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EXECUTIVE DIRECTOR
—
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GENERAL COUNSEL
—
STEVEN M. FULOP
MAYOR

JERSEY CITY REDEVELOPMENT AGENCY

REQUEST FOR PROPOSALS FOR

CENTRE POMPIDOU JERSEY CITY MUSEUM

DEVELOPMENT PROFESSIONAL

ISSUE DATE: April 18, 2024

DUE DATE: May 13, 2024, 12:00 p.m.

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

**NOTICE OF
REQUEST FOR PROPOSALS FOR
DEVELOPMENT PROFESSIONAL
PURSUANT TO THE COMPETITIVE CONTRACTING PROVISIONS
OF N.J.S.A. 40A:11-1 ET SEQ.**

Notice is hereby given that the Jersey City Redevelopment Agency (the “**JCRA**”) is seeking proposals from qualified individuals and firms (the “**Respondent**”) to provide development advice as set forth in Section 2 herein (the “**Services**”) related to the renovation and operation of the Pathside Building located at 84 Sip Avenue (“**Pathside Building**”) in the City of Jersey City (the “**City**”). The intent of this Request for Proposals (“**RFP**”) is to select an individual or firm to provide the Services.

Proposals for the Services (the “**Proposal**”) shall be received by JCRA no later than **May 13, 2024 at 12:00 p.m.** prevailing time (the “**Submission Date**”), addressed to Robert Napiorski Rnapiorski@cnj.org (the “**Project Representative**”) at 4 Jackson Square, Jersey City, New Jersey 07305, with an electronic copy to Bethany Russo, Owner’s Representative (BRusso@Economicprojects.com).

Proposals and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of each individual or firm responding to this RFP. 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 Proposal or for participating in this procurement.

Proposals for the Services shall be received by email, 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. Respondent assumes any and all risk of late delivery of its Proposal. Proposals not received on time will be returned to Respondent.

Specifications and Instructions to Respondents and Proposal Forms may be obtained from the Project Representative via an email request to Rnapiorski@cnj.org. Proposals shall be submitted on the Proposal Forms provided in the manner designated therein and submitted to the Project Representative with an electronic copy to Bethany Russo, Owner’s Representative (BRusso@Economicprojects.com). Proposals shall be clearly marked on the outside “PROPOSAL: PATHSIDE/CPJC DEVELOPMENT”.

All questions regarding the RFP must be submitted via email request to the Project Representative prior to **April 30, 2024 at 12:00 p.m.** Responses will be posted by the JCRA on the JCRA website no later than **4:00 p.m. on May 3, 2024.**

Proposals will be awarded and evaluated in accordance with N.J.S.A. 40A:11-1 et seq. Specifically, the JCRA is requesting proposals pursuant to the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the “**LPCL**”), specifically N.J.S.A. 40A:11-4.1 to 4.5, for the Services as further described herein.

Respondents and their subcontractors must at all times comply with all applicable obligations pursuant to the New Jersey Campaign Contributions and Expenditure Reporting Act, N.J.S.A. 19:44A-1, et seq., and any local or municipal restrictions adopted in accordance with said Act. Proposals will be evaluated by the JCRA. The JCRA will review each Proposal, and may, if necessary, conduct interviews with one or more of the Respondents as part of the final selection process. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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

Proposals may not be modified after submittal. The JCRA reserves the right to reject any or all Proposals or to waive any informalities in any Proposal received and to accept the Proposal which in its judgment will best serve the interest of the JCRA.

KEY DATES

RFP Issued	April 18, 2024
Deadline to Submit Questions	April 30, 2024 at 12:00 p.m.
JCRA Response to Questions	May 3, 2024 at 4:00 p.m.
Proposal Submission Deadline	May 13, 2024 at 12:00 p.m.
Respondent Zoom Interviews (if deemed necessary)	May 15, 2024 between 1:00 p.m. – 4:00 p.m.
Anticipated Date of Contract Award	May 21, 2024

**SECTION 1
GENERAL INFORMATION**

1.1 Introduction and Purpose

The JCRA is seeking proposals from Respondents to provide development consulting services related to the renovation and operation of the Pathside Building. In 2021, the City and the JCRA announced that they had selected Centre national d’art et de culture Georges Pompidou (the “**Centre Pompidou**”) as the international partner for the City and the Pathside Building, the Centre Pompidou’s first and only North American partnership, to create Centre Pompidou Jersey City. The Centre Pompidou is the leading French national cultural institution established in Paris

in 1977. It incorporates the Musée national d'art moderne, which houses the richest collection of modern and contemporary art in Europe, and one of the two largest in the world. The Centre Pompidou Jersey City (“**CPJC**”) will be a leading international cultural hub located at the heart of historic Journal Square, serving as a dynamic destination for residents and attracting visitors from all over the region, reflecting the energy and diversity of the City’s burgeoning arts community (the “**Project**”). The Centre Pompidou will provide its expertise to create an ambitious program emphasizing education via hands-on artistic and cultural experiences, with a community component central to the City’s ambitious and inclusive vision for the future, making this Project a promising multidisciplinary art laboratory for cultural and educational programming. With the addition of exclusive exhibitions created with the modern and contemporary art masterpieces from the Paris Centre Pompidou’s collection, as well as tailor-made and diversified events at the crossroads of all disciplines, the CPJC’s cultural agenda (to be revealed at a later date) will offer an effervescent fusion of art and ideas. The main goals of the CPJC are to:

- Develop institutional structures for the CPJC;
- Develop a comprehensive fundraising plan for the CPJC;
- Renovate and adaptively reuse the existing Pathside Building for arts and culture, to create a cultural anchor in Journal Square as the area continues to grow and develop;
- Provide exhibition space to show the selections from the Centre Pompidou collection;
- Provide educational space for school children of all ages;
- Provide programmatic space for the local arts and cultural community which could include but is not limited to exhibition space, gathering space, and workshop space; and
- Provide an event space.

The JCRA seeks Proposals to secure an agreement with a Respondent to provide the Services (the “**Agreement**”). The Respondent awarded the Agreement (the “**Successful Respondent**”) will be required to perform all Services described in this RFP, and in all addenda issued hereunder. Prior to commencement of work, JCRA and Successful Respondent will enter into JCRA’s form Agreement attached hereto as **Exhibit C**. Respondents are encouraged to participate in the site visit to allow Respondents to walk the site and consider the requirements of this RFP prior to bidding.

1.2 Award of Contract

Proposals are being solicited pursuant to the competitive contracting process set forth in N.J.S.A. 40A:11-4.1 et seq. The JCRA and an Evaluation Committee designated by the JCRA (the “**Evaluation Committee**”) shall review all Proposals to determine if they satisfy the RFP requirements and evaluate same based upon the evaluation criteria set forth in the RFP. The Evaluation Committee will rank each of the responsive Proposals. If the JCRA determines to make an award, the Respondent with the highest averaged rank will be recommended to the JCRA by the Evaluation Committee for award of the contract.

The JCRA may, at its discretion, schedule interviews with any or all Respondents for the purpose of further evaluation of the Respondent’s capabilities, qualifications and proposed methodology.

The Successful Respondent shall commence the Services no later than June 1, 2024 (the “**Start Date**”) including completion of all staffing, training, and other necessary measures to perform the Services set forth in the Agreement. The Start Date is subject to change.

The Successful Respondent will be required to comply with the requirements of N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27 and N.J.S.A. 40A:11-18.

1.3 Communications

Notwithstanding the participation of JCRA professionals and staff in the RFP process, all communications with the JCRA concerning this RFP, shall be directed to the Project Representative.

1.4 Reservation of Rights and Options by JCRA with Respect to the RFP

By responding to the RFP, Respondents acknowledge and agree that the JCRA, in its sole discretion, reserves the following rights and options regarding any and all Proposals:

- (a) To abandon the RFP process, including the right to decline to award the Agreement for any reason.
- (b) To accept the Proposal that best serves the interests of the JCRA and the City in the JCRA’s sole judgment based on the evaluation of the criteria set forth at Section 4 of this RFP.
- (c) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Proposal with the provisions of this RFP.
- (d) To reject any or all Proposals.
- (e) To reject incomplete or non-responsive Proposals, or Proposals not signed by an authorized representative of the Respondent.
- (f) To change or alter the terms and conditions of this RFP so long as copies of such changes are sent to all the persons/entities who have received a copy of the RFP.
- (g) To undertake all steps necessary to obtain or clarify information as requested or provided by any Respondent.
- (h) To interview any and all Respondents.
- (i) To make investigations deemed necessary to determine the responsibility and

qualifications of Respondent and the ability of Respondent to perform the Services (defined herein).

1.5 Conditions of JCRA with Respect to the RFP

By responding to the RFP, Respondents acknowledge and consent to the following conditions relative to the submission, review and consideration of its Proposal:

- (a) The issuance of the RFP is not intended to, and shall not be construed to, commit the City or JCRA to execute a contract with Respondent.
- (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 Proposals, nor will there be any reimbursement to Respondent for the cost of preparing the Proposal or for participating in the Proposal process.
- (c) All Proposals will become the property of the City and JCRA and will not be returned.
- (d) Failure of any Respondent to submit a Proposal that completely addresses the requirements of this RFP, at the times and in the manner specified in this RFP, may result in the rejection of the Proposal in the sole discretion of the JCRA.
- (e) All activities related to the provision of the Services required pursuant to this RFP as contained herein, shall be subject to compliance with all applicable Federal, State and local laws, regulations and requirements.
- (f) Any and all Proposals must be received by the Submission Date. Any Proposal not received by that time will not be considered unless the JCRA determines otherwise.
- (g) In no event will the City or JCRA assume liability for any loss, damage, or injury that may result from any disclosure or use of any information contained in or submitted with a Proposal, including any proprietary information.

SECTION 2 SCOPE OF SERVICES

2.1 Scope of Work-Development Professional. The JCRA will select a development professional to assist the JCRA in all aspects of fundraising for the construction and operations of CPJC and develop the CPJC's capacity to independently fundraise long-term. The Respondent's responsibilities will include the following deliverables and activities and all Proposals shall include a breakdown of costs (including expenses) for each component:

2.1.1 Deliverable - Research

- (a) Benchmarking of relevant in-market donations (i.e. naming, capital, operating and

endowment gifts to cultural, educational and medical organizations in New Jersey).

(b) Creating a prospect list that includes the corporate sector, government, foundations, and individuals. The list should contain dates, procedures and deadlines for relevant opportunities and outreach.

2.1.2 Deliverable – Fundraising Materials and Strategy

(a) Drafting boilerplate proposals for core fundraising prospects (i.e. individuals, corporations, foundations, government) which includes any necessary budget and narrative information required by the donor.

(b) Developing a benefits package for different funding levels.

(c) Drafting copy and design elements for key collateral (brochures, look-book, etc).

(d) Developing a fundraising strategy for multi-phased campaign which should include the following:

1. Initial fundraising campaign for Pre-opening period;
2. Initial fundraising campaign during Year 1 of operations (Fall 2027-2028);
3. Naming opportunities with suggested levels of support;
4. Board roles/responsibilities for fundraising;
5. Pre-Opening fundraising events; and
6. Museum Launch event.

2.1.3 Activity - Staffing

(a) Attend kick-off meeting to align Respondent with JCRA’s expectations, timing, workplan and deliverables;

(b) Attend meetings with internal stakeholders;

(c) Propose staffing plan for ongoing development efforts at CPJC; and

(d) Attending all donor solicitation and coordination meetings, as necessary.

2.1.4 Activity – Board Recruitment and Engagement

Coordinate with JCRA and consultant team to identify and cultivate and potential board members and advisory board members that can aid in stewardship of the CPJC, meaningful fundraising efforts and recruitment, all based on criteria, including but not limited to, the following:

- (a) Mission alignment;
- (b) Capacity to support;
- (c) Relationships;
- (d) Likelihood to serve;
- (e) Skills needed by the organization; and
- (f) Diversity in geography, identities, personal demographics and interests.

2.2 Term of Agreement

The term of the contract to be awarded pursuant to this RFP shall commence on or about June 1, 2024 for an initial term of one (1) year. The JCRA may, at its option, extend the term of the contract for up to four (4) additional periods of one (1) year each, provided that in accordance with competitive contracting procedures of the LPCL, the total contract term shall not exceed five (5) years.

SECTION 3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

3.1 Submission Procedures

3.1.1 Time and Place of Proposal Submission

Proposals shall be submitted to JCRA no later than the Submission Date. Respondents shall submit their proposals to the Project Representative either at the below address or to the emails listed below:

Robert Napiorski
4 Jackson Square
Jersey City, New Jersey 07305
Email: rnapiorski@jcnj.org

With an electronic copy to
Bethany Russo
Email: BRusso@Economicprojects.com

Submissions shall be made by any one of the following delivery methods:

- (1) Email to the Project Representative with the Proposal as an attachment. The subject line of the email shall include: (i) the name of the Respondent; and (ii) “PROPOSAL: PATHSIDE/CPJC DEVELOPMENT.” The JCRA will **not** accept any Proposals by secured link, Dropbox, or link to webpage. The body of the email to the Project Representative must include both the name and address of the Respondent; or
- (2) Hand delivery, mail/return receipt requested or overnight mail. **Proposals submitted via hand delivery shall be delivered Monday – Thursday between the hours of 10:00 a.m. and 4:00 p.m. but no later than May 13, 2024 at 12:00 p.m.** Respondents may submit a thumbdrive, flashdrive or external storage drive containing each Proposal which shall be enclosed in an opaque, sealed envelope or otherwise boxed, marked with the name and address of the Respondent. The outside of the envelope shall be clearly marked “PROPOSAL: PATHSIDE/CPJC DEVELOPMENT” Proposals received after the herein stated deadline will be marked “received late” and may be returned unopened to the Respondent. A copy of the Proposal shall be emailed to Bethany Russo BRusso@Economicprojects.com.

3.1.2 Addenda or Amendments to the Proposal

Questions pertaining to the RFP must be submitted via email to the Project Representative not later than **April 30, 2024 at 12:00 p.m.** No oral interpretations and responses will be made. Responses to the questions will be posted by the JCRA on the JCRA website no later than **May 3, 2024 at 4:00 p.m.**

During the period provided for the preparation of Proposals, JCRA may issue addenda or amendments to the RFP. These addenda will be numbered consecutively and will be posted on the JCRA’s website. The addenda will be issued by, or on behalf of, JCRA and will constitute a part of the RFP. **Each Respondent is responsible for checking the JCRA website for addenda.** JCRA is not responsible for notifying Respondents when addenda are posted. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of the Proposal by submitting an executed acknowledgment form (**Exhibit A, Form A-4**). All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date. Failure of the Respondent to receive any addenda shall not relieve the Respondent from any of the requirements of the RFP.

3.1.3 Withdrawal of Proposal

A Respondent may not withdraw its Proposal once it has been submitted.

3.2 Submission Requirements

To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Proposals submitted in response to this RFP adhere to the required response format described herein. The JCRA requires compliance with the format standards to ensure that clear, concise and complete statements are available from each Respondent in response to the

criteria listed herein. The JCRA is not under any obligation to search for clarification through additional or unformatted information. Where a Proposal contains conflicting information, the JCRA at its option may either request clarification or may consider the information unresponsive.

3.2.1 Organization

Each Proposal submitted in response to the RFP shall consist of the following:

Section I.	Respondent Checklist (Including all <u>required</u> forms, <u>Exhibit A</u>)
Section II.	General Information
Section III.	Management Information
Section IV.	Information Concerning Experience and Proposed Services
Section V.	Assumptions and Governmental Responsibilities
Section VI.	Supplemental Information

3.2.2 Format

Respondent shall provide the appropriate information required in accordance with the following content and format requirements.

- (a) All related information shall be bound as a single document, unless that is impractical.
- (b) The responses shall be concise, clear, factual, and complete with a minimum of extraneous material.
- (c) The Proposal shall be indexed and sectioned, including page numbers, and shall be prefaced with a table of contents.

3.3 Specific Requirements for Each Proposal

3.3.1 Proposal Form and Signature Requirements (Section I of the Proposal)

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

Section I shall include the applicable Proposal Form and the following information:

(a) Fee Proposal

Provide a fee per service for the complete Services required, as described in Section 2.1

and Section 2.2.

(b) Reimbursable Expenses

Please include a detailed estimate of reimbursable expenses in total and per service.

(c) Hourly Rates (if applicable)

Provide your firm's hourly rate schedule.

(d) Acknowledgment of Submission of All Required Forms

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

3.3.2 General Information (Section II of the Proposal)

Section II of the Proposal shall contain the following general information about the Respondent:

- (a) The name, address, telephone number, and email address for the Respondent's primary business office and the name, address, telephone number, and email address authorized representative of the Respondent.
- (b) The parent company and any subsidiary or affiliated companies of the Respondent, giving the names, addresses and telephone numbers of each such company.
- (c) If Respondent is a corporation, date of incorporation, State of incorporation, president's name, vice president's name(s), secretary's name, treasurer's name.
- (d) If Respondent is a partnership, date of organization, type of partnership, name(s) of general partner(s).
- (e) If the Respondent is individually owned, date of organization and name of owner.
- (f) State whether the Respondent is a local Jersey City business or a minority-owned or women-owned or small business enterprise and if so, provide proof of such classification. In addition, state whether any members of the Respondent's Executive Staff are local residents, women or minorities.
- (g) Provide a list of references for comparable projects, including the name of the municipality or company or cultural institution and a contact's name, title, and email address or phone number as well as a description of services provided.
- (h) State whether Respondent has ever failed to complete any public contract awarded to it.

- (i) State whether there are any judgments, claims, arbitration proceedings or lawsuits pending or outstanding against Respondent or its officers.
- (j) Provide a complete list of all criminal charges brought against Respondent or its owners or officers and the disposition of all such criminal charges.
- (k) Submit a New Jersey Business Registration Certificate (“**BRC**”) in accordance with the requirements attached at **Exhibit B**. While submission of the BRC is not statutorily required at the time of Proposal submission, to facilitate the Proposal evaluation and contract award process, the Respondent is encouraged to submit a copy of its valid BRC and those of all subcontractors identified, with its Proposal. Failure to include these BRCs with the Proposal will not result in rejection of the Proposal, however, any required BRCs must be submitted to the JCRA prior to award of a contract.
- (l) State whether Respondent or any of its owners or officers have ever declared bankruptcy or been the subject of an involuntary bankruptcy proceeding or an assignment for the benefit of creditors.

3.3.3 Management Information (Section III of the Proposal)

Section III of the Proposal shall include the following information concerning the Respondent and its management:

- (a) Respondent shall provide resumes for its key personnel including names, years of experience and specialized training, as applicable.
- (b) Respondent shall provide a Project management plan, including a proposed staffing chart indicating the number of employees it anticipates utilizing in performance of the Services.
- (c) Respondent shall describe briefly any occasion in which Respondent, any officer or owner of the Respondent, has ever been disqualified, removed, or otherwise prevented from bidding on, participating in, or completing a Federal, state, or local governmental project because of a violation of law, administrative code provision or safety regulation.
- (d) Respondent shall describe briefly any occasion in which Respondent has been in a position of default in a Federal, state or local government project, such that payment proceedings and/or execution on a payment, performance or bid bond, letter of credit, surety or guaranty have been undertaken.
- (e) Respondents shall provide in their Proposal a proposed timeline for implementation of the Services.

3.3.4 Information Concerning Experience and Proposed Services (Section IV of the Proposal)

Section IV of the Proposal shall include a narrative description of Respondent's experience providing services similar to the Services. Respondent should highlight any experience working on projects of a similar nature, such as museums, exhibition spaces, and/or other comparable structures.

3.3.5 Assumptions and Governmental Responsibilities (Section V of the Proposal)

Respondents should state any assumptions being made relating to any part of the Proposal. Respondents shall clearly describe any assumptions relating to the responsibilities and/or commitments Respondent expects of the JCRA and/or the City throughout the entire duration of the Agreement. Respondent should state what it believes to be the scope of the Services to be provided under the Agreement and how it will satisfy that scope. If there are any gaps between what Respondent believes should be the proper scope given all information known at the time of this RFP, Respondent should clearly identify such gaps and clearly mark these statements as such.

3.3.6 Supplemental Information to be Provided at Respondent's Option (Section VI of the Proposal)

Respondent may include in Section VI any other information that it deems relevant or useful for JCRA to consider in qualifying the Respondent. Superfluous information should be avoided. If Respondent does not wish to submit additional information, indicate by the word "None."

SECTION 4 EVALUATION OF PROPOSALS

4.1 Evaluation Process. Proposals are being solicited pursuant to the competitive contracting process set forth in N.J.S.A. 40A:11-4.1 et seq. The JCRA and an Evaluation Committee designated by the JCRA shall review all Proposals to determine if they satisfy the RFP requirements and evaluate same based upon the evaluation criteria set forth in the RFP. The Evaluation Committee will rank each of the responsive proposals. If the JCRA determines to make an award, the Respondent with the highest averaged rank will be recommended to the JCRA by the Evaluation Committee for award of the contract.

4.2 Interviews (Optional). The JCRA may, at its discretion, schedule interviews with any or all Respondents for the purpose of further evaluation of the Respondent's capabilities, qualifications and proposed methodology.

4.3 Evaluation Criteria. After evaluating the proposals, the Evaluation Committee shall furnish a written Evaluation Report to the Board of Commissioners of the JCRA setting forth its analysis of the Proposals and the basis for its ranking of the responsive Proposals. The Evaluation

Committee will not be required to rank a nonconforming or otherwise nonresponsive Proposal. The names of the members of the Evaluation Committee shall not be disclosed until the Evaluation Report is presented to the JCRA.

The Proposals will be evaluated on the following weighted criteria, taking into consideration, as may be applicable, specific inquiries as set forth in N.J.A.C. 5:34-4.2.

<u>CRITERIA WEIGHT</u>	<u>POINTS</u>
Qualifications, References and Capacity of Respondent	[0 – 20]
General Experience of the Respondent as Applicable to this Project *	[0 – 30]
Development Approach	[0 – 30]
Fee Proposal	[0 – 20]

*As part of the evaluation of proposals and in accordance with the criteria set forth herein, the JCRA will consider the Respondent's: experience with projects of a similar profile, requirements and program; familiarity with the City and its agencies/authorities; familiarity with the New Jersey market, the regional market and the national market; inclusiveness and diversity represented by the Respondent's ownership and proposed project team; and City residence by the Respondent, its owners and/or its project team members.

SECTION 5 GENERAL TERMS AND CONDITIONS

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

5.1 Insurance

(a) Successful Respondent 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 Respondent 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 RFP. The policies required to be purchased and maintained pursuant to this RFP shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by the Successful Respondent or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Successful Respondent 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. **Professional Liability Insurance.** Successful Respondent 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.
- ii. **Workers' Compensation Insurance.** If required by law, Successful Respondent 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 Respondent with limits of not less than:

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

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

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

- i. The policies of insurance required herein must be maintained in full force and effect, and as specified herein, by Successful Respondent without interruption for the entire duration that Successful Respondent provides the Services, except the policy of insurance described in Section 5.1(i) of this RFP must be maintained for a period of six (6) years after the completion of the services.

(c) Before commencing the Services hereunder, Successful Respondent shall furnish the JCRA with all certificates of such insurance and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Contract.

(d) Successful Respondent agrees to 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 Key Rating Guide for Property and Casualty covering all operations under this Contract.

5.2 Confidentiality

Any party receiving or responding to this RFP agrees to maintain complete confidentiality concerning the contents of this RFP or any details pertaining to the Project, except to persons who have a “need to know”, including associates within the Respondent’s organization and related consultants, attorneys, accountants or to comply with a regulatory request or to an order of court of competent jurisdiction. Respondents are to refrain from discussing any aspect of the RFP, their participation or their proposal itself with all members of the media, colleagues in the broader architectural community, and the general public, unless and until authorized in writing by the JCRA.

5.3 Indemnification

Successful Respondent shall 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 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 incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any acts, errors, omissions, or conduct of Successful Respondent, or any of their officers, employees, contractors or agents, arising out of the performance of this Agreement. This requirement applies to all claims, damages, losses, and expenses arising out of the performance of this Contact regardless of whether or not such claims, damages, losses or expenses are caused in part by the acts, omissions, or conduct of the JCRA and/or the City. Notwithstanding the foregoing, if there is judicial determination, consent decree, or binding arbitration award that a claim, expense, damage, loss, bodily injury, or death arose solely out of the JCRA and/or the City’s acts, omissions, criminal acts, willful and wanton misconduct or gross negligence, Successful Respondent shall not be obligated to satisfy any judgments against the JCRA and/or the City for such claims.

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COMMISSIONERS
—
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MAYOR

RESPONDENT CHECKLIST

This Respondent'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 Respondent to submit. This form lists each of the items required to be submitted with the proposal, and a place for the Respondent to indicate, by initialing each entry, that the Respondent has included those required items with the completed proposal. Each Respondent shall complete this checklist and submit it with the proposal, 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 proposal (including all requested responses and materials)
2. _____ Proposal 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. _____ Americans with Disabilities Act (Form A-7)
9. _____ New Jersey Anti-Discrimination Provisions, *N.J.S.A. 10:2-1 et seq.* (Form A-8)
10. _____ M/WBE Questionnaire (Form A-9)

11. _____ Disclosure of Investigations and Other Actions Involving the Vendor Form
(Form A-10)
12. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Form A-11)
13. _____ Business Registration Certificate (requirements attached at Exhibit B)*
14. _____ This Respondent’s Checklist

Respondent’s Signature

Name of Respondent Printed or Typed

PLEASE NOTE:

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

EXHIBIT A

RESPONDENT FORMS

Forms appear on the following pages.

FORM A-1

PROPOSAL FORM

TO: Jersey City Redevelopment Agency
Robert Napiorski
4 Jackson Square
Jersey City, NJ 07305

1. Pursuant to and in compliance with the Request for Proposals (“**RFP**”), including all addenda issued during the proposal period whether or not received or examined by the undersigned, the undersigned offers to provide the Development Professional (the “**Services**”) required by the proposed Agreement.

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

	PROPOSED FEE
Fee – Development Professional	
All Other Costs (reimbursable expenses, etc.)	
Total Fee	

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

3. The undersigned hereby represents that it:

- (a) has carefully studied the RFP and understands the RFP fully; and
- (b) has made this Proposal in accordance with the RFP and N.J.S.A. 40A:11-4.1 et seq.; and
- (c) has discovered no error, inconsistency or ambiguity in the RFP that the Respondent has not reported to the Project Representative in writing; and
- (d) has no question about the proposed contract documents and how they are to be interpreted and construed that has not been submitted to the Project Representative in writing; and
- (e) is familiar with the requirements of applicable law, statute, ordinances, building codes, rules and regulations affecting the Services to be performed.

DATE: _____

BY: _____

(Signature)

(Title)

(Firm Name)

FORM A-2

OWNERSHIP DISCLOSURE STATEMENT

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

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

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

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 Respondent submitting the proposal to the **JERSEY CITY REDEVELOPMENT AGENCY** for the contract for the Development Professional in relation to the Pathside Building/84 Sip Avenue Renovation, and that I executed the said proposal with full authority to do so; that said respondent 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 proposal 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 proposal and in this affidavit in awarding the contract for the said proposal.

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 Respondent)

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Subscribed and Sworn to before me
this ____ day of _____, 2024

Signature of Notary Public

FORM A-4

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

**JERSEY CITY REDEVELOPMENT AGENCY
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Respondent 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 Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM A-5

Disclosure of Investment Activities in Iran

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

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

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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)		Title	
Signature		Date	

FORM A-6

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

The Respondent 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, the Respondent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, 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 Respondent 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 Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report

Employee Information Report Form AA302

The Respondent shall furnish such reports or other documents to the Division of Contract Compliance and 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.

Submitted by

Name of Respondent: _____

This _____ day of _____, 2024.

Authorized Signatory

Type or Printed Name & Title

Telephone Number

FORM A-7

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. *SI21 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-8

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

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

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

FORM A-9

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Respondents

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.

FORM A-10

FORM A-10

Disclosure of Investigations and Other Actions Involving the Vendor Form



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.

Form with fields: NAME, TITLE, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, TITLE, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, TITLE, ADDRESS, ADDRESS, CITY, STATE, ZIP

Form with fields: NAME, TITLE, ADDRESS, ADDRESS, CITY, STATE, ZIP

*Attach Additional Sheets If Necessary.

PART 2

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

- 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey...
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible...
3. Are there currently any pending criminal matters or debarment proceedings...
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization...
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client...

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.

Form with fields: PERSON OR ENTITY NAME, CONTACT NAME, PHONE NUMBER, CASE CAPTION, INCEPTION OF THE INVESTIGATION, CURRENT STATUS, 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.

Signature _____

Date _____

Print Name and Title _____

FORM A-11



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

Blank lines for providing a detailed description of activity.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative, Date, Print Name and Title of Vendor's Authorized Representative, Vendor's FEIN, Vendor's Name, Vendor's Phone Number, Vendor's Address (Street Address), Vendor's Fax Number, Vendor's Address (City/State/Zip Code), Vendor's Email Address.

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

EXHIBIT B

BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS

New Jersey Business Registration Requirements

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

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

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

During the course of contract performance:

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

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

EXHIBIT C
FORM OF AGREEMENT

CONTRACT NO. []

***SUBJECT TO FURTHER REVIEW, COMMENT AND APPROVAL BY THE AGENCY IN
CONSULTATION WITH COUNSEL***

THIS CONTRACT NO. [] (the “**Contract**”), entered into as of this [] day of [], 2024 (the “**Effective Date**”), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the “**Agency**”), and [], with offices at [] (“[]”) ([] and the Agency, collectively, the “**Parties**”, and each individually, a “**Party**”).

WITNESSETH:

WHEREAS, the Agency was established by the City of Jersey City (the “**City**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, pursuant to the Redevelopment Law, the City designated the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and adopted the Journal Square 2060 Redevelopment Plan (the “**Redevelopment Plan**”); and

WHEREAS, the Agency owns and manages property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 25 Pathside (the “**Pathside Building**” or the “**Property**”), located within the Redevelopment Plan Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide designated municipal funding for the Agency’s redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

WHEREAS, the Agency has entered into a series of contracts with the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the “**Pathside Museum Project**”); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Plan, and the Cooperation Agreement, the Agency requires services for development and fundraising (the “**Services**”) from time to time; and

WHEREAS, under N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the “**LPCL**”), contracts for which the subject matter consists of services may be awarded without competitive bidding; and

WHEREAS, [____] submitted that certain Proposal dated [____], 2024 (the “**Proposal**”), attached hereto as **Exhibit A**, to provide the Services for a total Contract amount not to exceed [____] Dollars (\$[____].00); and

WHEREAS, the Services provided by [____] are services within the definition contained in N.J.S.A. 40A:11-2; and

WHEREAS, the Agency finds [____] to possess the skills and expertise to perform the Services, their Proposal to be fair and equitable, and wish to enter into a contract for the Services; and

WHEREAS, by Resolution No. [____], attached hereto as **Exhibit B**, dated [____], 2024, the Agency’s Board of Commissioners authorized execution of Contract No. [____] with [____] to provide the Services as outlined in the Proposal; and

WHEREAS, the Agency certifies that it has funds available for such costs; and

WHEREAS, notice of the award of this Contract shall be published in an official newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

NOW, THEREFORE, the Agency and [____], for the consideration and under the conditions hereinafter set forth, the sufficiency and receipt of which are hereby acknowledged, do agree as follows:

SECTION 1 – PURPOSE OF CONTRACT

The purpose of this Contract is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with [____]’s performance of the Services, outlined in the Proposal, in furtherance of the redevelopment of the Redevelopment Area.

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

- A. [____] shall perform the Services as outlined in the Proposal.
- B. Performance of the Services shall not be materially different from or more or less extensive than those specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and [____] in accordance with the procedure set forth in Section 3(b) herein.

- C. In performing the Services, [____] shall operate as and have the status of an independent contractor and shall not act as an agent or employee of the Agency. As an independent contractor, [____] shall be solely responsible for determining the means and methods of performing the Services.
- D. [____] shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- E. [____] shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.
- F. [____] shall provide regular progress reports to the Agency, at least monthly, describing at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Services.
- G. All Services shall be performed by licensed individuals, where applicable.
- H. The Agency and [____] agree to cooperate to provide [____] with access to the Property as deemed necessary and/or appropriate for [____] to perform the Services.

SECTION 3 – COMPENSATION AND PAYMENT

- A. Compensation paid by the Agency to [____] for the performance of the Services shall not exceed [____] (\$[____]). Such compensation shall include all labor, overhead costs and basic support services incurred by [____]. The Agency will not reimburse [____] for costs deemed by the Agency to be part of [____]'s labor costs, overhead costs and/or basic support services.
- B. Prior to engaging in work that may exceed the scope of the Services, [____] shall submit to the Agency, in writing, a request to perform such additional services, detailing the nature of the work, the cost of performing such work, and the need for the additional Services. [____] shall not proceed with any work that exceeds the scope of the Services without obtaining the prior, written consent of the Agency and, if required, the adoption of a resolution authorizing an amendment of the scope of this Contract by the Agency's Board of Commissioners. Any modifications of the Services which would result in increasing the compensation owed by the Agency hereunder shall require the prior authorization of the Agency's Board of Commissioners and shall in all cases be conditioned upon the availability of funds.
- C. [____] shall submit to the Agency any invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder, as described

in the Proposal attached to this Contract. [____] understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – INSURANCE

A. [____] shall procure, purchase and maintain the following insurance during the term hereof.

- i. **Professional Liability Insurance.** [____] 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.
- ii. **Workers’ Compensation Insurance.** If required by law, [____] 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 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 [____] as its employee and will not be responsible for any workers’ compensation claims filed against [____]. [____] shall have no status relative to the Agency other than that of independent contractor.

B. The following rider shall be made a part of the policies described above:

- i. The policies of insurance required herein must be maintained in full force and effect, and as specified herein, by [____] without interruption for the entire duration that [____] provides the Services, except the policies of insurance described in Section 4 A(i) must be maintained for a period of six (6) years after the completion of the services.

C. Before commencing the Services hereunder, [____] 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.

- D. [_____] agrees to 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 Key Rating Guide for Property and Casualty covering all operations under this Contract.

SECTION 5 – TERMINATION

- A. The Agency reserves the right to terminate this Contract in whole or in part, at its sole discretion, upon giving at least five (5) days' written notice to [_____] of such termination and specifying the effective date therefor. In such case, [_____] shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.
- B. If this Contract is terminated by the Agency pursuant to this Section 5, [_____] shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Services covered by this Contract, less payments of compensation previously made.
- C. If the Agency terminates this Contract due to the fault of [_____] , all finished or unfinished documents, data, studies, and reports prepared by [_____] under this Contract shall, at the option of the Agency, become the Agency's property, and [_____] shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, [_____] shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by [_____] , and the Agency may withhold any payments to [_____] for the purpose of setoff for a reasonable time as the exact amount of damages due the Agency from [_____] is determined.

SECTION 6 – DISPUTE RESOLUTION

Disputes arising under this Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to any court for adjudication; the Parties shall discuss and agree on the alternative dispute mechanism to utilize. If the Parties cannot agree on any alternative dispute mechanism, they are left to their respective rights at law or in equity. Engaging in any alternative dispute resolution process shall not prevent any Party from seeking injunctive, equitable or declaratory relief in a court of competent jurisdiction as may be needed under the circumstances. All judicial proceedings pertaining to this Contract shall be brought either in the Superior Court of New Jersey – Hudson Vicinage, or in the federal courts within the State of New Jersey, as the case may be.

SECTION 7 – INDEMNITY

[_____] shall indemnify, defend, save and hold harmless the Agency and the City, and their respective employees, officers, commissioners, directors and officials from any and all damages and from costs and expenses including legal fees and costs, to which the Agency and/or the City

and their respective employees, officers, commissioners, directors, officials, agents, servants, independent contractors and consultants may be subjected or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any acts, errors, omissions, or conduct of [____], or any of their officers, employees, contractors or agents, arising out of the performance of this Agreement. This requirement applies to all claims, damages, losses, and expenses arising out of the performance of this Contract regardless of whether or not such claims, damages, losses or expenses are caused in part by the acts, omissions, or conduct of the Agency and/or the City. Notwithstanding the foregoing, if there is judicial determination, consent decree, or binding arbitration award that a claim, expense, damage, loss, bodily injury, or death arose solely out of the Agency and/or the City's acts, omissions, criminal acts, willful and wanton misconduct or gross negligence, [____] shall not be obligated to satisfy any judgments against the Agency and/or the City for such claims.

SECTION 8 – TERM OF CONTRACT

This Contract shall terminate upon [____] completion of the Services and all related tasks, or [twelve (12) months] after the Effective Date of this Contract, unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein or unless this Contract is reauthorized by the Agency in accordance with applicable law and subject to approval by the Agency's Board of Commissioners.

SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE

This Contract has been awarded to [____] based on its merits and abilities to provide the Services described herein and in accordance with applicable law. [____] shall comply with any disclosure requirement pursuant to *N.J.S.A. 19:44A-20.26* of the Elections Transparency Act and other applicable law.

SECTION 10 – ADDITIONAL TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.*, with pertinent provisions attached hereto as **Exhibit C**, and pertinent provisions of the New Jersey Law Against Discrimination respecting public contracts, *N.J.S.A. 10:2-1* through *N.J.S.A. 10:2-4*, with all amendments thereto, attached hereto as **Exhibit D**.

SECTION 11 – CONFIDENTIALITY

In the course of performing the Services, [____] may gain access to nonpublic and confidential information. The Agency requires [____] to maintain the confidentiality of such information both during and after the course of [____]'s work with the Agency. [____] shall implement appropriate procedures to ensure the protection of all such information.

SECTION 12 – ENTIRE CONTRACT

This Contract and all exhibits attached hereto constitute the entire agreement between the Agency and [____] with respect to the subject matter hereof. This Contract supersedes all prior or

contemporaneous communications or representations of agreement, whether written or oral, with respect to the subject matter thereof. There have been and are no covenants, representations, restrictions or agreements other than those herein expressed.

SECTION 13 – TITLES AND HEADINGS

Any titles of the sections or subsections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile and/or scanned documents having the same legal effect as original signatures.

SECTION 15 – NOTICES

Any written notices required or desired hereunder shall be addressed to the respective Parties at the addresses above set forth, or such other address which may be designated in writing.

SECTION 16 – CONFLICTS

In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Contract and the terms and conditions of the Proposal, the terms and conditions of this Contract shall control.

SECTION 17 – APPLICABLE LAW

[_____] acknowledges that it has complied with Affirmative Action/Equal Employment Opportunity, Pay-to-Play and business registration requirements and that all required forms in connection therewith are on file with the Agency. This Contract shall be governed and construed under and in accordance with the laws of the State of New Jersey, including without limit the LPCL.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency and [____] have entered into this Contract as of the Effective Date.

WITNESS [_____]

Name:

By: _____
Name:
Title:

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY

Name:

By: _____
Name:
Title:

EXHIBIT A TO FORM OF AGREEMENT

PROPOSAL DATED [____], 2024

To be attached.

EXHIBIT B TO FORM OF AGREEMENT

JCRA RESOLUTION [___]

To be attached.

EXHIBIT C TO FORM OF AGREEMENT

MANDATORY AFFIRMATIVE ACTION LANGUAGE

The requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. are incorporated herein, including but not limited to the following provisions:

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

a. 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 are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such 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 the provisions of this nondiscrimination clause.

b. 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.

c. 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.

d. 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.

2. 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.

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

4. 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.

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

6. 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:

a. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

b. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

7. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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 N.J.A.C. 17:27-10.1 et seq.

EXHIBIT D TO FORM OF AGREEMENT

STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS

The following provisions of N.J.S.A. 10:2-1 et seq. are incorporated herein:

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.