

COMMISSIONERS

—
HON. DANIEL RIVERA
CHAIRMAN

HON. DENISE RIDLEY
VICE CHAIR

—
DONALD R. BROWN
DOUGLAS CARLUCCI
ERMA D. GREENE
VICTOR NEGRON, JR.
—
DARWIN ONA



DIANA JEFFREY
EXECUTIVE DIRECTOR

—
JOSEPH P. BAUMANN, JR., ESQ.
GENERAL COUNSEL

—
STEVEN M. FULOP
MAYOR

**REQUEST FOR BIDS
FOR
RELOCATION SERVICES**

ISSUE DATE: OCTOBER 30, 2023

DUE DATE: NOVEMBER 21, 2023, 2:00 p.m.

**NOTICE OF
REQUEST FOR BIDS
FOR
RELOCATION SERVICES**

The Jersey City Redevelopment Agency (the “**JCRA**”) is seeking Bids from firms for special equipment/materials moving (the “**Services**”) in connection with the renovation of the historic Loew’s Jersey Theater (the “**Theater**”) located at 54 Journal Square Plaza in the City of Jersey City (the “**City**”). The intent of this Request for Bids (“**RFB**”) is to select a firm to provide the Services.

Bids for the Services (each, a “**Bid**”) will be received by the JCRA on **November 21, 2023** at **2:00 p.m.** prevailing time (the “**Submission Date**”). Bids should be submitted via email to Robert G. Napiorski at rnapiorski@jcnj.org and Jesamil Lozano at JLozano@jcnj.org with “**JCRA- RELOCATION SERVICES RFB**” in the subject line thereof. Any Bids received after the Submission Date will be rejected.

Bids and all information required to be submitted pursuant to the RFB shall be prepared at the sole cost and expense of each individual or firm responding to this RFB (the “**Bidder**”). There shall be no claims whatsoever against the JCRA, its officers, officials, or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Bid or for participating in this procurement.

The Theater will be available for non-mandatory Bidder site visits on **November 3, 2023** between **12:00 P.M. and 1:00 P.M.** Please contact Robert G. Napiorski at rnapiorski@jcnj.org and Jesamil Lozano at JLozano@jcnj.org to confirm your attendance.

All questions regarding the RFB must be submitted via email request to Robert G. Napiorski at rnapiorski@jcnj.org and Jesamil Lozano at JLozano@jcnj.org prior to **November 6, 2023 at 4:00 P.M.** Responses will be provided no later than **November 8, 2023**.

Bidders and their subcontractors must at all times comply with all applicable obligations pursuant to the New Jersey Campaign Contributions and Expenditure Reporting Act, N.J.S.A. 19:44A-1, et seq.

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

The JCRA will award a contract for the Services or reject all Bids within sixty (60) days after receipt of the Bids, unless otherwise agreed by the parties.

Bids may not be modified after submittal. The JCRA reserves the right to reject any or all Bids or to waive any informalities in any Bid received, in accordance with law.

KEY DATES

RFB Issued	October 30, 2023
Walkthrough	November 3, 2023 12:00 p.m.- 1:00 p.m.
Deadline to Submit Questions	November 6, 2023 by 4 p.m.
Response to Questions	November 8, 2023
Bid Submission Deadline	November 21, 2023 by 2 p.m.
Identification of Successful Bidder	November 28, 2023
Project Start Date	Early to Mid-December 2023

SECTION 1 GENERAL INFORMATION

1.1 Introduction and Purpose

The JCRA is seeking Bids from firms for special equipment/materials moving services in connection with the renovation of the historic Loew’s Jersey Theater located at 54 Journal Square Plaza in the City of Jersey City. The Theater is being emptied for a full renovation and the final historic items and projection equipment need to be put in storage. The intent of this RFB is to select a firm to provide these Services.

1.2 Award of Agreement

The award of the Agreement (the “**Agreement**”), if made, will be made to the lowest responsive and responsible Bidder. The Successful Bidder shall commence the Services no later than early to mid-December 2023 (the “**Start Date**”) including completion of any necessary measures to perform the Services set forth in the Agreement. The Start Date is subject to change.

The Successful Bidder will be required to comply with the requirements of N.J.S.A. 10:5-1 et seq. and N.J.A.C. 17:27.

The Successful Bidder will also be required to comply with New Jersey’s Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

1.3 Communications

Notwithstanding the participation of JCRA professionals and staff in the RFB process, all communications with the JCRA concerning this RFB, shall be directed to JCRA professionals Robert G. Napiorski at rnapiorski@jcnj.org and Jesamil Lozano at JLozano@jcnj.org.

1.4 Reservation of Rights and Options with Respect to the RFB

By responding to the RFB, Bidders acknowledge and agree that the JCRA, in its sole discretion, reserves the following rights and options regarding any and all Bids:

- (a) To abandon the RFB process, including the right to decline to award the Agreement for any reason.
- (b) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Bid with the provisions of this RFB.
- (c) To reject any or all Bids.
- (d) To reject incomplete or non-responsive Bids, or Bids not signed by an authorized representative of the Bidder.
- (e) To change or alter the terms and conditions of this RFB so long as copies of such changes are sent to all the persons/entities who have received a copy of the RFB.
- (f) To undertake all steps necessary to obtain or clarify information as requested or provided by any Bidder.
- (g) To make investigations deemed necessary to determine the responsibility and qualifications of Bidder and the ability of Bidder to perform the Services (defined herein).

1.5 Conditions with Respect to the RFB

By responding to the RFB, Bidders acknowledge and consent to the following conditions relative to the submission, review and consideration of its Bid:

- (a) The issuance of the RFB is not intended to, and shall not be construed to, commit the City or JCRA to execute a contract with Bidder.
- (b) Neither the City, the JCRA, nor their agents, staff, or consultants will be liable for any claims for damages resulting from the solicitation or receipt of Bids, nor will there be any reimbursement to Bidder for the cost of preparing the Bid or for participating in the Bid process.
- (c) Failure of any Bidder to submit a Bid that completely addresses the requirements of this RFB, at the times and in the manner specified in this RFB, may result in the rejection of the Bid in the sole discretion of the JCRA and in accordance with law.
- (d) All activities related to the provision of the Services required pursuant to this RFB as contained herein, shall be subject to compliance with all applicable Federal, State and local laws, regulations and requirements.

- (e) Any and all Bids must be received by the Submission Date. Any Bid not received by that time will not be considered unless the JCRA determines otherwise.

SECTION 2 SCOPE OF SERVICES

2.1 Relocation and Storage Services. The services set forth in this Section 2.1 are referred to as “**Relocation Services**” or “**Storage Services**,” and collectively are referred to as the “**Services**”.

A. **Scope of Services and Specifications**

- Successful Bidder shall be responsible to the JCRA’s project manager (the “**PM**”) for the provision, scheduling, management, coordination, and supervision of qualified labor and moving material resources.
- It is agreed and understood that Successful Bidder will provide a Senior Foreman to act as liaison to the PM and to supervise the supplier labor force throughout the term of the Agreement.
- When required, Successful Bidder shall be responsible for the supply, placement, maintenance, and removal of protective material.
 - Any “clear and verifiable” damage deemed to be caused by the Successful Bidder caused by insufficient protection will be deducted from the invoice amount.
 - The Successful Bidder will be notified of any such damage claim within twenty-four (24) hours of discovery in order to afford the Successful Bidder an opportunity to inspect damaged areas and / or to notify its insurance carrier.
- Successful Bidder shall be subject to additional supervision during all packing and tagging of projection suite equipment on items valued over \$500.
- It will be the responsibility of the Successful Bidder to inspect all loading and unloading areas as well as the route from origin to storage destination.
- Successful Bidder shall be responsible for handling and maintaining the inventory of crates, boxes, throughout the term of the Agreement.
- Successful Bidder shall be responsible for placarding destination location prior to the move to ensure proper placement of contents, as well as for easy access by personnel.
- Successful Bidder shall be responsible for participating in a pre-move walkthrough of origin and destination locations prior to the move for the purpose of inspecting the spaces for damage incurred prior to the physical move, and to review (at destination) content placement.
- Successful Bidder shall be responsible for providing all necessary packing materials and equipment but not limited to, cartons, containers, labels, tape, bubble/shrink wrap, bins, dollies, hand trucks, etc.
- The move can be completed during normal business hours (9 A.M.-5 P.M.).
- Successful Bidder shall provide general administrative services at no additional cost, to include, without limitation: site inspections, project budgeting, participation in project planning meetings, preparation of invoicing, and the provision of all required invoice back-

up documentation. Any exception to this requirement must be mutually agreed upon between the parties.

B. Generally, the Relocation Services shall include:

Relocation of special equipment within the Theater's 3rd floor projection suite and the historic items that are stored throughout the Theater.

The full list of items can be found in **Exhibits C and D**.

The Theater is located in Journal Square, and access for the move will be off of Magnolia Street. There is space at the end for trucks to park and load from the Theater's side entrance. Please refer to the map in **Exhibit E**.

C. Storage Services shall include:

Items from both groups will be stored at the same location for a term of two (2) years. Locations are either at the Bidder's storage facility (Option A) or at MANA Contemporary storage facilities ("MANA") (Option B).

Option A:

Off-Site storage of projection suite and historic items in a non-climate controlled facility consisting of two (2) approximately 750 sq. ft. storage areas for a total of 1,500 sq. ft. The full list of items can be found in **Exhibits C and D**. **Bidders may, but are not required, to submit a bid for Storage Services, which bid shall be for a term of two (2) years.**

Option B:

Items will be relocated to MANA, which is located at 10 Senate Place, Jersey City, New Jersey 07306. MANA has a loading dock. MANA can be delivered to during normal business hours (9 A.M.-5 P.M.).

D. There shall be two (2) moving groups for the Theater equipment and materials noted in **Exhibits C and D** hereto:

Group 1- Projection Suite Equipment:

- Pack and crate contents of all equipment and materials noted in **Exhibit C**, Projection Suite Inventory.
- Create a move plan to relocate all objects from the projection room on the 3rd floor to MANA's storage facility, with no elevator, or a location identified as part of a successful bid for Storage Services.

Group 2- Historic Items:

- Pack and crate contents of all equipment and materials noted in **Exhibit D**, Loew's Historic Items Inventory.
- Create a move plan to relocate all objects throughout the Theater to MANA's storage facility or a location identified as part of a successful bid for Storage Services.

The Theater's construction will start in November 2023. The Theater will need to be cleared in early to mid-December 2023 of all final items. Bidders must provide a schedule as part of the Bid. Both moves can and should happen at the same time.

2.2 Term of Agreement

The term of the Agreement shall commence on the Start Date as defined in Section 1.2 of this RFB and shall be for a period of twelve (12) months. If the Successful Bidder submits a bid for the Storage Services, the term of the Agreement shall be for a period of two (2) years.

SECTION 3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

3.1 Submission Procedures

3.1.1 Time and Place of Bid Submission

Bids shall be submitted to the JCRA no later than the Submission Date. Bids should be submitted **via email** to Robert G. Napiorski at rnapiorski@jcnj.org and Jesamil Lozano at JLozano@jcnj.org with "JCRA- RELOCATION SERVICES RFB" in the subject line thereof. Any Bids received after the Submission Date will be rejected.

All questions regarding the RFB must be submitted via email request to Robert G. Napiorski at rnapiorski@jcnj.org and Jesamil Lozano at JLozano@jcnj.org prior to **November 6, 2023 at 4:00 p.m.** No oral interpretations or responses will be made. Responses to the questions will be provided by **November 8, 2023.**

During the period provided for the preparation of Bids, the JCRA may issue addenda or amendments to the RFB. These addenda will be numbered consecutively and will be issued via email. The addenda will constitute a part of the RFB. Each Bidder is required to acknowledge receipt of all addenda at the time of submission of the Bid by submitting an executed acknowledgment form (**Exhibit A, Form A-4**). All Bids shall be prepared with full consideration of the addenda issued prior to the Submission Date. Failure of the Bidder to receive any addenda shall not relieve the Bidder from any of the requirements of the RFB.

3.2 Specific Requirements for Each Bid

3.2.1 Bid Form and Signature Requirements (Section I of the Bid)

The JCRA must receive, together with each Bid, all fully executed forms set forth in the attached **Exhibit A** to this RFB, including one (1) Bid Form (in form and content exactly as set forth in Form A-1). The Bid Form must be signed by an Authorized Representative who is empowered to sign the Bid and commit the Bidder to the obligations contained in the Agreement. If Bidder is a joint venture, the joint venture authorized to execute the Bid by the terms of the joint venture agreement must execute the Bid. Anyone signing the Bid as agent must include legal evidence of his or her authority to execute such Bid.

All forms that require signatures of the Bidder shall be signed by the same individual(s) signing the Bid form in Form A-1.

3.2.2 Registration Requirements

- (a) Submit a New Jersey Business Registration Certificate (“**BRC**”) in accordance with the requirements attached at **Exhibit B** to this RFB. While submission of the BRC is not statutorily required at the time of Bid submission, to facilitate the Bid evaluation and contract award process, the Bidder is encouraged to submit a copy of its valid BRC and those of all subcontractors identified, with its Bid. Failure to include these BRCs with the Bid will not result in rejection of the Bid, however, any required BRCs must be submitted to the JCRA prior to award of a contract.
- (b) Pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., Bidders shall provide a Public Works Contractor Registration prior to award of a contract. All listed subcontractors shall also provide a Public Works Contractor Registration prior to award of a contract. While submission of the Public Works Contractor Registration is not statutorily required at the time of Bid submission, to facilitate the Bid evaluation and contract award process, the Bidder is encouraged to submit a copy of its certificate and those of named subcontractors, with its Bid.

SECTION 4 GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFB.

4.1 Insurance

(a) Successful Bidder shall not commence or perform the Services until the required insurance has been obtained and proof of insurance showing the type, amount, class of operations covered, effective dates and expiration dates has been provided to the JCRA. The Successful Bidder shall procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under this Agreement. The policies required to be purchased and maintained pursuant to this Agreement shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by the Successful Bidder or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Successful Bidder and to the JCRA. All policies must include the JCRA and the City as additional insureds. Certificates or policies shall be provided the City when required. Insurance requirements are as follows:

- i. **Commercial General Liability Coverage.** Successful Bidder shall, at its own cost and expense, obtain and keep in full force during the term of the Agreement, a policy of general liability insurance ("CGL"), including contractual liability insurance for insured contracts, insuring against liability arising out of Successful Bidder's non-professional services for injuries to any person or persons and for loss or damage to the property of any person. The limits of such insurance must be at least Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover bodily injury, including personal injury, sickness or disease, or death; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- ii. **Professional Liability Insurance.** Successful Bidder shall, at its own cost and expense, obtain and keep in force during the term of the Agreement, a policy of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in the aggregate.
- iii. **Workers' Compensation Insurance.** Successful Bidder shall, at its own cost and expense, obtain and keep in force during the term of the Agreement, workers' compensation insurance at amounts equal to the greater of either (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of Successful Bidder with limits of not less than:

\$500,000.00 per accident for bodily injury by accident;
\$500,000.00 policy limit for bodily injury by disease; and
\$500,000.00 per employee for bodily injury by disease.

The JCRA does not recognize Successful Bidder as its employee and will not be responsible for any workers' compensation claims filed against Successful Bidder. Successful Bidder shall have no status relative to the JCRA other than that of

independent contractor.

- iv. **Automobile Liability Coverage**. Successful Bidder shall, at its own cost and expense, obtain and keep in full force during the term of the Agreement, automobile liability coverage for hired and non-owned autos of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily and property damage liability (“Automobile Liability Coverage”).
- v. **Moving Insurance**. Successful Bidder shall, at its own cost and expense, obtain and keep in full force during the term of the Agreement, moving insurance of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) to cover the items identified in **Exhibit C** and **Exhibit D** herein.

(b) The following riders shall be made a part of the policies described above:

- i. The CGL and Automobile Liability Coverage policies obtained by the Successful Bidder pursuant to this Agreement shall include the JCRA and the City as additional insureds, with the exception of the workers’ compensation/employer’s liability and professional liability policies, and, if applicable, shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 58, or its equivalent, or alternatively on an ISO Form consented to the by Agency.
- ii. The presence of employees of the JCRA on the site where the Services will be performed shall not invalidate the policy of insurance.
- iii. The policies of insurance required herein must be maintained in full force and effect, and as specified herein, by Successful Bidder without interruption for the entire duration that Successful Bidder provides the Services, except the policies of insurance described in Section 4 A(i) and (ii) must be maintained for a period of six (6) years after the completion of the services.

(c) Before commencing the Services hereunder, Successful Bidder shall furnish the JCRA with all certificates of such insurance and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Agreement, and in the case of Successful Bidder’s CGL and Automobile Liability Coverage policies, the additional insured status of the JCRA and the City.

4.2 Indemnification

The Successful Bidder shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the JCRA and the City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including

reasonable legal fees and costs, to which the JCRA and/or the City and their respective employees, officers, commissioners, directors, officials, agents, servants, independent contractors and consultants may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or palpably unreasonable conduct of the JCRA and/or the City and/or the Successful Bidder, or its officers, employees, contractors or agents, in the performance of this Agreement. This requirement of the Successful Bidder to indemnify, defend and hold harmless the JCRA and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the JCRA and/or the City's own alleged acts and/or omissions and/or palpably unreasonable conduct.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; BIDDER
CHECKLIST AND EXHIBITS FOLLOW]***

BIDDER CHECKLIST

This Bidder's Checklist is a required form, the purpose of which is to list those documents and information forms, certifications and other documents that the JCRA requires each Bidder to submit. This form lists each of the items required to be submitted with the Bid, and a place for the Bidder to indicate, by initialing each entry, that the Bidder has included those required items with the completed Bid. Each Bidder shall complete this checklist and submit it with the Bid, in addition to those documentary and informational forms, certificates, and other documents that are listed. All forms, certificates and other documents shall be fully complete, signed and notarized where indicated.

Initials:

1. _____ Bid Form (Form A-1)
2. _____ Ownership Disclosure Statement (Form A-2)
3. _____ Non-Collusion Affidavit (Form A-3)
4. _____ Acknowledgment of Receipt of Addenda (Form A-4)
5. _____ Disclosure of Investment Activities in Iran Form (Form A-5)*
6. _____ Mandatory Affirmative Action Language (Form A-6)
7. _____ Minority/Woman Business Enterprise (Form A-7)
8. _____ Disclosure of Investigations and Other Actions Involving the Vendor Form (Form A-8)
9. _____ American with Disabilities Act of 1990 (Form A-9)
10. _____ Business Registration Certificate (requirements attached at Exhibit B)*
11. _____ Public Works Contractors Registration Act Certificate*
12. _____ This Bidder's Checklist

Bidder's Signature

Name of Bidder Printed or Typed

PLEASE NOTE:

* Submission of the NJ Business Registration Certificate (“BRC”), Disclosure of Investment Activities in Iran Form (“Iran Disclosure Form”), and the NJ Public Works Contractor Registration (“PWCR”) are not required at time of Bid submission for the Bidder or for any subcontractors. However, the JCRA is requesting that the Bidder submit these documents with its Bid. If the BRC, Iran Disclosure Form, or PWCR are not included with the Bid, they must be submitted prior to the contract award.

EXHIBIT A

BIDDER FORMS

Forms appear on the following pages.

FORM A-1

BID FORM

1. Pursuant to and in compliance the Request for Bids (“RFB”), including all addenda issued during the Bid period whether or not received or examined by the undersigned, the undersigned offers to provide all of the Services required by the proposed Agreement.

In consideration for providing the Services set forth in the Agreement, Bidder proposes fees as provided in the attached spreadsheet.

2. In submitting this Bid, it is understood by the undersigned that all addenda issued during the Bid period, whether or not received or examined by the undersigned, are part of the RFB, and will be part of the contract documents.

3. The undersigned hereby represents that it:

- (a) has carefully studied the RFB and understands the RFB fully; and
- (b) has made this Bid in accordance with the RFB; and
- (c) has discovered no error, inconsistency or ambiguity in the RFB that the Bidder has not reported to the JCRA in writing; and
- (d) has no question about the proposed contract documents and how they are to be interpreted and construed that has not been submitted to the JCRA in writing; and
- (e) is familiar with the requirements of applicable law, statute, ordinances, building codes, rules and regulations affecting the Services to be performed.

DATE: _____

BY: _____

(Signature)

(Title)

(Firm Name)

FORM A-2

OWNERSHIP DISCLOSURE STATEMENT



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
<small>A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor.</small> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|---|--------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary

FORM A-3

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS:

COUNTY OF _____

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

I am _____ of the firm of _____ the Bidder submitting the Bid to **THE JERSEY CITY REDEVELOPMENT AGENCY** for the contract for relocation services in relation to the Loew’s Jersey Theater, and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive process in connection with this procurement; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that **THE JERSEY CITY REDEVELOPMENT AGENCY** relied upon the truth of the statements contained in said Bid and in this affidavit in awarding the contract for the said Bid.

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 fees, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Name of Bidder)

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Subscribed and Sworn to before me
this ____ day of _____, 2023

Signature of Notary Public

FORM A-4

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>REFERENCE NUMBER OR TITLE OF ADDENDUM OR REVISION</u>	<u>Date Received</u>

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM A-5



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	_____
Relationship to Vendor/ Bidder	_____
Description of Activities	_____

Duration of Engagement	_____
Anticipated Cessation Date	_____

**Attach Additional Sheets if Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

FORM A-6

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

The contractor 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 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 contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, 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 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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

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

Submitted by:

Name of Bidder: _____

This _____ day of _____, 2023.

Authorized Signatory

Type or Printed Name & Title

Telephone Number

FORM A-7

MINORITY/WOMAN BUSINESS ENTERPRISE (MATE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total Agency procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your Bid.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name:

Please check applicable category :

- Minority Owned Minority & Woman Owned
- Woman Owned Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

FORM A-8



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP	_____

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP	_____

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP	_____

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP	_____

**Attach Additional Sheets If Necessary.*

PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME	_____
CONTACT NAME	_____
CASE CAPTION	_____
INCEPTION OF THE INVESTIGATION	_____
SUMMARY OF INVESTIGATION	_____
PHONE NUMBER	_____
CURRENT STATUS	_____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

FORM A-9

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the Jersey City Redevelopment Agency, (hereafter the "Agency") 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 Agency 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 Agency in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Agency, 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 Agency's grievance procedure, the contractor agrees to abide by any decision of the Agency which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Agency, or if the Agency 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 Agency 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 Agency or any of its agents, servants, and employees, the *Agency shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Agency or its representatives.

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

It is further agreed and understood that the Agency 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 Agency from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

TITLE: _____ DATE: _____

SIGNATURE: _____

EXHIBIT B

BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, the Jersey City Redevelopment Agency (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/Bid/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other Bid shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Emergency Purchases or Contracts For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

EXHIBIT C

PROJECTION SUITE EQUIPMENT INVENTORY

Refer to Separate PDF

EXHIBIT D

LOEW'S HISTORIC ITEMS INVENTORY

Refer to Separate PDF

EXHIBIT E

MAP

Refer to Separate PDF