



**NOTICE OF ISSUANCE OF ADDENDUM #2
METUCHEN PARKING AUTHORITY
METUCHEN, NEW JERSEY
REQUEST FOR PROPOSALS
PARKING MANAGEMENT SERVICES**

Notice is hereby given that Addendum #2 to the Request for Proposals for Parking Management Services is hereby issued. The purpose of the Addendum is to clarify the following:

1. What type of documentation is required to be disclosed to the town in terms of background checks?

The Operator will be responsible for conducting any background checks as determined by Operator to ensure that the Operator employees are fit to perform the required tasks in alignment with parking management standards.

2. Referring to Section A-17 of the scope of service, what exactly are we required to perform in the way of security cooperation?

The Operator is required to provide regular patrols through all facilities two times per day, providing customer service and promptly reporting undesirable or unsafe activity to the Metuchen Police Department when necessary. See Section B-7 of Scope of Services in the RFP.

3. How is LPR being leveraged on the enforcement side? Which LPR enforcement system is being used? In other words, who is the vendor for the LPR enforcement integration?

There was an erroneous reference to LPR in the RFP Table of Contents. Please ignore the reference to LPR.

The Metuchen Police Department will be researching and potentially procuring a mobile LPR technology for parking enforcement in the near future. Presently there is no LPR system being used for enforcement.

4. Can we charge an issuance fee directly to the end user per permit issuance?

No.

5. If permitting is flowing through the LPR enforcement system, for what reason are printed permits required?

See response to Question 3.

6. Is there a desired redundancy on the permitting with LPR in addition to printed, dashboard displayed permits?

See response to Question 3.



7. Section D-11 of the scope of services indicates that the “MPA will own the digital permitting system at the end of the 5-year contract.” Could you provide greater detail on this provision? Does this mean simply the rights to the data we collect as part of our administration of the permitting system?

It is the intent of the MPA to own the permitting system at the end of the contract and to assume any recurring costs of the system thereafter. The MPA will be able to access, control and have the rights to all aspects of the digital permitting system at the end of the contract, including any accounts and data collected.

8. Could you provide an itemized list of events per year and the approximated vehicle volume per event?

Please note that special events may or may not require additional staffing by the Operator. Any additional costs associated with the Operator staffing for special events will be a pass-through expense and should not be included in the RFP proposal budget.

9. Could you provide greater detail on the meaning of “compatibility to the Borough/MPA’s website”? Does this simply mean the ability of vendor to embed a link onto the website?

Yes.

10. Could you describe in greater detail the processes currently in place for issuing as well as enforcing permits?

Permit applications can be made on the MPA website. Once submitted, the applicant is contacted by the MPA Permit Clerk to determine availability and provide residency documentation if required. Once availability is determined, the applicant then makes payment normally by check or cash. The MPA has contracted with Official Payments enabling permit holders to make credit card or e-check payments online via a link from the MPA’s website. Permits are issued quarterly by lot in the form of hangtags that permit holders receive by mail or pick up at the Borough Hall.

Permits are enforced by Parking Enforcement Officers who monitor each parking lot Monday through Saturday.

11. Can you describe the special event rates currently being charged?

There is currently no specific fee for event parking.

12. Can you describe which lots within the portfolio are assigned for special event parking on event days?

The Halsey Street lot is used for most special event parking.



13. How many total light fixtures are there per facility and in total throughout the entire parking portfolio?

- **Halsey St. lot – 4 poles with one light fixture each. Perimeter of lot, 5 poles with one light fixture each. Total lights – 9.**
- **South Main St. lot – 1 pole with 2 light fixtures. Total lights – 2.**
- **New St. lot – 2 poles with 2 light fixtures each. Total lights – 4.**
- **Station Pl. lot – 2 poles with 1 light fixture each. Total lights – 2.**
- **Memorial Parkway lot – 3 poles with 1 light fixture each. Total lights – 3.**

Vendors should visit the facilities to confirm the number of light fixtures at each location.

14. Regarding the security service requirements in Section B-7 of scope of services, can this function be subcontracted?

Yes, as permitted in “Proof of Businesses Registration” and “Subcontractors” in the Statutory and Other Requirements section of the RFP.

15. Regarding Section B-7 in scope of services, wherein there are details of security duties, are these required to be performed by licensed security professionals? Or can regular parking administration personnel perform these duties?

No. Parking personnel can perform security walkthroughs of the facilities.

16. How many total on-street parking meters are there through the MPA portfolio?

There are 179 on-street electronic meters and 66 mechanical meters that only take pay-by-cell on-street.

17. Is there currently an agreement in place for regular maintenance of the on-street meters as well as the IPS pay stations? If so, could you provide detail?

No.

18. Will all costs related to the repair and maintenance of meters and pay stations be a pass-through expense? Or is that a cost to the operator/vendor?

Yes. All repair/maintenance expenses will be paid by the Metuchen Borough/MPA. See Section B-1 of Scope of Services of the RFP.

19. Bullet 3 of “Other Insurance Coverage” requires operator to have “automobile liability insurance.” Is the provision and maintenance of a vehicle a requirement of fulfilling the scope of services outlined in the RFP document?

No vehicle is required. However, if the Operator deems a vehicle necessary to undertake the parking management responsibilities outlined in the RFP, the cost of the vehicle allocable to the MPA operations should be included in the Proposal Budget.



20. Is the operator required to provide general liability insurance sufficient to cover all parking spaces, both on-street and off-street? Just off-street? Please clarify.

No. The Operator is required to provide general liability insurance to cover its performance, acts or omissions as set forth in Section II-B of the RFP.

21. What is entailed in the 30-day transition operating expense (fixed cost) in Exhibit Q of the RFP document?

The estimated cost of the Operator to interact with the MPA to effectuate the transition of management services.

22. Can you please reshare all current and historical financial statements included in the RFP (e.g. "Profit and Loss Prev Year Comparison YTD")? They are difficult to read as is.

Yes. Please see the updated exhibits attached hereto.

23. The Profit & Loss Report on page 47 (electronic page) is hard to read (blurry). Would the parking authority be able to provide the report in the original format?

See response to Question 22.

24. Exhibits A, B, C, D, E, F, G, H, and I are hard to read (blurry). Would the City be able to provide the exhibits in the original format?

See response to Question 22.

25. Will the Parking Authority provide office space for operator staff?

Yes. A shared office space for one (1) person will be provided in Metuchen Borough Hall during normal business hours.

26. Will the Parking Authority provide a vehicle for meter and maintenance tasks?

No.

27. If yes, what type of vehicle(s) will be provided?

See response to question 26.

28. The RFP indicates Metuchen Borough will continue to perform enforcement duties. What enforcement/citation management solution is the parking authority using today for citation issuance and processing?

Please note, the Operator will have no responsibility with regards to parking enforcement/citation management. The Operator will interact with enforcement staff and the Police Department with regards to enforcement strategies, recommendations and customer service related to citations.

29. Who (Metuchen Borough or Operator) will be the Merchant of Record (responsible for processing credit cards)?

The MPA will be the Merchant of Record.



30. Metuchen Borough is requesting the operator provide regular patrols providing security to the parkers. Does the Borough require the patrols be performed by a licensed security company?

See response to Question 15.

31. Is the Park Smarter App generally available or have issues been reported by parkers?

The Park Smarter App is available for payment for on-street meters and off-street pay stations.

32. Does the Borough have an inventory of spare parts for the IPS single and multi-space meters?

Yes. See below:

Meter Parts

- 13 reconditioned meters
- 4 spare meters (new)
- 11 meters out for servicing at IPS
- 16 meter bases
- 20 new meter poles
- 4 battery chargers
- 18 backup batteries
- 12 mechanical (non IPS) meter domes
- 50 (non IPS) meter holders & brackets

Pay Station/Kiosk Parts

- 1 – 1x16 US Key Pad Complete
- 1 MSZ EMU Card Reader
- 1 Pay by Plate Key Pad Assembly
- 1 Thermal Printer with IPS cover
- 32 Meter Reader Cards
- 1 Battery Charger, Battery Charger Assembly
- 14 Rolls of Kiosk paper

33. What is the percentage of paid parking by the Park Smarter app, single space meters and multi-space meters?

In January 2024, 51.3% of transient parking (excluding the Pearl Street Garage) was paid for through the Park Smarter app.

34. What are the MPA's priorities and key performance indicators for the management of the parking system over the contract term? How will the success of the operator be evaluated annually?

The MPA seeks a qualified Operator to provide quality parking management services as outlined in the Scope of Services of the RFP including strong customer service and response to parking patron issues and complaints, appropriate maintenance of the parking payment equipment, and recommendations and potential implementation of municipal parking



management best practices. The Operator's performance will be monitored consistently through the length of the contract by the MPA.

35. Will the MPA consider a revenue-sharing model where the operator's management fee is partially based on achieving annual revenue targets set by the MPA?

Yes. However, the proposal must include a set management fee. Be advised that the MPA will have full control of the setting of parking rates.

36. How many full-time staff does the MPA currently employ for parking collections and administration? Will the employees be retained by MPA or will they be absorbed by the new operator. What are the anticipated staffing changes during the transition period?

There are currently two (2) part-time employees. There will be no employees retained by the MPA or MPA employees absorbed by the Operator. The MPA will retain their staffing during the transition period. See the response to Question 54.

37. Can you provide the meter and pay station condition and estimated remaining useful life?

No. Respondents should inspect existing equipment on-street and in the lots.

38. What type of meters are the non-IPS meters?

Be advised that non-IPS meters are non-functional. Payment at these meters is only through the Park Smarter app (no coins, no credit card). The meter housing has a Park Smarter decal/sticker. There is no meter maintenance responsibility associated with these meters.

39. What is the process for handling disputes and appeals related to parking citations? Will the operator have any role in administrative hearings or should we plan to provide customer service and data only?

The Operator will provide preliminary customer service and respond to any complaints / issues regarding parking tickets and communicate with parking enforcement and police personnel. All formal disputes and appeals will be handled by the Metuchen Police Department and Municipal Court.

40. What capital projects, if any, does the MPA anticipate for the parking system over the next 5 years that would impact operations? How will these be coordinated with the operator?

The MPA anticipates repaving of 3-4 surface lots and the possible installation of EV charging stations over the next 5 years. All projects will be coordinated with the Operator.

41. Are there limits on the number of permits to be issued/sold for each lot? Is there a waiting list? Any planned changes during the contract term?

There are waiting lists for some lots, so the Operator must monitor the usage of permits and administer additional permits as necessary.

42. Are there any unique local ordinances or policies related to parking that the operator should be aware of when developing our management plan and budget?



See the Metuchen Borough website for parking ordinances.

43. Are NJ Transit permits to be sold by the winning bidder? Or are they sold by NJ Transit directly?

The two NJ Transit lots are daily parking only. No permits are sold.

44. Is there currently overnight enforcement? If not, is the plan to include moving forward?

There is no current overnight enforcement.

45. Which (if any) Metuchen businesses receive discounted or free parking at the locations included in the RFP?

Free parking is not provided to any Metuchen businesses. A discounted permit rate is available for Metuchen residents and business owners at the following lots:

- **Pennsylvania Avenue (\$270/quarter)**
- **Station Place (\$270/quarter)**
- **Halsey Street (\$165/quarter)**

46. Can you please verify the location of the South Main lot? Is it the location indicated as "J" on the location map? If so, are these spaces physically connected to the Halsey Street lot (location "A")?

The South Main lot is located at 183 Main Street. An updated map with the correct location will be available on the MPA website before the start of the contract.

47. At what point does the NJ Transit North lot end and the Pennsylvania Avenue lot begin?

The boundary of the NJ Transit North lot and the Pennsylvania Avenue lot is located at the ADA-accessible ramp to the platform on Pennsylvania Avenue.

48. Will there be a valet component to any event parking?

Presently there is no municipal valet operation.

49. How many spaces are allocated for NJ Transit employees in both NJ Transit lots? Are they notated/include signage showing such?

There are 6 spaces designated for NJ Transit employees in the south (northbound) transit lot. These spaces are delineated by NJ Transit signage.

50. Will the winning bidder have an office in Metuchen? What are the expectations for being on-site versus remote?

Yes, see response to Question 25. The Operator will be expected to be on site for 16 hours weekly. In addition, until a digital permitting system is implemented, an on-site permit clerk will be needed for a minimum of 20 hours weekly.

51. Can you please provide specifications/scope for meter maintenance?

- **Conduct daily visual inspections checking status indicator lights (red, green, etc.), screen displays, and payment information stickers.**
- **Replace batteries as needed.**



- **Replace paper in pay station kiosks as needed.**
- **Troubleshoot parking equipment malfunctions and replace defective parts. Meter technicians must ensure that pay stations and meters are operational 95% of the time.**
- **Escalate issues to IPS Technical Support when needed.**
- **Maintain appropriate records, logs, and reports through IPS Software (DMS)**
- **Create an RMA ticket through IPS Software (DMS) for meters that will need further maintenance work.**

52. Can a digital P&L please be provided?

See response to Question 22.

53. How many vehicles are required to perform the services for this contract?

See response to Question 19.

54. Please provide a current staffing schedule by position and hours.

The current staffing schedule includes:

Permit clerk (MPA) – 26.5 hours/week.

On-site manager (MPA) – 15 hours/week.

Meter Technicians / Maintenance (Borough of Metuchen) – 20 hours/week.

55. Are you able to provide original documents for Exhibits A-I and L? The copies provided in the RFP appear to be scanned and are difficult to read.

See response to Question 22.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

Exhibit A Continued:

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods¹ and services contract, one of the following three documents:

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

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

Business Name:

Business Owner Name (print):

Business Owner Signature:

Date:

EXHIBIT B

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

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

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

Business Name:

Business Owner Name (print):

Business Owner Signature:

Date:

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER, or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

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

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

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

Business Name (Print):

Representative's Name (Print):

Representative's Title:

Representative's Signature:

Phone:

Date:

EXHIBIT D

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

PART I - Please indicate the type of business organization:

_____ Sole Proprietorship (skip Parts II & III, execute certification in Part IV)

_____ Non-Profit Corporation (skip Parts II & III, execute certification in Part IV)

_____ For-Profit Corporation (any type)

_____ Limited Liability Company (LLC)

_____ Partnership

_____ Limited Partnership

_____ Limited Liability Partnership (LLP)

_____ Other (be specific): _____

PART II

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

OR

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

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

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

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

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

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

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

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

PART IV - Certification

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

Name (Print):

Title:

Signature:

Date:

NOTARY

Subscribed and sworn before me this

_____ day of _____ 20_____

Affiant

Notary Public

Print Name/Title

EXHIBIT E

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to the Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

Respondent/Offeror: _____

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

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MPA to notify the MPA 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 MPA of Mount Olive, New Jersey and that the MPA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (print): _____ Signature: _____

Title: _____ Date: _____

EXHIBIT F

NON COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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

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

I am _____ of the firm of _____
(title or position) (name of firm)

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

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

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

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

Subscribed and sworn to
before me this day

_____, 20__

(Type or print name of affiant under signature)

Notary Public of

My Commission expires _____ 20__

EXHIBIT G

METUCHEN PARKING AUTHORITY
RFP DOCUMENT CHECKLIST

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

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

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

Company Name: _____

Full Name (Print): _____

Signature: _____

Title: _____

Contact Phone Number: _____

Contact Email: _____

EXHIBIT H

METUCHEN PARKING AUTHORITY

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____

(Name of Respondent)

By: _____

(Signature of Authorized Representative)

Name: _____

(Print or Type)

Title: _____

Date: _____

EXHIBIT I

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS

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

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

1. Goods, Professional Services and General Service Contracts

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

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

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

The following questions must be answered by all Respondents:

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

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

Company _____ Signature _____

Title: _____

EXHIBIT L

METUCHEN PARKING AUTHORITY
Profit & Loss Prev Year Comparison YTD

8:43 AM

10/02/23

Accrual Basis

January 1 through October 2, 2023

Ordinary Income/Expense	Jan 1 - Oct 2, 23	Jan 1 - Oct 2, 22	\$ Change	% Change
Income				
Center St. Lot Pay Station	2,470.08	0.00	2,470.08	100.0%
Station Lot 6 Park Smarter	7,371.92	0.00	7,371.92	100.0%
Station Lot 6 Park Smarter and	1,492.28	0.00	1,492.28	100.0%
40010 · Revenue - Center Street				
40012 · Center St - Permits	18,385.20	18,145.00	240.20	1.3%
40010 · Revenue - Center Street - Other	270.00	165.00	105.00	63.6%
Total 40010 · Revenue - Center Street	18,655.20	18,310.00	345.20	1.9%
40020 · Revenue - Halsey Street				
40022 · Halsey St - Permits	99,438.20	90,924.20	8,514.00	9.4%
40023 · Halsey Street - Meters	4,377.19	3,997.58	379.61	9.5%
40024 · Halsey St - Park Smarter	14,149.94	7,099.33	7,050.61	99.3%
Total 40020 · Revenue - Halsey Street	117,965.33	102,021.11	15,944.22	15.6%
40030 · Revenue - New Street				
40032 · New Street - Permits	33,166.60	33,356.00	-189.40	-0.6%
40034 · New Street - Meters	7,915.66	8,877.06	-961.40	-10.8%
40035 · New Street - Park Smarter	15,070.54	2,626.78	12,443.76	473.7%
Total 40030 · Revenue - New Street	56,152.80	44,859.84	11,292.96	25.2%
40050 · Revenue - Penn Avenue				
40052 · Penn Avenue - Permits	55,369.12	52,775.30	2,593.82	4.9%
40054 · Penn Avenue - Meters	3,399.37	2,699.87	699.50	25.9%
Total 40050 · Revenue - Penn Avenue	58,768.49	55,475.17	3,293.32	5.9%
40055 · Revenue-West Amboy - Permits				
40056 · West Amboy - Permits	969.00	165.00	804.00	487.3%
Total 40055 · Revenue-West Amboy - Permits	969.00	165.00	804.00	487.3%
40060 · Revenue - RR Plaza North				
40064 · RR Plaza North - Meters	12,460.09	16,187.19	-3,727.10	-23.0%
40066 · RR Plaza North - Park Smarter	27,743.38	30,802.78	-3,059.40	-9.9%
Total 40060 · Revenue - RR Plaza North	40,203.47	46,989.97	-6,786.50	-14.4%
40070 · Revenue - RR Plaza South				
40072 · RR Plaza South - Meters	13,964.74	21,535.80	-7,571.06	-35.2%
40074 · RR Plaza South - Park Smarter	43,900.50	42,641.23	1,259.27	3.0%
40070 · Revenue - RR Plaza South - Other	740.83	0.00	740.83	100.0%
Total 40070 · Revenue - RR Plaza South	58,606.07	64,177.03	-5,570.96	-8.7%
40080 · Revenue - South Main Street				
40082 · South Main Street - Permits	30,343.20	27,979.00	2,364.20	8.5%
40084 · South Main Street - Meters	899.14	1,898.18	-999.04	-52.6%
40086 · South Main Street-Park Smarter	420.33	320.33	100.00	31.2%
40080 · Revenue - South Main Street - Other	0.00	19.50	-19.50	-100.0%
Total 40080 · Revenue - South Main Street	31,662.67	30,217.01	1,445.66	4.8%
40090 · Revenue - Station Place				
40092 · Station Place - Permits	29,700.00	38,611.75	-8,911.75	-23.1%
40094 · Station Place - Meters	1,675.89	5,440.05	-3,764.16	-69.2%
40096 · Station Place - Park Smarter	8,567.41	7,052.01	1,515.40	21.5%
40090 · Revenue - Station Place - Other	0.00	270.00	-270.00	-100.0%
Total 40090 · Revenue - Station Place	39,943.30	51,373.81	-11,430.51	-22.3%
40100 · Revenue - Memorial Parkway				
40102 · Memorial Parkway - Permits	5,533.00	6,325.00	-792.00	-12.5%
Total 40100 · Revenue - Memorial Parkway	5,533.00	6,325.00	-792.00	-12.5%
40110 · Revenue - Center Street East				
40112 · Center Street East - Permits	30,636.20	33,854.00	-3,217.80	-9.5%
40110 · Revenue - Center Street East - Other	165.00	4,896.28	-4,731.28	-96.6%
Total 40110 · Revenue - Center Street East	30,801.20	38,750.28	-7,949.08	-20.5%
40120 · Revenue - Bike Lockers				
40122 · Bike Lockers - Permits	217.01	91.65	125.36	136.8%
40120 · Revenue - Bike Lockers - Other	110.00	0.00	110.00	100.0%
Total 40120 · Revenue - Bike Lockers	327.01	91.65	235.36	256.8%

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METUCHEN PARKING AUTHORITY

Profit & Loss Prev Year Comparison YTD

January 1 through October 2, 2023

	Jan 1 - Oct 2, 23	Jan 1 - Oct 2, 22	\$ Change	% Change
40200 · Meter Bag Rentals	385.00	1,000.00	-615.00	-61.5%
40210 · Duplicate Permit Fees	15.00	0.00	15.00	100.0%
40500 · Parking Refunds	-50.00	-220.00	170.00	77.3%
43000 · IPS Income	37,151.39	29,969.00	7,182.39	24.0%
45000 · Investment Income	0.00	80.77	-80.77	-100.0%
46090 · Other Miscellaneous Income	1,650.00	0.00	1,650.00	100.0%
47900 · Sales	0.00	305,555.00	-305,555.00	-100.0%
Total Income	510,073.21	795,140.64	-285,067.43	-35.9%
Gross Profit	510,073.21	795,140.64	-285,067.43	-35.9%
Expense				
5000.02 · Salaries - Maintenance	0.00	4,467.25	-4,467.25	-100.0%
5000.03 · Salaries - Administrative	39,476.31	37,839.41	1,636.90	4.3%
50020 · Shared Services - Boro	90,000.00	80,000.00	10,000.00	12.5%
50100 · Professional Fees				
50110 · Legal Fees	10,303.85	8,736.18	1,567.67	17.9%
Total 50100 · Professional Fees	10,303.85	8,736.18	1,567.67	17.9%
50200 · Office Expenses	8,501.04	17,641.76	-9,140.72	-51.8%
50210 · Payroll Service	4,700.41	0.00	4,700.41	100.0%
50250 · Telephone	2,049.98	1,866.13	183.85	9.9%
50350 · Utilities	842.97	0.00	842.97	100.0%
50510 · Pension - Employer Contrib	0.00	4,839.00	-4,839.00	-100.0%
50600 · Insurance	21,982.00	30,830.98	-8,848.98	-28.7%
50800 · IPS Fees	75,365.02	31,575.77	43,789.25	138.7%
51000 · Parking Lot Lighting	1,478.17	2,463.99	-985.82	-40.0%
51100 · Property Rentals	58,485.11	52,062.67	6,422.44	12.3%
51150 · Meter Maint & Replacement	1,372.65	1,733.91	-361.26	-20.8%
51250 · Parking Lot Maintenance	2,201.49	7,300.36	-5,098.87	-69.8%
52100 · Borough of Metuchen PILOT	166,666.66	166,666.66	0.00	0.0%
Total Expense	483,425.66	448,024.07	35,401.59	7.9%
Net Ordinary Income	26,647.55	347,116.57	-320,469.02	-92.3%
Net Income	26,647.55	347,116.57	-320,469.02	-92.3%