



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

**REQUEST FOR PROPOSAL**

**FOR THE PROVISION OF CLEANING SERVICES**

**DUE DATE: July 22, 2022, at 1:00 p.m.**

**Issued by:**

**New Brunswick Parking Authority**

## **COMMERCIAL OFFICE AND ELEVATOR CLEANING SERVICES**

### **INVITATION TO BID**

Notice is hereby given that sealed bids will be received by the New Brunswick Parking Authority, City of New Brunswick, County of Middlesex, State of New Jersey, on Friday, July 22, 2022, at 1:00 p.m. prevailing time at the New Brunswick Parking Authority administrative offices, 106 Somerset Street, Floor 6, New Brunswick, NJ 08901, at which time and place bids will be opened and read in public.

Specifications and other bid information may be obtained at the New Brunswick Parking Authority, 106 Somerset Street, Floor 6, New Brunswick, NJ 08901 between the hours of 9:00 a.m. and 4:00 p.m. or may be downloaded from the New Brunswick Parking Authority's website on the Public Bids page (<https://www.njnbpa.org/public-bids>).

Bidders are required to comply with the requirements of N.J.SA 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Jimmy Le, Purchasing Agent  
Matthew Kennedy, Executive Director

## **INTRODUCTION**

### **Overview**

The New Brunswick Parking Authority ("Authority") is seeking proposals from qualified vendors to provide comprehensive commercial cleaning services for its administrative offices, located at 106 Somerset Street, Floor 6, New Brunswick, New Jersey 08901, for cleaning the Wellness Plaza lobby, located at 100 Kirkpatrick Street, New Brunswick, New Jersey, 08901, and for cleaning various parking facility elevators located within a ten-block radius in downtown New Brunswick. The term of the contract will be for a period of one year with an option to renew by the Authority for two additional one-year periods. Contractors must be licensed, bonded, and insured. Specifications of the daily, weekly, and monthly services to be provided by the successful contractor are detailed in the Technical Specifications that follow.

## **TECHNICAL SPECIFICATIONS**

### **I. Gateway Office Cleaning Scope of Service 106 Somerset Street, 6<sup>th</sup> Floor.**

#### **A. Areas to be serviced**

1. Entryways
2. Reception Area
3. Waiting Area
4. Private Offices
5. Open Workspace Areas
6. Conference Rooms
7. Restrooms
8. Kitchen Areas and Break Room

#### **B. Time services are to be performed**

1. The cleaning services described above are to be performed between the hours of 5:00 p.m. and 9:00 p.m. Vendor must notify Parking Services (732-667-8100) when it arrives and when it departs.

## C. Daily service schedule (weekdays only)

1. Services to be performed daily for the general reception area, private waiting area, private office areas, conference rooms, open workspace areas
  - a) Clean inside and outside of entry door glass, keeping it free from fingerprint and smudge marks.
  - b) Wipe and clean reception countertop area.
  - c) Wipe and clean conference room tabletops.
  - d) Clean interior glass, keeping inside and outside surfaces free from fingerprints and smudge marks.
  - e) Dust all furniture, including but not limited to chairs, credenzas, tables, and cabinets.
  - f) Vacuum carpeted areas.
  - g) Dust mop and wet mop hard flooring areas.
  - h) Empty all trash cans and recycling bins and remove each waste type to designated areas.
2. Services to be performed daily for the kitchen areas and break room
  - a) Wipe and sanitize sink and clean tabletops, chairs, countertops, and cabinet faces.
  - b) Wipe and clean inside and outside of microwave and toaster ovens.
  - c) Dust mop and wet mop hard flooring area.
  - d) Wipe and clean water cooler and drip catch.
  - e) Empty trash and recycling containers and remove each waste type to its designated area.
  - f) Empty coffee machines and wipe clean their exterior surfaces.
  - g) Return chairs, furniture, and waste containers to proper positions.
3. Services to be performed daily for the restrooms
  - a) Restock all supplies as needed.
  - b) Dust mop and sanitize hard floor surfaces.
  - c) Clean and sanitize sinks, counters, and restroom fixtures including toilet bowls, toilet seats, and urinals.
  - d) Clean and polish mirrors, glass, and chrome.
  - e) Empty trash containers and remove trash to the designated area.

## D. Weekly and monthly service schedule

1. Services to be performed weekly
  - a) Dust partitions and miscellaneous fixtures.
  - b) Dust window ledges and low reach areas.
  - c) Dust and remove debris from metal entrance thresholds.
2. Services to be performed monthly
  - a) Dust high reach areas including shelves, ledges, vents, and HVAC grills.
  - b) Clean baseboards, carpet edges, and corners.
  - c) Vacuum upholstered furniture.

## II. Wellness Plaza Lobby Cleaning Scope of Service 100 Kirkpatrick Street

### A. Areas to be serviced

1. Entryway
2. 1<sup>st</sup> floor lobby
3. 2<sup>nd</sup> floor lobby
4. Lobby stairs

### B. Services to be provided each visit

1. Clean inside and outside of entry door glass, keeping it free from fingerprint and smudge marks.
2. Clean 1st floor interior window glass, keeping it free from fingerprints and smudge marks (up to 8 feet above floor level).
3. Vacuum carpeted areas.
4. Dust mop and wet mop hard flooring areas.
5. Empty all trash and recycling containers and remove waste to designated areas.
6. Dust window ledges and low reach areas.

### C. Time services are to be performed

1. Wednesday, 9 a.m. to 12 noon and/or 6 p.m. to 9 p.m.  
Vendor must notify Parking Services (732-667-8100) when it arrives at each location and when it is finished.

### III. Commercial Elevator Cleaning

#### A. Elevator cleaning locations

(Locations to be Serviced, Address, Number of Elevators and Levels)

1. Gateway Transit Village, 106 Somerset Street, 5 Elevators, 10 Levels
2. Wellness Plaza, 100 Kirkpatrick Street, 4 Elevators, 9 Levels
3. Paterson Street Deck, 124 Paterson Street, 2 Elevators, 7 Levels
4. Plum Street Deck, 20 Plum Street, 3 Elevators, 11 Levels
5. Church Street Deck, 90 Church Street, 1 Elevator, 5 Levels
6. Morris Street Deck, 70 New Street, 2 Elevators, 6 Levels
7. New Street Deck, 134 New Street, 2 Elevators, 6 Levels

#### B. Services to be provided each visit

1. Clean/polish elevator exterior doors and frames (each floor) with stainless steel cleaner
2. Clean/polish interior glass
3. Clean/polish interior walls and ceiling with stainless steel cleaner or other NBPA-approved cleaner
4. Floors swept and mopped, removing any debris (gum, black marks, etc.)
5. Clean door tracks

#### C. Time services are to be performed

1. Monday, Wednesday, and Friday
2. 9 a.m. to 12 noon and/or 6 p.m. to 9 p.m.

Vendor must notify Parking Services (732-667-8100) when it arrives at each location and when it is finished.

## QUESTIONS, CLARIFICATIONS, AND INQUIRIES

The Parking Authority of the City of New Brunswick shall accept questions, requests for clarifications, and inquiries from all potential bidders. Questions, requests for clarifications, and inquiries must be received in writing by Wednesday, July 13, 2022 at 12:00 noon for a response. Addendums will be issued to all known potential respondents and will also be published on the NBPA website on the Public Bids page (<https://www.njnbpa.org/public-bids>). It is the responsibility of the respondent to check the website frequently to determine if any addendums have been issued. Proposals must be submitted as detailed in the proposal packet.

Please address your questions, requests for clarification, and inquiries to:

Jimmy Le, Purchasing Agent  
New Brunswick Parking Authority  
106 Somerset Street, Floor 6  
New Brunswick, NJ 08901  
[jle@njnbpa.org](mailto:jle@njnbpa.org)

## GENERAL PROPOSAL SUBMISSION REQUIREMENTS

- 1. Insurance** - The vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the Project Coordinator evidencing the required insurance coverage is in effect prior to the commencement of performance of service hereunder, and shall maintain such insurance from the time vendor commences performance of services hereunder until the completion of such service, The Authority shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend, and hold harmless the Authority and its authorized agents, officers, volunteers, and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the Authority or vendor on account of any claim therefor. To accomplish the indemnification herein provided for, but without limiting vendor's liability, the vendor shall secure and maintain throughout the term of the contract the following types of insurance with at least the limits shown.

**Worker's Compensation** - A program of worker's compensation insurance or a state approved insurance program in the amount and form to meet all applicable requirements of the Labor Code of the State of New Jersey, including employer's liability covering all persons providing services on behalf of the vendor and all risks to such persons under the agreement.

**Automotive Liability Insurance** - Coverage must include automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Commercial General Liability - The policy shall include contractual, completed operation coverage with a minimum of one million dollars (\$1,000,000) per occurrence.

2. Litigation/Arbitration List - Please list on a separate page all litigation or arbitration commenced by or against your company within the last 7 years. Identify the parties, the date commenced, a brief description of the claim, and the court or forum in which the claim was adjudicated and resolution/status. Provide proof of existing levels of product liability insurance.
3. Omissions - The firm recognizes that the Authority is not in the business of preparing specifications, and any omissions in this Request for Proposal must be strictly addressed by the firm with the submittal of its proposal.
4. Compliance with Other Prevailing Laws - The firm shall comply with all current federal and state nondiscrimination and equal opportunity laws and policies and agrees to not hold the Authority liable for any inadvertent action by the firm which conflicts with such statutes and/or policies.
5. Withdrawal of Proposals - Any proposal may be withdrawn until the date and time stated above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer to sell to the Authority the services indicated for a period of ninety (90) days, or until one or more of the proposals have been accepted by the Authority, whichever occurs earlier.
6. Statement of Corporate Ownership - Attachment 1 to be completed and returned.
7. EEO/ Affirmative Action "Exhibit A" - Attachment 2 must be reviewed, may be completed and returned. However, each Bidder shall submit to the Authority, after notification of award but prior to execution of a contract, one of the following three documents:
  1. A photocopy of a valid letter that the contractor 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 Employee Information Report, issued in accordance with NJAC 17:27-4; or
  3. A photocopy of an Employee Information Report (Form M302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with NJAC 17:27-4.
8. Americans with Disabilities Act of 1990 - Attachment 3 to be reviewed.
9. Business Registration Certificate - Respondent must provide NJ State Division of Revenue issued Business Registration Certificate prior to award of the contact.
10. Acknowledgement of Receipt of Addenda - Attachment 4, to be completed and returned with Bid.
11. Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC) - Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to NJSA 19:44A-20,27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
12. Disclosure of Investment Activities in Iran form to be completed and returned with bid.



## **SPECIFIC PROPOSAL DOCUMENT REQUIREMENTS**

1. All proposals shall be submitted by 1:00 p.m. on Friday, July 22, 2022 to the following address:

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

No proposals will be accepted after 1:00 p.m. Proposals received after 1:00 p.m. will be returned unopened to sender. It is the respondent's responsibility to ensure the proposal is submitted on time.

2. Submit proposals in a sealed envelope visibly marked "Commercial Office and Elevator Cleaning Services Proposal, 1:00 p.m. on Friday, July 22, 2022." On the Bid Proposal Form below, which should be completed in its entirety, the "Total Project Cost" is required for Year 1, Year 2, and Year 3, and should include all costs associated with this project for each year.

## Bid Proposal Form

The New Brunswick Parking Authority is seeking proposals to provide Commercial Office and Elevator Cleaning Services. Detailed office cleaning services are to be provided on a daily, weekly, and monthly schedule, and detailed elevator cleaning services are to be provided three (3) times per week. The NBPA reserves the right to remove any items listed below to satisfy the needs of the Authority.

The undersigned bidder agrees to furnish and deliver the above goods and services pursuant to the details provided in the bid specifications and made a part hereof.

### 1. Gateway Office Cleaning

List price per month to provide all daily, weekly, and monthly office cleaning services specified:

| Year   | Monthly Rates | Yearly Total |
|--------|---------------|--------------|
| Year 1 | \$            | \$           |
| Year 2 | \$            | \$           |
| Year 3 | \$            | \$           |

### 2. Wellness Lobby Cleaning

List price per month to provide all weekly lobby cleaning services specified:

| Year   | Monthly Rates | Yearly Total |
|--------|---------------|--------------|
| Year 1 | \$            | \$           |
| Year 2 | \$            | \$           |
| Year 3 | \$            | \$           |

**3. Commercial Elevator Cleaning**

List price per year to provide all thrice-weekly elevator cleaning services specified:

|  | Number of Elevators | Number of Levels | Year 1 | Year 2 | Year 3 |
|--|---------------------|------------------|--------|--------|--------|
| <b>Gateway Village<br/>106 Somerset St.</b>        | 5                   | 10               | \$     | \$     | \$     |
| <b>Wellness Plaza Deck<br/>100 Kirkpatrick St.</b> | 4                   | 9                | \$     | \$     | \$     |
| <b>Paterson St. Deck<br/>124 Paterson St.</b>      | 2                   | 7                | \$     | \$     | \$     |
| <b>Plum Street Deck<br/>20 Plum St.</b>            | 3                   | 11               | \$     | \$     | \$     |
| <b>Church Street Deck<br/>90 Church St.</b>        | 1                   | 5                | \$     | \$     | \$     |
| <b>Morris Street Deck<br/>70 New St.</b>           | 2                   | 6                | \$     | \$     | \$     |
| <b>New Street Deck<br/>134 New St.</b>             | 2                   | 6                | \$     | \$     | \$     |
| <b>Total Cost:</b>                                 |                     |                  | \$     | \$     | \$     |

**4. Total Project Cost**

| Year 1 | Year 2 | Year 3 |
|--------|--------|--------|
| \$     | \$     | \$     |

**Bid Tabulation**

**YEAR 1**

Commercial office cleaning monthly cost \$ \_\_\_\_\_  
Wellness lobby cleaning monthly cost \$ \_\_\_\_\_  
Elevator cleaning monthly cost \$ \_\_\_\_\_  
  
Total monthly cost \$ \_\_\_\_\_  
Total yearly cost \$ \_\_\_\_\_

**YEAR 2**

Commercial office cleaning monthly cost \$ \_\_\_\_\_  
Wellness lobby cleaning monthly cost \$ \_\_\_\_\_  
Elevator cleaning monthly cost \$ \_\_\_\_\_  
  
Total monthly cost \$ \_\_\_\_\_  
Total yearly cost \$ \_\_\_\_\_

**YEAR 3**

Commercial office cleaning monthly cost \$ \_\_\_\_\_  
Wellness lobby cleaning monthly cost \$ \_\_\_\_\_  
Elevator cleaning monthly cost \$ \_\_\_\_\_  
  
Total monthly cost \$ \_\_\_\_\_  
Total yearly cost \$ \_\_\_\_\_

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Signature of Authorized Agent**

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Type or Print Name**

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

**New Brunswick Parking Authority**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

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

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

Title: \_\_\_\_\_

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

**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 contractor 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 contractor 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 contractor 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: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **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 contractor agrees as follows:

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO 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 contractor and the Parking Authority of the City of New Brunswick (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

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

**Part II**

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

**OR**

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

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

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
|                                       |  |
|                                       |  |
|                                       |  |
|                                       |  |

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

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

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the New Brunswick Parking Authority is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the New Brunswick Parking Authority to notify the New Brunswick Parking Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the New Brunswick Parking Authority, permitting the New Brunswick Parking Authority to declare any contract(s) resulting from this certification void and unenforceable.

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

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly  
sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_,  
(title of bid proposal) and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the New Brunswick Parking Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by  
\_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

# Registering A Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

**To register:** Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at [www.nj.gov/treasury/revenue/revprnt.htm](http://www.nj.gov/treasury/revenue/revprnt.htm).
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit [www.nj.gov/treasury/revenue/filecerts.htm](http://www.nj.gov/treasury/revenue/filecerts.htm), or call 609-292-9292.

**Registering as an individual:** There is a simplified registration process for individuals doing business with any New Jersey government agency. The form (NJ-REG-A) may be on the back of this form. If not, it can be downloaded from the web at [www.nj.gov/treasury/revenue/pdfforms/rega.pdf](http://www.nj.gov/treasury/revenue/pdfforms/rega.pdf). To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

**Questions about the registration process?** Call 609-292-1730 or submit by e-mail at [www.nj.gov/treasury/revenue/revcontact.html](http://www.nj.gov/treasury/revenue/revcontact.html).

## How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online - Item 17; Paper Form - Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebing Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

**What information does the proof of registration contain?** The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

## **PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

### **FAILURE TO CHECK EITHER BOX 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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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 party.

### **PLEASE CHECK EITHER BOX:**

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

### **OR**

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

### **Part 2**

### **PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

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

### **PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.**

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

Relationship to Bidder/Vendor: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Vendor: \_\_\_\_\_

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 below-referenced person or entity. I acknowledge that the New Brunswick Parking Authority is relying on the information contained herein and

thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the New Brunswick Parking Authority to notify the New Brunswick Parking Authority 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 agreements(s) with the New Brunswick Parking Authority and that the New Brunswick Parking Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

Bidder/Vendor: \_\_\_\_\_