

# **Jersey City Redevelopment Agency**

## **REQUEST FOR QUALIFICATIONS**

**ABANDONED PROPERTIES REHABILITATION ACT**  
**RESTORING PROBLEM PROPERTIES**

**Qualifying Term**

**MARCH 1, 2015 through FEBRUARY 28, 2017**

### **SUBMISSION DEADLINE**

**10:00 A.M.**

**FRIDAY, NOVEMBER 13, 2015**

**SUBMISSION FEE: \$250.00**

#### **ADDRESS ALL PROPOSALS TO:**

**David P. Donnelly  
Executive Director  
Jersey City Redevelopment Agency  
66 York Street - 2<sup>nd</sup> Floor  
Jersey Agency, New Jersey 07302  
201-761-0819**

**GENERAL INFORMATION & SUMMARY**

**ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION**

Jersey City Redevelopment Agency  
66 York Street, 2<sup>nd</sup> Floor  
Jersey Agency, NJ 07302

**CONTACT PERSON**

David P. Donnelly  
Executive Director  
66 York Street, 2<sup>nd</sup> Floor  
Jersey Agency, NJ 07302  
201-761-0819

**PERIOD OF QUALIFICATION**

March 1, 2015 through February 28, 2017

## GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications (RFQ):

- "Agency" - refers to the Jersey City Redevelopment Agency.
- "City" - refers to the City of Jersey City.
- "Qualification Statement" - refers to the complete responses to this RFQ submitted by the Respondents.
- "Qualified Respondent" - refers to those Respondents who in the sole judgment of the Agency have satisfied the qualification criteria set forth in this RFQ.
- "RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.
- "Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

## SECTION 1

### INTRODUCTION AND GENERAL INFORMATION

#### **1.1 Summary and Background**

The Jersey City Redevelopment Agency is currently accepting applications for "Qualified Rehabilitation Entities" to acquire and rehabilitate abandoned properties throughout the City pursuant to the *Abandoned Properties Rehabilitation Act (APRA)*, N.J.S.A. 55:19-78 et seq. Abandoned properties have been, and continue to be, blights upon the community. They discourage both neighborhood stability and revitalization. Abandoned properties foster criminal activity, create public health problems, diminish the property values of neighboring properties and increase the risk of property damage through arson and vandalism. In short, abandoned properties adversely affect the quality of life for both residents and business operators in the areas in which they exist.

The abandoned property list was created in 1996 by the *Urban Redevelopment Act* (P.L. 1996, c.62). This process was amended in 2004 by the *Abandoned Properties Rehabilitation*

*Act.* Since placing a property on an abandoned property list triggers significant municipal powers with respect to that property, the law sets forth a series of procedures that must be followed closely to ensure that properties are not mistakenly added to the abandoned list, and that property owners are given a full opportunity to present evidence that the property is indeed not abandoned.

The process is divided into three steps, as follows:

- Authorizing the list.
- Creating the list.
- Providing notice and offering owners the opportunity to appeal inclusion on the list.

The Director of the Division of Housing Code Enforcement (HCE) is the public official charged with maintaining the City's **Abandoned Properties List**. Housing Code Enforcement populates the list with properties that are already on the City's **Vacant Buildings Registration List**. Properties are moved from the **Vacant Buildings Registration List** to the **Abandoned Properties List** once the Director of HCE confirms that the property has met the threshold to qualify as "abandoned."

In order for a property to meet the minimum threshold to be deemed "abandoned" it must (1) not have been legally occupied for six months and (2) it must also meet any one of the following additional criteria:

1. The property is in need of rehabilitation in the reasonable judgment of the public officer, and no work has taken place on the property during that six-month period.
2. Construction began, but was discontinued before the building was suitable for occupancy or use, and no construction has taken place during that six-month period.
3. At least one installment of property tax is delinquent at the time the public officer makes the determination, or
4. The property has been determined to be a nuisance by the public officer.

## **1.2. Introduction.**

The Agency is soliciting Qualification Statements from interested persons and/or firms for the purpose of rehabilitating abandoned properties, as more particularly described herein. Through a RFQ process described herein, persons and/or firms interested in assisting the Agency with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Agency will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein.

The Agency intends to qualify person(s) and/or firm(s) that:

- a. possess the professional, financial and administrative capabilities to provide the proposed services; and
- b. under the terms and conditions determined by the Agency.

### **1.3 Purpose**

There are currently 23 properties on the City's Abandoned Properties List and another 901 properties on the City's Vacant Buildings Registration List, which may be added to the APRA list at sometime in the future. All possess some problem which has prevented them from being lawfully occupied. Each can be properly described as a nuisance and each has had a detrimental effect on the neighborhoods where they exist. In neighborhoods where multiple such abandoned properties exist, they have so degraded property values that they have forced neighboring residents to leave, thus adding to the list of vacant properties. These properties too will soon be deemed abandoned if something is not done to end the vicious cycle of deterioration, decline and abandonment. The City has an obligation to protect its law abiding and tax-paying property owners from such owners who have neglected their properties. These properties are listed under the public notice portion of the City of Jersey City's website at <http://www.jerseycitynj.gov/vacantbuildings/>.

**The purpose of the RFQ is to qualify entities to enter into negotiations and further agreements to rehabilitate properties on the APRA list in the sole discretion of the Agency.**

### **1.4 Procurement Process and Schedule.**

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Agency reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFQ or the RFQ process shall be directed to the Agency's Designated Contact Person, in writing or via e-mail @ [Barbaraa@jcnj.org](mailto:Barbaraa@jcnj.org).

Qualification Statements must be submitted to, and be received by the Agency, via mail or hand delivery, by **10:00 a.m. prevailing time on November 13, 2015**. Qualification Statements will not be accepted by facsimile transmission or e-mail. Subsequent to issuance of this RFQ, the Agency (through the issuance of addenda to all persons and/or firms that have received a copy of the RFQ) may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective

Respondents or as otherwise deemed necessary or appropriate by and in the sole judgment of the Agency.

**TABLE 1**  
**ANTICIPATED PROCUREMENT SCHEDULE**

<b>ACTIVITY</b>	<b>DATE</b>
1. Issuance of Request for Qualifications	October 10, 2015
2. Receipt of Qualification Statements	November 13, 2015
3. Qualification of Individual/Firm	November 17, 2015

**1.5 Conditions Applicable to RFQ.**

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Qualification Statement:

1. This document is an RFQ and does not constitute a Request for Proposals (RFP).
2. This RFQ does not commit the Agency to issue an RFP.
3. All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
4. The Agency reserves the right, in its sole judgment, to reject any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
5. The Agency reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
6. The Agency reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.

7. All Qualification Statements shall become the property of the Agency and will not be returned.
8. All Qualification Statements will be made available to the public at the appropriate time, as determined by the Agency, in the exercise of its sole discretion, in accordance with law.
9. The Agency may request Respondents to send representatives to the Agency for interviews.
10. Any and all Qualification Statements not received by the Agency by **10:00 a.m. prevailing time on November 13, 2015** will be rejected.
11. Neither the Agency nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

#### **1.6 Rights of Agency.**

The Agency reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
2. To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
3. To waive any technical non-conformance with the terms of this RFQ.
4. To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
5. To conduct investigations of any or all of the Respondents, as the Agency deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
6. To suspend or terminate the procurement process described in this RFQ at any time, in its sole discretion. If terminated, the Agency may determine to

commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

7. The Agency shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

#### **1.7 Addenda or Amendments to RFQ.**

During the period provided for the preparation of responses to the RFQ, the Agency may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Agency and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date. ***It is the responsibility of a Prospective Respondent to check the Agency's website at <http://www.thejcra.org> for updates to the RFQ as well as any responses to questions asked.***

#### **1.8 Cost of Qualification Statement Preparation.**

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Agency, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

#### **1.9 Qualification Statement Format.**

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which in the judgment of the Agency fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## **SECTION 2**

### **SCOPE OF SERVICES**

#### **2.1 General Scope of Services**

It is the intent of the Agency to solicit Qualification Statements from Respondents that have expertise in the field of endeavor. Respondents must demonstrate that they will have the continuing capabilities to perform these services.



## 2.2. Description of Services

- Rehabilitate and Restore Abandoned Properties in accordance with the Abandoned Properties Rehabilitation Act.

## SECTION 3

### SUBMISSION REQUIREMENTS

#### 3.01 Submission Fee: \$250.00. No application will be accepted without the Submission Fee.

#### 3.1 General Requirements and Qualification Guidelines.

- (a) The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

- (b) Municipalities or appropriate authorities may use eminent domain to acquire privately owned abandoned buildings, known as “spot blight” eminent domain. To be eligible for spot blight eminent domain, and to use the provisions of the Act for determining market value, the building must be on the municipality’s abandoned property list and the owner must have exhausted his or her right to appeal the listing. This power was initially granted in 1996 by the Urban Redevelopment Act, C.55:19-56 (c)(2). The taking must follow the procedures set forth in the *Eminent Domain Act*, C.20:3-1 et seq.

The Agency is presently accepting statements from Respondents to become “Qualified Rehabilitation Entities.” (QRE). The statements must include the following but do not have to be limited to the below listed criteria:

1. A description of the team and its experience. The team must state their corporate background in rehabilitating urban housing, their financial capabilities & particular interest in those properties currently on Jersey City’s Abandoned Property List.
2. The team must commit to all costs associated with becoming a “Qualified Rehabilitation Entity” of certified Abandoned Properties which costs must be paid for by said team.

3. Any successful Respondent(s) shall acknowledge and represent to the JCRA that the successful Respondent has not and will not rely upon any representations or warranties of the JCRA, its agents, servants or employees, either written or oral, express or implied, as to the sites' value, use, conditions, quality, environmental condition, fitness for any particular use or any other representation whatsoever, it being agreed and understood that any successful Respondent will obtain the site(s) in its **“AS IS” and “WHERE IS” condition.**
4. The team must be able to commit to executing a Redevelopment Agreement with the Jersey City Redevelopment Agency.
5. Since the Jersey City Redevelopment Agency will be the entity filing condemnation, any experience in working with a prior redevelopment entity in similar circumstance will be considered. Please explain and annotate experience.

The Respondent may list any other information that shows or any unique qualifications that it believes would be helpful in completing a project as a QRE.

### **3.2 Administrative Information Requirements.**

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFQ, and the name of the key contact person.
3. The number of years Respondent has been in business under the present name.
4. The number of years Respondent has been under the current management.
5. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
6. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
7. Confirm appropriate federal and state licenses to perform activities.

### **3.3 Professional Information Requirements.**

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to this RFQ:
  - a. Description and scope of work by Respondent.
  - b. Name, address and contact information of reference to the RFQ.
2. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.
3. Resumes of key employees.
4. A narrative statement of the Respondent's understanding of the Agency's needs and goals.
5. List all immediate relatives of Principal(s) of Respondent who are Agency and City employees or elected officials of the Agency. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
6. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Agency may obtain references from any of the parties listed.

## **SECTION 4**

### **INSTRUCTIONS TO RESPONDENTS**

#### **4.1. Submission of Qualification Statements.**

Respondents must submit an original and two (2) copies of their Qualification Statement to the Designated Contact Person:

Qualification Statements must be received by the Agency no later than 10:00 a.m. prevailing time on November 13, 2015, and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification

Statements and all related information must be bound, and signed and acknowledged by the Respondent.

## **SECTION 5**

### **EVALUATION**

The Agency's objective in soliciting Qualification Statements is to enable it to select a Respondent that will provide high quality work for the projects at hand. The Agency will consider Qualification Statements only from Respondents that, in the Agency's sole judgment, have demonstrated the capability and willingness to provide high quality services to the Agency in the manner described in this RFQ. The Agency's acceptance of a QRE does not imply that every element for that QRE has been accepted.

The evaluation will consider:

1. Overall proposal suitability: proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
2. Organization Experience: QRE's will be evaluated on their experience as it pertains to the scope of this project.
3. Previous work: QRE's will be evaluated on examples of their work pertaining to urban rehab development including client testimonials and references.
4. Value: QRE's will receive further consideration for any development that includes affordable housing, veteran's housing or workforce housing.
5. Technical expertise and experience: QRE's must provide descriptions and documentation of technical staff expertise and experience.

The Agency shall not be obligated to explain the results of the evaluation process to any Respondent. The Agency may elect to ask some or all Respondents to give presentations on their Proposals. The RFQ(s) which the Agency professionals determine best to achieve the purpose of APRA will be recommended to the Board of Commissioners of the Agency for its consideration.

Respondents shall refrain from discussing their RFQ with any members of the Jersey City Redevelopment Agency Board of Commissioners and Jersey City elected officials until such time as Agency staff makes a recommendation on the proposals received. Any Respondent found violating the above will be disqualified from consideration.

## **SECTION 6**

### **GENERAL TERMS AND CONDITIONS**

1. The Agency reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Qualification statement should it be deemed in the best interest of the Agency to do so.
2. Each Qualification Statement must be signed by the person authorized to do so.
3. Qualification Statements may be hand delivered or mailed. In the case of mailed Qualification Statements, the Agency assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.
4. In accordance with Affirmative Action Law, P.L. 1975/ c. 127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful Respondents must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (form AA-302).
5. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Agency officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
6. No Respondent shall cause or influence, or attempt to cause or influence, any Agency/City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondents or any other person.
7. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the decision of the Agency's General Counsel shall be final and conclusive.
8. The Agency shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.

**END OF GENERAL INSTRUCTIONS**

**Jersey City Redevelopment Agency**

**VENDOR:** \_\_\_\_\_

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. Affirmative Action Compliance Notice		
F. MWBE Questionnaire (2 copies)		
G. Form AA302 – Employee Information Report		
H. Business Registration Certificate		
I. Original signature(s) on all required forms.		

**NON COLLUSION AFFIDAVIT**  
**STATE OF NEW JERSEY**  
Jersey City Redevelopment Agency ss:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Jersey City Redevelopment Agency 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 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 (N.J.S.A.52: 34-25)

(Signature of respondent) \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned

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

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

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .



**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27** .

**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .**

**Representative's Name/Title (Print):**\_\_\_\_\_

**Representative's Signature:**\_\_\_\_\_

**Name of Company:**\_\_\_\_\_

**Tel. No.:**\_\_\_\_\_ **Date:**\_\_\_\_\_

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, 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.

**Representative's Name/Title Print):** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

**Name of Company:** \_\_\_\_\_

**Tel. No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

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

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: \_\_\_\_\_

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

PRINT

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**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 proposal.

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.

## OFFICE OF EQUAL OPPORTUNITY COPY

### INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

#### **IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns.

THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippines Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12 -** Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13 -** Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14 -** If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15 -** If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16 -** Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17 -** Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.



**TYPE OR PRINT IN SHARP BALL POINT PEN**

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf)

Instructions:

=["http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf"](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)MACROBUTTONHtmlResAnch  
or[http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

## **BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC**

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>)

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**

### **MANDATORY BUSINESS REGISTRATION LANGUAGE**

#### **Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

#### **"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."