NJPC-CCM-2020.01 & 2020.02

**PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED
SINGLE AND DUAL SPACE PARKING METERS SYSTEM HARDWARE AND
SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM
NEW BRUNSWICK PARKING AUTHORITY**

SECTION SP – SPECIAL PROVISIONS

SP-1.01 BID GUARANTEE

NOT REQUIRED INTENTIONALLY DELETED

SP-1.02 PERFORMANCE GUARANTEE

NOT REQUIRED INTENTIONALLY DELETED

SP-1.03 PAYMENT GUARANTEE

NOT REQUIRED INTENTIONALLY DELETED

SP-1.04 Delivery of Bids

The Vendor shall submit each bid in a sealed envelope plainly marked to indicate its contents. When sent by mail, the sealed bid must be addressed to the NJPC at the address and in care of the official in whose office the bids are to be received. All bids shall be filed prior to the time and at the place specified in the Invitation for Bids. Bids received after the time for opening of bids will be treated in accordance with the provision of SP-1.10 Late Bids, Late Withdrawals, and Late Modifications.

SP-1.05 Communications and Interpretations – Prior to Bid Opening

- A. Any information regarding the requirements or the interpretation of any provision of the General Conditions, Special and Technical Provisions, or any part of the bidding documents shall be requested, in writing, from the NJPC, and delivered *no later than seven (7) business days prior to the scheduled date of bid opening*. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda, or by written notice sent to all prospective bidders. **DO Not Make Verbal Inquiries.**
- B. *Any verbal interpretations or oral pre-bid statements made by NJPC employees or their representatives shall not be binding upon the NJPC.*

SP-1.06 Addendum to Invitation for Bids

Each addendum to an Invitation for Bids shall be in writing and identified as such. Addenda(s) will be posted on the NJ Parking Cop's lead agency, New Brunswick Parking Authority's website (www.nbpanj.org) under Public Bids. It is the Bidders responsibility to view the website regularly to determine if any addenda(s) have been issued. Unless otherwise provided the bidder shall acknowledge receipt of all addenda.

SP-1.07 Pre-Opening Withdrawal of Bid

INTENTIONALLY DELETED

SP-1.08 Late Bids and Late Withdrawals

- A. Any bid/proposal received at the place designated in the solicitation after the time and date set for receipt of bid/proposal is late. Any request for withdrawal received at the place designated in the solicitation after the time and date set for receipt of bid/proposal is late.
- B. A late bid/proposal, or late request for withdrawal may not be considered. Late bids/proposals will be returned to the bidder/offeror unopened. Upon written approval of the NJPC, exceptions may be made when a late bid proposal, or withdrawal is received before contract award, and the bid withdrawal would have been timely but for the action or inaction of the NJPC personnel directing the procurement activity or their employees.

SP-1.09 Opening and Recording of Bids

- A. Bids shall be opened publicly, at the time, date and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available. This information also shall be recorded at the time of bid opening. The bids shall be tabulated or a bid abstract made. The opened bids shall be available for public inspection at a reasonable time after bid opening but in any case before contract award except to the extent the bidder designated trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Price, make, and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at a reasonable time after bid opening but in any event before contract award regardless of any designation to the contrary at the time of bid opening.
- B. The NJPC shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Confidential, proprietary information, and trade secrets furnished by a bidder or offeror may not be disclosed to another outside of NJPC except as provided by the Open Public Records Act or other applicable laws of this State.

SP-1.10 Mistakes in Bids

INTENTIONALLY DELETED

SP-1.11 Minor Irregularities or Informalities

INTENTIONALLY DELETED

SP-1.12 Cancellation of Invitation for Bids

- A. Before opening of Bids a solicitation may be canceled in whole or in part when the NJPC determines this action is fiscally advantageous or other wise in its best interest.
- B. When a solicitation is canceled before bid opening, the bids shall be returned to the vendors submitting them and notice of cancellation shall be included.

SP-1.13 Rejection of Individual Bids or Proposals

INTENTIONALLY DELETED

SP-1.14 Rejection of All Bids

INTENTIONALLY DELETED

SP-1.15 Bid Evaluation and Award

- A. The contract is to be awarded to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set for in the Invitation for Bids, and is either the lowest bid price or the lowest evaluated bid price.
- B. Except as otherwise provided under SP-1.10 Mistakes in Bids:
 - 1. The unit price will govern in the event of a discrepancy between the unit price and the extended price (product of unit price multiplied by the quantity).
 - 2. The sum of the extended prices will govern in the event of a discrepancy between the total lump sum bid and the extended prices.
 - 3. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.
 - 4. If a unit price has been omitted, the unit price will be determined by dividing the extended price by the quantity.

- C. The NJPC reserves the right to make award by item, or groups of items, or total bid if it is in the best interest of the NJPC to do so unless the bidder specifies in his bid that a particular or progressive award is not acceptable.
- D. Upon determination of the lowest bidder, required number of meter installations, review of the bid for responsiveness to technical specifications, and satisfaction that the bidder is financially responsible, the Contract may be awarded to that bidder.

SP-1.16 Corporate Registration

- A. NJSA 52:32-44a (1) & (2) impose certain requirements upon a business competing for, or entering into a contract with a New Jersey State Agency. ***A business organization must submit proof of business registration with the State of New Jersey to the contracting agency prior to the award of the contract, which was valid on the date of the Bid Opening.*** Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue. Information on how a business can obtain a certificate can be obtained on the internet at www.nj.gov/njbgs or by phone at (609)292-1730. Vendors must review the included mandatory “New Jersey Business Registration Requirements” language.
 - 1. SubVendor(s): A Vendor must provide written notice to its subVendors, regardless of the level of the Vendor or subVendor, of the requirement to submit proof of business registration to the Vendor. The Vendor shall obtain and maintain on file the proof of business registration of each subVendor. In addition a copy of said “proof of business registration” by subVendor must also be provided submitted with bid.
- B. If the bidder is not currently registered, the bidder shall register and provide a copy of said registration acknowledging its validity prior to the execution of contract.

SP-1.17 to SP-1.26

INTENTIONALLY DELETED

SP-1.27 FAMILIARITY WITH LAWS, ETC.

The Vendor shall be familiar with all Federal, State, and local and municipal laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the work, or materials or equipment used in or upon the work, or in any way effect the work. No pleas of misunderstanding shall be considered due to ignorance thereof. If the Bidder or Vendor shall discover any provision in the Specifications or other Contract Documents which is contrary to, or inconsistent with, any such law, ordinance, rule, or regulation, he shall immediately report it to the NJPC in writing.

SP-1.28 to SP-1.36

INTENTIONALLY DELETED

SP-1.37 PATENT INFRINGEMENT

The Vendor agrees to indemnify, protect, and save harmless the NJPC, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent infringement arising out of the purchase or use of materials, supplies, equipment, designs, methodologies, or services covered by this contract. This indemnification obligation is not limited to but is in addition to the insurance obligation and performance bonds contained in this agreement.

SP-1.38 NON-PAYMENT FOR WORK IMPROPERLY DONE

- A. The NJPC reserves the right to withhold any and all payments for work improperly performed, until such time as the work is corrected. Payment for judgment of work performance quality is at the discretion of the NJPC.

SP-1.39 SUCCESSFUL TERMINATION OF VENDOR'S RESPONSIBILITY AND FINAL ACCEPTANCE

A contract shall be considered successfully fulfilled when the work has been completed in accordance with the terms of the contract.

**SEALED BID CHECK LIST
DOCUMENTS TO BE SUBMITTED TO NJPC WITH SEALED BID**

Each Bidder is required to complete this check list of all mandatory items that are required for this bid.

Required
By NJPC

Read, Signed
& Submitted

- X Proposal Form/ Bid Price List, Section P _____
- X Bid Bond / Guarantee NOT Required
- X Financial Statement (may be in a separate sealed envelope) _____
- X Non-Collusion Affidavit _____
- X Vendor Ownership Disclosure Statement N.J.S.A. 52:25-24.2 _____
- X Acknowledgement (Corp./Partner/Ind/LLC) _____
- X Addendum Acknowledgement (if applicable) _____
- X Disclosure of Investment Activities in Iran Form, Exhibit C _____

Reviewed by Vendor

READ

- X Review Exhibit A, Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts; successful bidder must submit Evidence of Affirmative Action Plan and/or Certification prior to award of contract. Submit Affirmative Action Compliance Notice. _____
- X Business Registration Certification (If not included with bid will be required prior to award of contract) _____
- X Americans with Disabilities Act 1990, Appendix A _____

Dated: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

Statement of Bidders Qualifications

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

1. Firm name.
2. Principal address.
3. Year firm was organized.
4. Where and when incorporated.
5. Bidder must have installed systems of the same size, same type, and technical magnitude.
6. List years of firm's experience in similar contracts.
7. List of projects of similar nature that have been completed by your company. Identify if they are within the United States or Canada. Provide name of City, Contact Person, Telephone number, and total amount of contract award.
8. List default experience on previous contracts.
9. List present and comparable contracts presently underway.
10. List principals and/or partners, supervisory personnel available for this contract.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the NJPC verifying data submitted in the Statement of Bidders Qualification.

Date: _____
_____ Company Name
By: _____
Title: _____

State of: _____

County of _____

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

_____ of _____

and that the answer to the foregoing questions and all statements therein contained are true

and correct. Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public
Notary Public State of

My commission expires _____

VENDOR OWNERSHIP DISCLOSURE STATEMENT

This Statement must be submitted with the Bid

Trade or Corporate Name of Bidder _____

Federal ID Number: _____

Corporation _____ Partnership _____ Individual _____ LLC _____

Incorporated: YES _____ NO _____ In what State? _____ Year _____

Business Address _____

Telephone # _____ Fax # _____ PO Box _____

If a Corporation Officers:

President _____

Vice President _____

Treasurer _____

Secretary _____

Proprietor(s) Partnership, or Individual doing business under a trade name.

Partner / Title _____

Partner / Title _____

Partner / Title _____

Partner / Title _____

Limited Liability Co.

Member _____

Member _____

Member _____

**STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK
OR INTEREST IN THE BIDDER'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the NJPC, a statement setting forth the names and addresses of all individuals who own 10% or more of the stock, of any class of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% Ownership criteria established in this act has been listed.

Date _____

LEGAL NAME OF RESPONDENT: _____

Check which business entity the bidder is:

Corporation _____

Complete if the Bidder is one of the 3 types of Corporations:

Limited Liability Corporation _____

Date Incorporated: _____

Where Incorporated: _____

Subchapter S Corporation _____

Partnership _____

Note: If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form.

Limited Partnership _____

_____/_____

Limited Liability Partnership _____

SIGNATURE

DATE

Sole Proprietorship _____

BUSINESS ADDRESS:

_____/_____
STREET ADDRESS CITY STATE ZIP

_____/_____/_____
TELEPHONE# FAX# E-MAIL ADDRESS

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock or an interest in the business entity

NAME ADDRESS

NAME ADDRESS

NAME ADDRESS

NAME ADDRESS

ACKNOWLEDGMENT OF VENDOR, IF A CORPORATION

STATE OF NEW JERSEY)

) SS:

COUNTY OF)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before
me, the Subscriber, a Notary Public of the State of _____
personally appeared _____ the President of _____

_____ who I am satisfied, is the person who signed the foregoing
Contract; and I having first made known to him the contents thereof, he thereupon acknowledge
that he signed, sealed with the Corporate Seal, and delivered the said Contract as such officer
aforesaid, that the said Contract is the voluntary act and deed of said Corporation, made by virtue
of authority from its Board of Directors.

A Notary Public of

My Commission Expires:

ACKNOWLEDGMENT OF VENDOR, IF A LIMITED LIABILITY CO.

STATE OF NEW JERSEY)

) SS:

COUNTY OF)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before

me, the Subscriber, a Notary Public of the State of _____

personally appeared _____ the Managing Member of

_____ who I am satisfied, is the person who signed the foregoing Contract; and I having first made known to him the contents thereof, hethereupon acknowledge that he signed, and delivered the said Contract as such officer aforesaid, that the said Contract is the voluntary act and deed of said Limited Liability Company, made by virtue of authority from its Members.

A Notary Public of

My Commission Expires:

ACKNOWLEDGMENT OF VENDOR, IF A PARTNERSHIP

STATE OF NEW JERSEY:

SS:

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the Subscriber, a Notary Public of the State of _____

personally appeared _____ a member of the firm of

_____ a partnership, who, I am satisfied, is the person mentioned in the within Contract and who signed the same as a member of said firm, and thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said partnership firm, for the uses and purposes therein expressed.

A Notary Public of

My Commission Expires:

ACKNOWLEDGMENT OF VENDOR, IF AN INDIVIDUAL

STATE OF NEW JERSEY:

SS:

COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the Subscriber, a Notary Public, personally appeared _____, who I am satisfied, is the Vendor mentioned in the within Contract and thereupon he acknowledged that he signed, sealed and delivered the same as his personal voluntary act and deed, for the uses and purposes therein expressed.

A Notary Public of

My Commission Expires:

NON-COLLUSION AFFIDAVIT

PROJECT: _____

Bid Due Date _____

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

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

I am _____
of the firm of _____

the bidder making the Proposal for **CONTRACT NO. NJPC-CCM-2020.01 and 2020.02 PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED SINGLE AND DUAL SPACE PARKING METERS SYSTEM HARDWARE AND SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM FOR THE NEW JERSEY PARKING COOP**, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive 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 State of New Jersey 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.

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public of

My Commission expires _____, 20 _____.

CONTRACT NO. NJPC-CCM-2020.01 & 2020.02

**PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED
SINGLE AND DUAL SPACE PARKING METERS SYSTEM HARDWARE AND
SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM
FOR THE NEW BRUNSWICK PARKING AUTHORITY**

**SECTION GC – GENERAL CONDITIONS
FOR GOODS AND SERVICES**

GC-1.01 Definitions

- A. Wherever in these General Conditions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:
- B. Definitions
1. Agreement – Contract.
 2. Award – The decision by the NJPC to execute a purchase agreement or contract after all necessary approvals have been obtained.
 3. Biannual – Twice a year.
 4. Bid/Offer – A statement of price, terms of sale, and description of the supplies, services, or construction related services submitted to the NJPC, in response to an Invitation for Bids or offers under procurement by competitive sealed bidding or comparable small procurement procedures.
 5. Biennial – Every two years.
 6. Bimonthly – Every two months.
 7. Biweekly – Every two weeks
 8. Board – The Board of Commissioners of the NJPC Member Parking Authority.
 9. Business – Any corporation, partnership, individual, sole proprietorship, joint venture, or other legal entity through which commercial activity is conducted.
 10. Change Order – A written order signed by the NJPC or responsible Procurement Officer, directing a Vendor to make changes which the changes clause of a contract authorizes the NJPC or Procurement Officer to order with or without the consent of the Vendor.

11. Code – The annotated code of New Jersey.
12. Construction – The process of building, adding, altering, converting, relocating, renovating, replacing, repairing, improving, demolishing or restoring of real property in which the NJPC has an interest.
13. Contract – Any agreement entered into by the NJPC for the acquisition of supplies, services, construction, or any other item, including:
 - (a) Awards and notices of award;
 - (b) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
 - (c) Contract providing for the issuance of job or task orders;
 - (d) Leases;
 - (e) Letter contracts;
 - (f) Purchase Orders;
 - (g) Supplemental agreements with respect to any of these;
 - (h) Orders; and
 - (i) Grants.

Contracts does not include:

- (a) Collective Bargaining agreements with employee organizations;
 - (b) Medicare, or similar reimbursement contracts for which eligibility and cost are set by law or regulation.
14. Contract Drawing – See “Plans”
15. Contract Modification – Any written alteration in the specifications, delivery point, date of deliver, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the Contract. It includes Change Orders, Extra Work Orders, Supplemental Agreements, Contract amendments, reinstatements, or options/renewals.
16. Vendor – Any person (see definition for Person) having a contract with the NJPC. Vendor does not include any employee claiming such status pursuant to any collective bargaining agreement.
17. Day – Calendar day unless otherwise designated.
18. Engineer – Any person designated by the NJPC or the Procurement Officer, acting directly or through the duly authorized representative, such representative acting within the scope of the assigned duties or authority.

19. Extension – As applied to contracts for the performance of maintenance work or services, means a change in the scope of services to be performed by the Vendor by including in the Contract a requirement for the performance of phases of services not previously included.
20. Extra Work Order – Change Order.
21. Firm – Business.
22. Inspector – The authorized representative of the NJPC or Procurement officer assigned to make detailed inspections of any or all portions of the work, or materials thereof.
23. Invitation for Bids – Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement procedures including requests for quotations.
24. Maintenance - Any work or services necessary for the continued operation or upkeep of a facility, structure, building, grounds, or building system, including built-in equipment or an in-ground system.
25. Notice to Proceed – A written notice to the Vendor of the date on or before which the Vendor shall begin performing the work to be done under the Contract.
26. Offeror – A person or entity that responds to a Proposal and desires to enter into a contract with the NJPC.
27. Payment Bond – Security as a guarantee that Vendor will pay in full all bills and accounts for materials and labor used in the work, as provided by law.
28. Performance Bond – Security guaranteeing complete performance of the Contract.
29. Person – Any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club, or other organization or legal entity.
30. Procurement Officer – Any person authorized by the NJPC in accordance with law or regulation to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

31. Proposal – The response by an offeror to a solicitation of the NJPC for a supply or service. The response may include, but not be limited to, an Offeror’s price and terms for the proposed Contract, a description of the technical expertise, work and other information as requested in the solicitation.
32. Public Improvement – The construction, maintenance and repair of any building, structure or other public work now or hereafter constructed or acquired by the NJPC, City, County or State.
33. Quotation – Bid/Offer
34. Request for Proposals – Any document, whether attached or incorporated by reference, used for soliciting proposals under procurement and competitive sealed proposals, noncompetitive negotiations, multi-step and comparable small procurement procedures.
35. Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance.
36. Services – The rendering of a person’s time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It includes, but is not limited to, professional, personal and/or contractual services provided by attorneys, architects, engineers, accountants, physicians, consultants, appraisers, land surveyors, and property management, where the service is associated with the provision of expertise and/or labor. “Services” does not include the work normally associated with the repair and/or maintenance of facilities, structures, or building systems defined as “maintenance.”
37. Specification – A written description of functional characteristics, or the nature of an item to be procured. It may include a statement of any of the user’s requirements and may provide public notice and advertisement of an NJPC’s intent to procure supplies, services, and construction.
38. Solicitation – Invitation for bids, Request for Proposals, or any other method or instrument used to provide public notice and advertisement of an NJPC’s intent to procure supplies, services, and construction.
39. State – The State of New Jersey acting through its authorized representative.
40. State Agency – Any administration, agency, association, authority, board, bureau, college, commission, committee, council, foundations, fund, department, institute, institution, public corporation, service, trust,

university, or other unit of the Executive Branch of the state Government and including any subunit within any of the foregoing.

41. SubVendor – Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Vendor, who, prior to such undertaking, receives the approval of the surety and the NJPC.
42. Superintendent – The executive representative of the Vendor authorized to receive and execute instructions from the NJPC or Procurement Officer, and/or Inspector that shall supervise and direct the work.
43. Work – The furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

GC-1.02 Preparation of Bid/Proposal

- A. Offeror shall submit its bid/proposal upon the forms furnished by the NJPC; carefully following bid preparation instruction provided.
- B. Offerors should give specific attention to the identification of those portions of their proposals, which they deem to be confidential, proprietary information or trade secrets, and provide any written justification of why such materials, upon request, should not be disclosed by the State of New Jersey Open Public Records Act.

GC-1.03 to GC-1.08

INTENTIONALLY DELETED

GC-1.09 Compliance with Laws

The Vendor hereby represents and warrants that:

- A. It is qualified to do business in the State of New Jersey and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It shall comply with all federal, State, and local laws, regulations, codes and ordinances applicable to its activities and obligations under this Contract; and
- C. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

GC-1.10 Initiation of Work

The Vendor shall not commence performance of the Work or Services until it receives a formal written Purchase Order from a NJPC Member.

GC-1.11 to GC-1.12

INTENTIONALLY DELETED

GC-1.13 Inspection of Work

All materials and each part or detail of the Work shall be subject at all times to inspection by the NJPC, or other representative or appropriate person from the NJPC. The Vendor shall be held strictly to the Contract including allowable tolerances, quality of materials and workmanship, and the diligent execution of the contract. Such inspection may include mill, plant, or shop inspection. Any material furnished under the Contract is subject to such inspection. The NJPC or other appropriate person from the NJPC, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Vendor as is required to make a complete and detailed inspection.

GC-1.14 Removal of Defective Work

All Work and materials, which do not conform to the requirements of the Contract or are defective, shall be considered unacceptable and immediately removed and replaced.

GC-1.15 to GC-1.24

INTENTIONALLY DELETED

GC-1.25 General Guaranty

Neither the final acceptance of the Work nor the payment therefore nor any provision in the Contract documents nor partial or entire use of the Work by the NJPC shall constitute an acceptance of the work which is not performed in accordance with the Contract documents or relieve the Vendor of liability for any express warranties or responsibility for faulty materials or workmanship. The Vendor shall remedy any defect in the Work, and pay for any damage to other Work resulting from defects in the Work which shall appear within a period of one (1) year from the date of final acceptance of Work, unless a longer period is specified. The NJPC shall give notice of observed defects with reasonable promptness.

GC-1.26 Final Acceptance and Payment

Upon completion of all the Work under this Contract, the NJPC shall make a final inspection of the entire Work and direct the Vendor to take any corrective action to properly complete the Work. Once the NJPC is satisfied that the Work is properly completed, the NJPC shall announce the final acceptance of the entire project. The NJPC upon final acceptance, shall pay, or cause to be paid,

to the Vendor, the whole amount of money then due the Vendor under the terms below unless specified differently in another provision of this Contract.

- A. The Vendor shall prepare his invoice for Final Payment and submit it to the NJPC for approval. The final payment shall consist of the total cost of Work and subject to withholding of any amount due to the NJPC under the Section entitled "Liquidated Damages" under SPECIAL PROVISIONS.
- B. The NJPC, before making any payment, may require the Vendor to furnish releases or receipts from any or all persons performing work and supplying materials or services to the Vendor if this is deemed necessary to protect its interest. The NJPC, however, may make payment in part or in full to the Vendor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.
- C. Payment to the Vendor by the NJPC shall be made subject to the following:
 - 1. If applicable, submission by the Vendor of all written certifications required of him by the Section entitled "Vendor's Certificates" under GENERAL CONDITIONS.
 - 2. That no payment made under the Contract shall act as a waiver of the right of the NJPC to require the fulfillment of all of the terms of the Contract.

GC-1.27 Personal Liability of Public Officials

In carrying out any of the provision of the Contract, or in exercising any power or authority granted to them by or within the scope of this Contract, there shall be no liability upon the NJPC, Procurement Officer or other authorized representatives, either personally or as officials of the State. It is understood that in all such matter they act solely as an authorized agent and representatives of the NJPC and/or State.

GC-1.28 to GC-1.39

INTENTIONALLY DELETED

GC-1.40 Americans with Disabilities Act

All bidders are required to read and comply with the "Americans with Disabilities Act of 1990" included as Appendix A to the bid documents.

GC-1.41 Pay to Play

Business entities (Vendors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the Vendor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” NJPCship or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The Vendor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

GC-1.42 Affirmative Action Compliance

Bidders must review Exhibit A (attached hereafter), the mandatory language for goods and services bid specifications and contracts pursuant to N.J.A.C. 17:27-3.4, and the mandatory bid specification and contract language for employment goal compliance for goods and services at N.J.A.C. 17:27-3.6. A complete review of both rule provisions is recommended.

Each Vendor 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. A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

Each Vendor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract a copy of one of the above or completed form AA-302, which Vendor has sent to the State of NJ.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of the Treasury
State of New Jersey
P.O. Box 209
Trenton, NJ 08625-0209
609-292-5473
E-mail:mailto:www.state.nj.us/treasury/contract_compliance/ccmail.html

GC-1.43 Specifications

All materials, equipment, supplies of services shall conform to federal and Sate laws and regulations and to the Specifications contained in the solicitation.

GC-1.44 to GC-1.46

INTENTIONALLY DELETED

GC-1.47 Prevailing Wage Contracts for Public Work

The provisions of NJSA 34:11-56.25 et seq., Wages on Public Works, as determined by the New Jersey Department of Labor and Industry, are applicable to and made part of this contract if it involves construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating or any skill or trade as defined by the ACT.

GC-1.48 Multi-Year Contracts Contingent Upon Funding

If the NJPC fails to appropriate funds or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract may be canceled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the NJPC's rights or the Vendor's right under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Vendor and the NJPC from future performance of the contract, but not from their rights and obligations existing at the time of termination. The Vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The NJPC shall notify the Vendor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

GC-1.49 Liquidated Damages

Time is an essential element of the Contract and it is important that the Work be vigorously prosecuted until completion. For each day that Work shall remain uncompleted beyond the time(s) specified elsewhere (TP-1.04) in the Contract, the Vendor shall be liable for liquidated damages in the amount(s) provided for in the solicitation; provided however, that due account shall be taken off any adjustment of specified completion time(s) for completion of Work as granted by approved change orders such liquidated damages are not intended as a penalty but rather as a compensation determined in advance for Vendor's failure to fully perform under this Contract.

GC-1.50 Vendor's Invoices

Vendor agrees to include its Federal Tax Identification or Social Security Number on the face of all invoices billed to the NJPC.

GC-1.51 Incorporation by Reference

All terms and conditions set forth in the solicitation, any amendments thereto and Vendor's Bid/Proposal are made a part of this Contract.

GC-1.52 New Jersey Law Prevails

The parties agree that, this Contract and member purchases are made and entered into in New Jersey, and under the laws of New Jersey. Any dispute legal shall be venued in the Superior Court of the State of New Jersey, in the County Visanage of the NJPC Member purchasing from Vendor. Vendor waives the diversity jurisdiction of the Federal Court over any litigated dispute between the NJPC Coop, Member and the Vendor.

The Law of New Jersey shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

GC-1.53 Retention of Records

The Vendor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the NJPC hereunder or any statute of limitations, whichever is longer, and shall make them available for inspection by authorized representatives of the NJPC at all reasonable times.

GC-1.54 General Condition Controlling

INTENTIONALLY DELETED

GC-1.55 Dissemination of Information

During the term of this Contract, the Vendor shall not release any information related to the services or performances of the services under this Contract nor publish any reports or documents without the written consent of the NJPC Member contracting with Vendor.

GC-1.56 Insolvency

In the event the Vendor files a voluntary petition in the Bankruptcy Courts of the United States, Vendor shall notify the NJPC in writing of its intent to file. This notice must be received by not less than ten (10) days prior to such filing. Failure to provide such notice shall be a material breach of the Contract, and in this event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force or effect as of the ninth (9th) day prior to such filing. In the event Vendor becomes the subject of an involuntary petition filed in the Bankruptcy Courts of the United States, Vendor shall notify the NJPC of such filing no later than ten (10) days after the petition was filed. Failure to provide such notice shall be a material breach of the Contract, and in that event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force and effect as of the eleventh (11th) day after such filing.

SECTION A

NEW JERSEY PARKING COOP

PURCHASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ hereinafter called the Vendor, and New Jersey Parking Coop and its Member:

WHEREAS:

The Contract for furnishing all of all materials and labor for **CONTRACT NO. NJPC-CCM-2020.01 and 2020.02 PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED SINGLE AND DUAL SPACE PARKING METERS SYSTEM HARDWARE AND SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM FOR THE NEW JERSEY PARKING COOP**, subject to all the conditions, covenants, stipulations, terms and provisions contained in certain plans and specifications, a copy of which is hereto attached, and in all respects made a part hereof, has recently been awarded to the Vendor by the New Jersey Parking Coop at the prices named in the Vendor’s proposal attached hereto.

AND WHEREAS: As a condition of said award a formal contract shall be executed by and between the Vendor and theNew Jersey Parking Coop evidencing the terms of said award.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That the Vendor does hereby covenant and agree with the New Jersey Parking Coop that the Vendor shall well and faithfully furnish all labor and materials and deliver and complete **CONTRACT NO. NJPC-CCM-2020.01 and 2020.02 PURCHASE AND INSTALLATION OF COIN AND CREDIT CARD ENABLED SINGLE AND DUAL SPACE PARKING METERS SYSTEM HARDWARE AND SOFTWARE, AND OPTIONAL VEHICLE DETECTION SYSTEM FOR THE NEW JERSEY PARKING COOP**, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said specification, at and for a sum equal to the prices named and speciefied in the proposal attached hereto, and Vendor shall faithfully comply with and perform each and every obligation imposed upon the Vendor by said specifications or the terms of said award.

AND: Vendor agrees to be bound by all of the terms and conditions of the documentsattached hereto, all of which documents are attached hereto or intended to be attached as part hereof the extent such terms and conditions are applicable to the performance of this Agreement.

This Agreement contains the entire agreement between the Parties. It may not be altered or supplemented orally.

It is agreed and understood by all Parties hereto that the execution of this Agreement shall be considered to bind the Parties hereto in accordance with the constitution and the laws of the State of New Jersey.

IN WITNESS WHEREOF:

The Parties of these presents have hereunto caused this Agreement to be executed, the day and year first above mentioned.

For: New Jersey Parking Coop

Witness

Mitch Karon, Director, NJPC

Date

Date

Witness

Company or Business Name (Seal)

Date

By: _____

Printed or Typed Name/Title

Vendor's Federal Tax ID Number
Or Social Security Number

BID FORM - SECTION P

**CONTRACT NO. NJPC-CCM-2020.01 and 2020.02 PURCHASE AND INSTALLATION
OF COIN AND CREDIT CARD ENABLED SINGLE AND DUAL SPACE PARKING
METERS SYSTEM HARDWARE AND SOFTWARE, AND OPTIONAL VEHICLE
DETECTION SYSTEM FOR THE NEW JERSEY PARKING COOP**

BID OF _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

MADE THIS _____ DAY OF _____

BIDS ARE IRREVOCABLE FOR 90 DAYS FOLLOWING BID OPENING

TO THE NEW JERSEY PARKING COOP

GENTLEMEN:

The undersigned hereby declares to have carefully examined the Specifications entitled:, dated June 3, 2020. The undersigned proposes and agrees to furnish all labor, materials, equipment and services necessary for the above-said project for the New Jersey Parking Coop in accordance with the Specifications and other Contract Documents for the following price(s):

Single Space Meters:

Quantity: 1500 +/-

**SINGLE SPACE METERS TO BE PURCHASED OVER A TWO YEAR PERIOD
AND PAID FOR AS PURCHASED BY NJPC MEMBER PURCHASE ORDERS:**

CREDIT CARD METERS

	Unit Cost	Total Cost
Purchase Credit Card Meter	\$ _____	\$ _____
Installation Credit Card Meter	\$ _____	\$ _____
Credit Card Meter Software & Training	\$ _____	\$ _____
Shipping, Handling & Delivery to NJ	\$ _____	\$ _____

**CREDIT CARD METER
MAINTENANCE FEES:**

	Unit Cost	Total Cost
Monthly Meter Software & Communication	\$ _____	\$ _____
Monthly CC Meter Hardware Maint. Yr. 2	\$ _____	\$ _____
Monthly CC Meter Hardware Maint. Yr. 3	\$ _____	\$ _____
Monthly CC Meter Hardware Maint. Yr. 4	\$ _____	\$ _____
Monthly CC Meter Hardware Maint. Yr. 5	\$ _____	\$ _____

CREDIT CARD TRANSACTION FEES:

	Per Transaction & Bulk Fees
Meter Credit Card <i>Per Transaction</i> Gateway Fee	\$ _____
Meter Credit Card <i>Monthly</i> Bulk Transaction Gateway Fee	\$ _____
Meter Credit Card <i>Per Transaction</i> Processing Fee	\$ _____
Meter Credit Card <i>Monthly</i> Bulk Transaction Processing Fee	\$ _____

OPTIONAL PURCHASE:

	Unit Cost	Total Cost
Purchase Vehicle Sensor	\$ _____	\$ _____
Installation Vehicle Sensor	\$ _____	\$ _____
Vehicle Sensor Software	\$ _____	\$ _____
Monthly Sensor Software & Comm. Fees	\$ _____	\$ _____

OPTIONAL PAYMENT METHOD:

	Unit Cost	Total Cost
NFC/Contactless Payment	\$ _____	\$ _____

Dual Space Meters:

Quantity: 1500 +/-

DUAL SPACE METERS TO BE PURCHASED OVER A TWO YEAR PERIOD AND PAID FOR AS PURCHASED BY NJPC MEMBER PURCHASE ORDERS:

CREDIT CARD METERS

	Unit Cost	Total Cost
Purchase Credit Card Meter	\$ _____	\$ _____
Installation Credit Card Meter	\$ _____	\$ _____
Credit Card Meter Software & Training	\$ _____	\$ _____
Shipping, Handling & Delivery to NJ	\$ _____	\$ _____

CREDIT CARD METER MAINTENANCE FEES:

	Unit Cost	Total Cost
Monthly Meter Software & Communication	\$ _____	\$ _____
Monthly CC Meter Hardware Maint. Yr. 2	\$ _____	\$ _____
Monthly CC Meter Hardware Maint. Yr. 3	\$ _____	\$ _____
Monthly CC Meter Hardware Maint. Yr. 4	\$ _____	\$ _____
Monthly CC Meter Hardware Maint. Yr. 5	\$ _____	\$ _____

CREDIT CARD TRANSACTION FEES:

	Per Transaction & Bulk Fees
Meter Credit Card <i>Per Transaction</i> Gateway Fee	\$ _____
Meter Credit Card <i>Monthly Bulk Transaction</i> Gateway Fee	\$ _____
Meter Credit Card <i>Per Transaction</i> Processing Fee	\$ _____
Meter Credit Card <i>Monthly Bulk Transaction</i> Processing Fee	\$ _____

VEHICLE SENSOR OPTIONAL PURCHASE:

Printed or Typed Name

Title

Vendor's Federal ID Number

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said Vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

(REVISED 4/10)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
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 Vendor agrees as follows:

The Vendor or subVendor, where applicable, will not discriminate against any employee or applicant 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 Vendor 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 Vendor 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 Vendor or subVendor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor or subVendor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subVendor, 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 Vendor or subVendor 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 Vendor or subVendor 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 agency which engages in direct or indirect discriminatory practices.

The Vendor or subVendor 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 Vendor or subVendor 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.

EXHIBIT A (Cont)

The Vendor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The Vendor and its subVendors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The Vendor and the Parking Authority of the City of New Brunswick, (hereafter "NJPC") 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 NJPC pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subVendors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the NJPC in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the NJPC, 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 Vendor 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 NJPC's grievance procedure, the Vendor agrees to abide by any decision of the NJPC which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the NJPC, or if the NJPC incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

EXHIBIT C
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Proposer:** _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE OBXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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 New Jersey Department of the 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 above for which I am authorized to submit a proposal:

PLEASE CHECK THE APPROPRIATE BOX:

- is not providing goods or services of \$20,000,000 or more in the energy sector 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 sector of Iran,
AND
- 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 sector 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 New Jersey Turnpike Authority 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 a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____
Description of Activities: _____ _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Proposer Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____