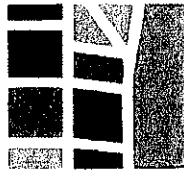


**COMMISSIONERS**

**HON. DANIEL RIVERA**  
CHAIRMAN

**HON. DENISE RIDLEY**  
VICE CHAIR

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



**JERSEY CITY**  
REDEVELOPMENT AGENCY

**DIANA JEFFREY**  
EXECUTIVE DIRECTOR

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

**STEVEN M. FULOP**  
MAYOR

**JERSEY CITY REDEVELOPMENT AGENCY**

**REQUEST FOR BIDS  
FOR**

**SALTING AND SNOW REMOVAL SERVICES**

**ISSUE DATE: October 31, 2023**

**DUE DATE: November 17, 2023, 11:30 a.m.**

**JERSEY CITY REDEVELOPMENT AGENCY  
CITY OF JERSEY CITY, HUDSON COUNTY**

**NOTICE OF  
REQUEST FOR BIDS  
FOR  
SALTING AND SNOW REMOVAL SERVICES**

The Jersey City Redevelopment Agency (the “**JCRA**”) is seeking bids from qualified entities (the “**Bidder**”) to provide Salting and Snow Removal Services (collectively and as further defined in Section 2 herein “**Services**”) at various properties the City of Jersey City (the “**City**”) owned and/or managed by the JCRA (each, a “**Property**”; collectively, the “**Properties**”). The intent of this Request for Bids (“**RFB**”) is to select an individual or firm to provide the Services.

Sealed bids for the Services (the “**Bid**”) will be received by the JCRA on **November 17, 2023 at 11:30 a.m.** prevailing time (the “**Submission Date**”), addressed to Jason Friedkin at 4 Jackson Square, Jersey City, New Jersey 07305.

Specifications, Instructions to Bidders, and Bid Forms may be obtained on the JCRA’s website at <https://thejcra.org/opportunities/>, and are also available at the JCRA’s office located at 4 Jackson Square, Jersey City, New Jersey 07305, Monday through Friday between 9:00 A.M. and 4:30 P.M.

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. 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.

Bids for the Services will be received by hand delivery, mail, or delivery service in accordance with the instructions provided herein up until the date and time indicated above. The JCRA will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted, or left with a delivery service. Bidder assumes any and all risk of late delivery of its Bid. Bids not received on time will be returned to Bidder unopened.

Bids shall be submitted on the Bid Forms provided in the manner designated therein and shall be submitted to the below address:

Jersey City Redevelopment Agency  
ATTN: Jason Freidkin  
4 Jackson Square  
Jersey City, New Jersey 07305

Bids shall be clearly marked on the outside “**JCRA: SALTING AND SNOW REMOVAL SERVICES**”.

Prospective Bidders are strongly encouraged to visit the Properties prior to submitting a Bid. Failure to do so will not waive the contractor of their responsibilities.

All questions regarding the RFB must be submitted via email request to Jason Friedkin at [Jfriedkin@jcnj.org](mailto:Jfriedkin@jcnj.org) prior to **November 3, 2023 at 2:00 p.m.** Responses will be provided no later than **2:00 p.m. on November 6, 2023.**

Bids may not be modified after submittal. The JCRA reserves the right to reject any or all Bids or waive any identified informalities or technicalities in the Bid in accordance with law, and to sever or make awards of all or parts of any Bids to one or more responsible Bidders if it is in the best interest of the JCRA to do so.

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

### **KEY DATES**

RFB Issued	October 31, 2023
Deadline to Submit Questions	November 3, 2023 at 2:00 p.m
Agency Response to Questions	November 6, 2023 at 2:00 p.m.
Bid Submission Deadline	November 17, 2023 at 11:30 a.m.

## **SECTION 1 GENERAL INFORMATION**

### **1.1 Introduction and Purpose**

The JCRA is requesting Bids from qualified entities to furnish labor, materials, tools, machinery, equipment, rigging, travel and other services or material necessary to provide the Services at the Properties identified in Exhibit C.

### **1.2 Award of Contract**

The award of the Contract, if made, will be made to the lowest responsive and responsible Bidder(s). The Contract period will be for one (1) year with an option to renew for an additional one (1) year at the sole discretion of the JCRA.

At the JCRA's discretion, the Contract may be awarded in total, or in part to up to the lowest responsible, qualified Bidder(s) based upon either the Total Bid Price, or Cost per Property (if awarded to multiple Bidders). Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this RFB shall be subject to availability and appropriation of sufficient

funds annually.

The JCRA reserves the right to delete sections of the work from the Contract after the award of the Bid has been made due to funding or other reasons. The prices bid for the various items of work shall not be adjusted due to the deflection of any work or due to the variation of any quantity for the various items scheduled in the Bid.

### **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 via email request to Jason Friedkin at [Jfriedkin@jcnj.org](mailto:Jfriedkin@jcnj.org).

### **1.4 Reservation of Rights and Options by JCRA 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, in accordance with law.
- (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 of JCRA 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 or 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 Agency determines otherwise.

## **SECTION 2 SCOPE OF SERVICES**

**2.1** Collectively, all services set forth in this Section 2.1 are referred to as the “**Services**”. The Successful Bidder(s) shall supply all materials, parts, equipment, labor, permits, licenses, certifications and insurance necessary to provide the salting and snow removal work described herein for each property listed in Exhibit C of these specifications. It is important that each work item identified under the Scope of Services be completed in a timely manner as indicated herein.

**i. SNOW REMOVAL**

1. Snow shoveling and clearing of the sidewalks at various JCRA-owned properties in the City of Jersey City during emergency and non-emergency snow falls/storms.
2. Services must be provided after each snow fall has completely stopped. Snow shoveling will clear pathways to the maximum safe passageway of all walkways, driveways, handicap ramps, drive lanes, fire lanes for pedestrian passage at each individual location.
3. Rock salt must be administered after every cleanup is completed.
4. Prices should be broken down on a per storm basis and by various snowfall amounts.

**NOTE: RESPONSE TIME MUST BE WITHIN 4 HOURS OF A SNOW FALL. Should the Services not be completed within this time, the JCRA reserves the right to hire any available equipment and personnel on an emergency basis and charge the Successful Bidder(s) for any difference in price.**

**ii. SNOW REMOVAL GUIDELINES:**

1. Successful Bidder(s) shall provide their own employees, equipment, and supplies necessary to complete the Services described hereunder which include clearing all drive lanes, fire lanes, parking areas, sidewalks adjacent to buildings and public sidewalks.
2. Successful Bidder(s) will comply with all federal, state and local governmental laws, regulations, codes and ordinances.
3. Successful Bidder(s) will begin plowing at the Property as soon as the snow or ice has stopped falling.
4. Successful Bidder is required to regularly report work progress during weather events to the JCRA.
5. All work shall be completed in a workmanlike manner consistent with customary industry practices, for the amounts to be provided by the Successful Bidder(s).
6. Successful Bidder(s) shall supply and mechanically spread deicing rock salt at Successful Bidder(s)' own discretion. Successful Bidder(s) shall spread calcium chloride on concrete walkways. Calcium chloride will not harm concrete and landscaping.
7. All fire hydrants must be kept free from snow and easily accessible in case of emergencies.
8. Successful Bidder(s) shall not create drifts in front of dumpster enclosures, fire lanes, or entrances, on sidewalks or blocking walkways and agrees to remove Successful Bidder(s)-created drifts at no additional cost. If Successful Bidder(s) does not remove the drifts in front of the fire lanes and dumpster enclosures, Successful Bidder(s) agrees to pay any expenses incurred by the Agency for removal of said drifts.
9. Successful Bidder(s) shall be responsible for damage to the Property caused by snow removal operations including, but not limited to, buildings, curbs, parking blocks, islands,

sidewalks, light poles, signs, landscaping, paving or striping of the Property or equipment used in connection therewith.

10. Successful Bidder(s) agrees to contact the JCRA if for some reason the entire Property cannot be completely plowed within four (4) hours after snow or ice has stopped falling.
11. Successful Bidder(s) agrees to submit Snow Control Sheet, which will list all Properties and a description of work completed, for each plow and salting. To receive payment, this sheet must be attached to the invoice.
12. Successful Bidder(s) agrees to provide the Agency with all current after-hours telephone numbers.

## **2.2. General Provisions Applicable to the Scope of Services**

- i. Bidders are strongly encouraged to visit all of the Properties outlined in the specifications for familiarity with condition, access, location and actual scope of work. Any items overlooked shall be the Bidders' responsibility.
- ii. The JCRA will not provide any tools, equipment, storage, security, or transportation. The cost for all of these items shall be included in the total Bid. The Bidder will be responsible for transportation of workers, materials, or equipment.
- iii. The Bidder must be careful about personal property owned by tenants or the JCRA. Any damage to these items will be the Bidder's sole responsibility, and any damaged property shall be immediately repaired or replaced to the satisfaction of the JCRA's representative at no additional cost to the JCRA or the tenant.
- iv. The Bidder must take all necessary precautions to protect the general public, tenants, personnel and visitors.
- v. Bidder shall be responsible for any clothing and safety devices. Bidder shall be solely responsible for any injuries and/or damage due to negligence by its personnel during the term of this Contract. In the event of any damage due to poor workmanship and/or material, the Bidder shall immediately repair/replace all damage to the JCRA's full satisfaction at no additional cost to the JCRA.
- vi. By submitting a response to this RFB, the Bidder agrees to perform the job in good faith, follow fair labor practices, demonstrate high ethical standards and maintain cooperative relations with the JCRA and its employees.
- vii. Bidder must use all materials approved by the Department of Environmental Protection and any other governmental agencies. Bidder must also submit Material Safety Data Sheets (MSDS) for all the materials used in providing services to the JCRA. Bidder must have appropriate licenses to handle required chemicals, if any.
- viii. While using any chemicals, Bidder shall not damage any equipment, wires, landscaping or any other items. Bidder shall be solely responsible for all damage incurred as a result of its work, and shall pay for, or restore to its original condition at no cost to the JCRA, any damaged equipment, wires or other items.

- ix. Bidder is responsible for moving any items necessary to perform the Services. Upon completion of its work, Bidder shall place any moved items back to their original location. At all times, Bidder shall take necessary steps to protect any such items and shall be solely responsible for any damage incurred as a result of each movement.
- x. The Bidder shall include with its submittal, a brief description outlining the company's experience and technical qualifications. Interested firms shall have at least three (3) years verifiable experience in salting and snow removal services for locations of the size and condition of the JCRA Properties identified in this RFB.
- xi. Bidder shall have adequate manpower, equipment, tools and materials to provide the Services in the time and manner specified in this RFB.
- xii. The Bidder shall be able to respond to complete the work as noted by the JCRA in a timely and workmanlike manner.

**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 JCRA no later than the Submission Date. Bidders shall submit their Bids to:

Jersey City Redevelopment Agency  
ATTN: Jason Friedkin  
4 Jackson Square  
Jersey City, New Jersey 07305

Submissions shall be made by hand delivery, mail/return receipt requested or overnight mail. **Bids submitted via hand delivery shall be delivered Monday – Friday between the hours of 10:00 a.m. and 4:00 p.m.** The outside of the envelope shall be clearly marked “**JCRA: SALTING AND SNOW REMOVAL SERVICES**”. Bids received after the herein stated deadline will be marked “received late” and may be returned unopened to the Bidder.

**3.1.2 Addenda or Amendments to the Bid**

Questions pertaining to the RFB must be submitted via email to [Jfriedkin@icnj.org](mailto:Jfriedkin@icnj.org) prior to **November 3, 2023 at 2:00 p.m.** No oral interpretations and responses will be made. Responses will be provided no later than **2:00 p.m. on November 6, 2023.**



During the period provided for the preparation of Bids, JCRA may issue addenda or amendments to the RFB. These addenda will be numbered consecutively and will be issued via email. The addenda will be issued by, or on behalf of, JCRA and will constitute a part of the RFB. **Each Bidder is responsible for checking the JCRA website for information.** 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 Bid 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)**

- (a) 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.
- (b) All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid Form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the JCRA. Any changes, whiteouts, strikeouts, etc., in the bid must be initialed in ink by the person signing the Bid.
- (c) If the total amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- (d) In the event that there is a discrepancy between the individual rates and the extended totals, the rate prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the JCRA of the extended totals shall govern.

#### **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.

### **1.2.3 NJ Worker and Community Right to Know Act**

- (a) The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the NJ Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq. and N.J.A.C. 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS)-hazardous substance fact sheet- must be furnished.

## **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(s) 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(s) 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(s) or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Successful Bidder(s) 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(s) shall, at its own cost and expense, obtain and keep in full force during the term of the Contract, a policy of general liability insurance ("CGL"), including contractual liability insurance for insured contracts, insuring against liability arising out of Successful Bidder(s)'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(s) shall, at its own cost and expense, obtain and keep in force during the term of the Contract, 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(s) shall, at its own cost and expense, obtain and keep in force during the term of the Contract, 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(s) 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 Agency does not recognize Successful Bidder(s) as its employee and will not be responsible for any workers' compensation claims filed against Successful Bidder(s). Successful Bidder(s) shall have no status relative to the Agency other than that of independent contractor.

- iv. **Automobile Liability Coverage.** Successful Bidder(s) shall, at its own cost and expense, obtain and keep in full force during the term of the Contract 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**").

(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(s) pursuant to this Contract shall include the Agency 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 85, or its equivalent, or alternatively on an ISO Form consented to the by Agency.
- ii. The presence of employees of the Agency on the Property 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(s) without interruption for the entire duration that Successful Bidder(s) provides the Services, except the polices of

insurance described in Section 4.1 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(s) shall furnish the Agency with all certificates of such insurance and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Contract, and in the case of Successful Bidder(s) CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.

## **4.2 Guarantees**

All material and workmanship must be guaranteed to provide the effect and/or service for which the original material and labor were intended to provide.

1. Successful Bidder(s) must comply with all federal, state and local regulations in the performance of this salting and snow removal work. This shall include, but shall not be limited to, the proper safety precautions to be followed when applying any chemical, etc.
2. Successful Bidder(s) must have any required certifications and licenses necessary to perform, engage in and contract the work as described in these specifications. Successful Bidder(s) shall provide the JCRA with copies of said certifications and licenses at the same time a bid is submitted or prior to the award of a Contract to the Successful Bidder(s). After the award of a Contract, it shall be the responsibility of the Successful Bidder(s) to ensure that those certificates and licenses are kept up to-date and to notify the JCRA of all changes in sub-contracting any portion of this work, if applicable.
3. The Successful Bidder(s) will be required to attend a pre-job meeting at the JCRA's main office at the start of the Contract term and at the beginning of each subsequent year. The Successful Bidder(s) will be advised, in writing, at least ten (10) days in advance, of the date and time of the meeting.
4. It shall be the Successful Bidder(s) responsibility to make arrangements to visit the Properties to familiarize himself with all conditions and the work to be done at each Property. Failure to do so shall not release the Successful Bidder(s) of the responsibilities to perform the work as specified herein and as applicable to the various Properties.
5. The Successful Bidder(s) shall, at his expense, restore all areas damaged by his staff and/or equipment.
6. The Contract may be terminated as per the terms of the Contract but shall require at least thirty (30) day notice from one party to the other, except for non-performance of work, in which case the JCRA may terminate the Contract with a twenty-four (24) hour notice to the relevant Successful Bidder. In cases where a Contract is terminated and the JCRA at its sole discretion feels the relevant Successful Bidder had not provided satisfactory performance, such Successful Bidder shall be held legally responsible to compensate the JCRA for any and all costs associated with bringing up properties to acceptable level of workmanship. The JCRA shall have the option to withhold payment from the final money owed to the relevant Successful Bidder in an amount equal to that

- necessary to bring up said properties to an acceptable level of workmanship.
7. Work must be done in such a manner that the day-to-day operation of the building shall not be affected.
  8. The safety of visitors, residents and workers at the building shall not be jeopardized.
  9. Any damage done to plants, equipment or buildings must be corrected without any additional cost to the JCRA.

#### **4.3 Indemnification**

The Successful Bidder(s) 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 Agency and/or the City and/or the Successful Bidder(s), or its officers, employees, contractors or agents, in the performance of this Agreement. This requirement of the Successful Bidder(s) to indemnify, defend and hold harmless the Agency and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the Agency 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. \_\_\_\_\_ Written Bid (including all requested responses and materials)
2. \_\_\_\_\_ Bid Form (Form A-1)
3. \_\_\_\_\_ Ownership Disclosure Statement (Form A-2)
4. \_\_\_\_\_ Non-Collusion Affidavit (Form A-3)
5. \_\_\_\_\_ Acknowledgment of Receipt of Addenda (Form A-4)
6. \_\_\_\_\_ Disclosure of Investment Activities in Iran Form (Form A-5)\*
7. \_\_\_\_\_ Mandatory Affirmative Action Language (Form A-6)
8. \_\_\_\_\_ Minority/Woman Business Enterprise (Form A-7)
9. \_\_\_\_\_ Disclosure of Investigations and Other Actions Involving the Vendor Form (Form A-8)
10. \_\_\_\_\_ Americans with Disabilities Act of 1990 (Form A-9)
11. \_\_\_\_\_ Equipment Certification (Form A-10)
12. \_\_\_\_\_ References Form (Form A-11)
13. \_\_\_\_\_ Business Registration Certificate (requirements attached at Exhibit B)\*
14. \_\_\_\_\_ This Bidder's Checklist

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title of Signatory

\_\_\_\_\_  
Date

**PLEASE NOTE:**

\* Submission of the NJ Business Registration Certificate (“BRC”) and Disclosure of Investment Activities in Iran Form (“Iran Disclosure Form”) 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 or Iran Disclosure Form are not included with the Bid, they must be submitted prior to Contract award.

**EXHIBIT A**

**BIDDER FORMS**

*Forms appear on the following pages.*



**FORM A-1**

**BID FORM**

TO: Jersey City Redevelopment Agency  
ATTN: Jason Friedkin  
4 Jackson Square  
Jersey City, New Jersey 07305

From: \_\_\_\_\_ Date: \_\_\_\_\_, 2023

Name of Bidder

Company Name

Address

Telephone: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency 24 Hour Contact Phone #: \_\_\_\_\_

1. Pursuant to and in compliance the Request for Bids for Salting and Snow Removal Services (“**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 Contract.

In consideration for providing the Services set forth in the Agreement, Bidder proposes fees as follows:

**AUTHORIZED SIGNATORY OF BIDDER:**

**ATTEST:**

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

\_\_\_\_\_  
(Signature of Person Attesting)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

# 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

BID SOLICITATION # AND TITLE: \_\_\_\_\_

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.

1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.
2. The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary.  
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.
3. The vendor is a **corporation, partnership, or limited liability company**; and therefore, disclosure is necessary.

If you answered **YES** to Question 3, you must disclose the following information 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 _____

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?

If you answered **YES** to Question 4, you must disclose the following information 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 Services in relation to the Salting and Snow Removal Services at various Agency-owned properties, 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

**JERSEY CITY REDEVELOPMENT AGENCY  
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**

BID SOLICITATION #: \_\_\_\_\_

VENDOR/ BIDDER: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX  
AND THEN THIS CERTIFICATION MUST BE SIGNED BELOW**

Pursuant to Public Law 2012, c. 25, any person or entity that enters into or renews a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

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

I will skip Part 2 and **SIGN AND COMPLETE THE CERTIFICATION BELOW.**

OR

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

---

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

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

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

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

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

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

---

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

---

**FULL NAME (PRINT):** \_\_\_\_\_

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

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

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

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](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 _____	STATE _____	ZIP _____
TITLE _____		
ADDRESS _____		
CITY _____		

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

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

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

*\*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 _____	PHONE NUMBER _____
CONTACT NAME _____	
CASE CAPTION _____	CURRENT STATUS _____
INCEPTION OF THE INVESTIGATION _____	
SUMMARY OF INVESTIGATION _____	

*\*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 \_\_\_\_\_

DPP Rev. 12.13.2021

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

**FORM A-10**

**EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

The Bidder owns or controls all the necessary equipment and vehicles required to accomplish the work described in the Specifications. The Bidder also certifies that such equipment and vehicles are housed within a twenty-five (25) mile radius of the City of Jersey City. **The Bidder has attached a listing of all necessary equipment and vehicles required to accomplish the work described in the specifications and acknowledges that failure to include such listing will cause the Bid to be deemed non-responsive.**

Name of Bidder: \_\_\_\_\_

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

Name of above: \_\_\_\_\_  
Print

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

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

FORM A-11

**REFERENCES FORM**

**Submission of this attachment is mandatory. Failure to complete and return this attachment with your Bid will cause your Bid to be rejected and deemed non-responsive.**

List below three (3) references for services performed within the last five (5) years, which are similar in size and scope, to the scope of work which is required to be performed in this contract.

NAME OF PROJECT: **SALTING AND SNOW REMOVAL SERVICES**

**REFERENCE 1**

Name of Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ Value or Cost of Service: \_\_\_\_\_

Brief Description of Service/ Work Provided: \_\_\_\_\_

**REFERENCE 2**

Name of Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ Value or Cost of Service: \_\_\_\_\_

Brief Description of Service/ Work Provided: \_\_\_\_\_

**REFERENCE 3**

Name of Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ Value or Cost of Service: \_\_\_\_\_

Brief Description of Service/ Work Provided: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**EXHIBIT B**

**BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS**

## **New Jersey Business Registration Requirements**

Pursuant to N.J.S.A. 52:32-44, (“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 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](http://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**

**LIST OF AGENCY PROPERTIES INCLUDED IN THE SCOPE OF WORK**