

JERSEY CITY REDEVELOPMENT AGENCY

**REQUEST FOR PROPOSALS
FOR**

808 PAVONIA AVENUE MUSEUM BUILDING.

**MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE
PROTECTION SERVICES**

ISSUE DATE: January 7, 2025

DUE DATE: February 4, 2025, 3:00 p.m.

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

**REQUEST FOR PROPOSALS
FOR
MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SERVICES**

The Jersey City Redevelopment Agency (the “**JCRA**”) is seeking proposals from qualified firms (the “**Respondent**”) to provide Mechanical, Electrical, Plumbing, and Fire Protection (collectively and as further defined as 808 Pavonia Avenue in the City of Jersey City (the “**City**”). The intent of this Request for Proposals (“**RFP**”) is to select a firm to provide MEP/FP Services.

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 (the “Respondent”). 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 MEP/FP Services will be received by, hand delivery, mail, delivery service and email 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. Emails received on time and before mail delivery will be accepted as delivered on time. Proposals not received on time will be returned to Respondent unopened.

All questions regarding the RFP must be submitted via email request to Rob Napiorski at rnapiorski@icnj.org with copy to Bethany Russo at brusso@economicprojects.com prior to **January 17, 2025 at 3:00 p.m.**

Interviews with one or more of the Respondents may be required as part of the final selection process. Respondents are required to comply with the requirements of the RFP.

The JCRA shall award a contract for the MEP/FP Services or reject all Proposals within sixty (60) days after receipt of the Proposals.

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.

Proposals are to be submitted by **February 4, 2025 by 3:00pm**, as shown on the chart below. Proposals should be mailed or delivered to the Jersey City Redevelopment Agency at 4 Jackson Square (39 Kearney Avenue), Jersey City, NJ 07305 and emailed to Rob Napiorski at rnapiorski@icnj.org with a copy to Ralph DeMarco rdemarco@economicprojects.com and Bethany Russo at brusso@economicprojects.com.

KEY DATES

RFP Issued	January 7, 2025
Site Visit	N/A
Deadline to Submit Questions	January 17, 2025, at 3:00 p.m.
Agency Response to Questions	January 22, 2025, at 3:00 p.m.
Proposal Submission Deadline	February 4, 2025, at 3:00 p.m.

SECTION 1 GENERAL INFORMATION

1.1 Introduction and Purpose

The City of Jersey City (the “City”) and the Jersey City Redevelopment Agency (the “Client”), are developing a cultural hub program, totaling approximately 85,000 gross square feet of interior space, to be located in the proposed 808 Pavonia Avenue Building being developed by the KRE Group.

The Centre Pompidou is the leading French national cultural institution established in Paris in 1977. The Centre Pompidou Jersey City Museum will be an all-new 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 Jersey City’s burgeoning arts community. 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 the Centre Pompidou Jersey City a promising multidisciplinary art laboratory for cultural and educational programming.

The selected MEP firm will collaborate closely with the, Jersey City, Centre Pompidou and the architectural design team for the interior fit out of new building.

The main Centre Pompidou Jersey City requirements are summarized as:

- Provide exhibition space to show the selections from the Pompidou collection for special exhibitions;
- Incorporate a loading dock and other back of house support space to bring works of art into and out of the museum and provide the appropriate level of care for the collection.
- 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;
- Ensure that the museum facilities comply with the Americans with Disabilities Act (“**ADA**”); and
- Create a cultural anchor in Journal Square as the area continues to grow and develop.

1.2 Award of Contract

The award of the Contract, if made, will be made to the Respondent which the JCRA, in its sole discretion, deems to best meet the requirements and needs of JCRA based upon price, skills, expertise and other factors as described herein. The successful Respondent shall commence the MEP/FP Services no later than **February 21, 2025** (the “**Start Date**”) set forth in the Contract. The Start Date is subject to change.

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 Representatives, Bethany Russo, Victoria Bonners and Rob Napiorski.

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.
- (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 MEP/FP 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 MEP/FP 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 Agency 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.

1.6 Basis of Award:

Proposals will be evaluated according to the following criteria at a minimum:

- a) Identify all subconsultants the prime consultant will use (if any), including their roles and responsibilities in the project.
- b) Describe similar (in size and scope) or recent (within the last five years) projects for which the proposer was responsible. Information on each project listed may include drawings or photographs and must include project title, location, contract amount, net square footage, date construction completed, principal/lead designer and key personnel, a one-sentence description of the working relationship with the contractor and a one sentence description of the relationship with the client. Demonstrate the firm's capability to meet schedule deadlines without delays, cost escalations or overruns.
- c) Identify the key individuals from your firm who will be the key contact for this project. Describe their professional qualifications, availability for this project, and experience on similar projects (similar in size and scope). Only individuals who will actually work on this project should be identified.
- d) Proposers must be familiar with the NJ public bidding process. Please provide the names and locations of at least three (3) organizations and projects at which the proposer has conducted similar services and has similar requirements. Provide the names and contact information of specific individuals who we may contact for reference.
- e) Provide a detailed statement of the Proposer's understanding of the goals of this project and the services as outlined in this RFP.
- f) Provide information pertaining to how your company intends on managing the project and demonstrate a clear methodology and approach to meet the needs of the project stakeholders.

SECTION 2 SCOPE OF SERVICES

2.1 MEP/FP Engineer Scope of Work. Collectively, all services set forth in this Section 2.1 are referred to as the “MEP/FP Services”.

Part A: Programming and Concept Design.

Activities to include:

- Familiarize with the JCRA and the project’s requirements and reestablish the design standards for the building services for the project together with the client, architect, and project team.
- Assist the architect to refine the massing of the building and its orientation as may be required.
- Refine engineering concepts as required.
- Provide space planning and system distribution input to further inform the concept design for the building restoration and renovation.
- Incorporate the Developer provided MEP/FP systems of the new building for concept design.
- Identify key schedule implications related to implementing modifications for the conceptual design.
- Attend of Design meetings/workshops in New York and New Jersey (including teleconference) to discuss overall project objectives.
- Provide all drawings in AutoCAD or AutoDesk Revit (as applicable), and coordinate with the other design team consultants.

Deliverables to include:

- Concept Design MEP/FP Report

Part B: Schematic Design. Following the refined concept design, the project team will proceed to the Schematic Design stage. The documents will formalize the concept design for the project, illustrating the scale and relationships of the project components.

Activities to include:

- Interpret the client’s brief and evaluate the required MEP systems for all building components.
- Prepare design criteria.
- Review applicable national, state and local code requirements.
- Carry out preliminary energy code review.

- Provide space requirements for mechanical, electrical and plumbing equipment and distribution systems and assist architect and JCRA in preliminary space allocations and coordination with architectural and structural layouts.
- Provide ongoing consultation and attend design meetings in New York and New Jersey (including teleconference) as required.

Deliverables to include:

- Schematic Design MEP/FP Report
- Schematic Design MEP/FP Drawings

Part C: Design Development. Following approval of the Schematic Design stage documents, the project team will proceed to the Design Development stage. The Respondent shall provide Design Development documents based on the approved Schematic Design documents and updated budget for the cost of the work.

Activities to include:

- Design and develop all mechanical, electrical, plumbing systems, fire suppression/sprinklers and fire alarm as follows: heating, ventilation and air conditioning systems; plumbing systems including domestic water systems and drainage; electrical power distribution; fire alarm and fire suppression; smoke control systems; and emergency/standby power supplies.
- Develop detailed space requirements for mechanical, electrical and plumbing equipment and distribution systems, and coordination with architectural and structural layouts.
- Refine and develop schemes based on developed architectural, structural, MEP program needs and JCRA input.
- Review utility requirements and provide estimated loads in preparation for utility applications and permits.
- Provide electrical load estimates and assist the architect and client in coordination with the utility requirements.
- Provide gas load estimates and assist the architect and client in coordination with the gas utility.
- Coordinate wet utilities with the project civil engineer. Wet utilities shall be picked up by the civil engineer from 5 feet from the building boundary.
- Coordinate proposed MEP systems with structural systems.
- Prepare MEP design development drawings including plans, single line diagrams and schedules.
- Provide ongoing consultation and attend design meetings in New York and New Jersey (including teleconference) as required.

Deliverables to include:

- Performance specifications sections for the applicable systems in the same format used by the architect.
- Typical detail sketches, in AutoCAD or AutoDesk Revit, hand drawn, for architects to use in preparing the Design Development package.
- Design Development MEP/FP Drawings and assist design team in preparation and issuance of complete and coordinated Design Development drawings.

Part D: Construction Documentation. Following approval of the Design Development stage, the project team will proceed to the Construction Documentation stage. The Construction Documentation provides the completed set of plans and technical specifications (with the exception of the standard specifications insertions) necessary to bid the project. The design is to be 100% complete.

Activities to include:

- Prepare construction documentation for MEP systems including fire suppression/sprinklers and fire alarm as follows: heating, ventilation and air conditioning systems; plumbing systems including domestic water systems and drainage; electrical power distribution; circuiting of internal and external lighting system; fire alarm and fire suppression; lighting protection system; fire alarm and fire suppression; lighting protection system; and emergency/standby power supplies.
 - Fire protection performance specification to include coordination of the incoming fire service, standpipe risers and fire pump.
 - Energy compliance model is included in this package.
 - Infrastructure to support outside public/private space and landscape elements is included in this scope.
- Lighting Consultant shall provide AutoCAD or AutoDesk Revit drawings (as applicable), control zoning diagrams, and fixture cut sheets by the end of the Design Development phase for adoption by the Electrical Engineer.
- Provide New Jersey P.E. signed and sealed drawings for submission to the Building Department. Submission and filing of paperwork to be done by other parties.
- Provide ongoing consultation and attend design meetings in New York and New Jersey (including teleconference) as required.

Deliverables to include:

- Specifications sections for the applicable systems in the same format used by the architect.
- Typical detail sketches, in AutoCAD or hand drawn, for architects to use in preparing the Construction Documents package.
- Construction Document MEP/FP Drawings and assist design team in preparation and issuance of complete and coordinated Construction Document drawing set.

Part D.1: NJ Uniform Construction Code and Plan Review and Permit. The project construction documents must comply with the latest adopted edition of the NJ Uniform Construction Code (NJUCC). The latest NJUCC Adopted Codes and Standards can be found at: <http://www.state.nj.us/dca/divisions/codes/codreg/>
The Consultant shall identify and obtain all other Local or State Regulatory Agency permits, certificates, and approvals that will govern and affect the work described in this Scope of Work.

Part D.2: Energy Rebate and Incentive Programs. The Consultant shall review any and all programs on the State and Federal level to determine if any proposed upgrades to the mechanical and/or electrical equipment and systems for this project qualify for approved rebates and incentives.

The Consultant shall be responsible to complete the appropriate registration forms and applications, provide any applicable worksheets, manufacturer's specification sheets, calculations, attend meetings, and participate in all activities with designated representatives of the programs and utility companies to obtain the entitled financial incentives and rebates for this project.

Part E: Bidding. Following approval of the Construction Document stage documentation or potentially in tandem with this stage, the project will be bid with the support of the project team.

Activities to include:

- Prepare bid addenda as necessary to clarify the bid documents when bidders ask questions which may affect the bid price, if required, the Design Consultant shall immediately develop Agenda to clarify or revise the bid documents. The Design Consultant shall not provide oral interpretations or information to prospective bidders directly. Bulletins will be submitted to and issued by the JCRA Procurement unit in accordance with the bid time constraints.
- The Design Consultant: in conjunction with the Project Manager, shall review the bid proposals submitted by the various Contractors to determine the low responsible bid for the project. The A/E; in conjunction with the Project Manager and Project Team members, shall develop a post bid questionnaire based on the project requirements and shall schedule a post bid review meeting with the Contractor's representative to review the construction costs and schedule, staffing, and other pertinent information to ensure the contractor understands the Scope of the Work and that their bid proposal is complete and inclusive of all requirements necessary to deliver the project in strict accordance with the construction documents.

- Assist the JCRA and architect in the analysis of alternatives or substitutions of equipment or building elements that could affect the performance function of the acoustic/special areas.

Deliverables to include:

- Addenda and bid/proposal evaluations.

Part F: Construction Administration.

Activities to include:

- Review contractor supplied shop drawings, coordination drawings, product data, material samples and other related submittals for general conformance with the contract documents. Review of contractor submittals shall be limited to two (2) consecutive reviews for any single submission.
- Review written contractor requests for change orders.
- Review of other contractor generated requests for information (“RFI”).
- Assist architect and contractor with preparation of punch lists prior to final handover.
- Attend commissioning meetings once a month to support the Cx process.
- Review RFI log and respond to MEP design team items.
- Review and comment on proposed functional test procedures.
- Attend weekly meetings during the start-up at the end of the CA stage.
- Prepare record documents in CAF and PDF format.
- Review outstanding punch list and Cx log items.
- Provide periodic field observations to observe structural construction. The basic services will include 18 visits to the site during the structural construction phase including a report on each visit. Periodic site visits do not take place or remove the requirement for Special Inspections.
- Participate in biweekly meetings with design team and contractors during structural construction phase (to be coordinated with site visits)
- Review all project close-out documents required by the contract documents as submitted by the Contractor to ensure compliance with the contract documents.
- Project Close-Out Phase shall be completed by the Design Consultant and included in the submission to document to the JCRA Project Manager that all the deliverables required in the SOW have been submitted.

Deliverables to include:

- Submittal reviews, responses to RFIs and field reports.
- Close Out Documentation

2.2 Term of Contract

The term of the Contract shall commence on the Start Date as defined in Section 1.2 of this RFP and shall be for a period of twelve (12) months, with contract renewal every twelve (12) months.

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 the JCRA no later than the Submission Date. Respondents shall submit their proposals to the **Project Representative** at the below address:

Ralph DeMarco at rdemarco@economicprojects.com, Bethany Russo brusso@economicprojects.com and Rob Napiorski at rnapiorski@icnj.org

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: 808 PAVONIA AVENUE MEP/FP SERVICES." 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
- (2) Hand delivery, mail/return receipt requested or overnight mail. **Proposals submitted via hand delivery shall be delivered Monday – Thursday between the hours of 10:00a.m. and 4:00p.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: 808 PAVONIA AVENUE MEP/FP SERVICES" Proposals received after the herein stated deadline will be marked "received late" and may be returned unopened to the Respondent.

3.1.2 Addenda or Amendments to the Proposal

Questions pertaining to the RFP must be submitted via email to Robert Napiorski at rnapiorski@icnj.org and Bethany Russo at brusso@economicprojects.com not later than,

January 17, 2025 at 3:00 p.m. No oral interpretations and responses will be made. Responses will be posted on the JCRA website.

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.

3.2 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 per **Section 3.2.2 through Section 3.3.6**

Section I.	Proposal Form and Signature Requirements
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.
- (b) 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 the following information:

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

(a) Fee Proposal

Provide a fee per phase for the complete services required, as described in Section 2.1.

(b) Hourly Rates

Provide your firm's hourly rate schedule.

(c) Acknowledgment of Submission of All Required Forms

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.
- (g) Provide a list of references, including the name of the municipality or company and a contact's name, title, and email address or phone number.
- (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.

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 MEP/FP 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 MEP/FP 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 the MEP/FP Services or similar services. Respondent should highlight any experience working with projects of a similar nature, such as museums, exhibition spaces, and/or other comparable structures.

3.3.5 (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 MEP/FP 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 General

The objective of this RFP is to enable the JCRA to select an entity that will provide the most complete, dependable and responsive MEP/FP Services. Each Section of the Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the ability of Respondent to perform, and conformance with the requirements of the RFP. All Proposals submitted in accordance with the requirements of this RFP will be reviewed for completeness and responsiveness. ***PROPOSALS THAT DO NOT MEET THE MINIMUM QUALIFICATIONS CRITERIA WILL BE CONSIDERED BY THE JCRA TO BE NON-RESPONSIVE, UNLESS SUCH QUALIFICATIONS ARE OTHERWISE WAIVED BY THE JCRA.*** JCRA, in its sole discretion, will decide if a Respondent meets the minimum qualifications.

4.2 Evaluation Process

Proposals will be evaluated by the JCRA and its professionals. The Agreement will be awarded to the Respondent whose Proposal is the most advantageous to JCRA, price, skills, expertise, and other factors considered.

The following criteria will be considered:

- Experience with projects of a similar profile, requirements and program;
- Familiarity with Jersey City and its authorities;
- Fee proposal representing good value;
- Previous collaboration on projects of a similar scope;
- Inclusiveness and diversity represented by the Respondent's ownership and proposed project team; and
- Jersey City residence by the Respondent, its owners and/or its project team members.

JCRA shall also take into account (i) the ability of Respondent to demonstrate a clear understanding of the MEP/FP Services and JCRA's objectives as identified in the RFP; (ii) the extent of the completeness and overall responsiveness of the proposal to the requirements of the RFP; (iii) Respondent's responses to the information requested in these specifications; and (iv) the information submitted by Respondent, as required by these specifications.

4.3 Interviews (Optional)

JCRA may, at its discretion, schedule interviews, after review of the proposals, with any or all Respondents for the purpose of further evaluation of Respondent's capabilities, qualifications and expertise to provide these MEP/FP Services.

4.4 Additional Information

JCRA reserves the right to request additional documentation from Respondents, after receipt of Proposals.

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 MEP/FP 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 Agreement. The policies required to be purchased and maintained pursuant to this Agreement shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by the Successful 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. **Commercial General Liability Coverage.** Successful Respondent shall, at its own cost and expense, obtain and keep in full force during the term of the Contract, a policy of general liability insurance ("CGL"), including contractual liability insurance for insured contracts, insuring against liability arising out of Successful Respondent's non-professional services for injuries to any person or persons and for loss or damage to the property of any person. The limits of such insurance must be at least Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover bodily injury, including personal injury, sickness or disease, or death; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- ii. **Professional Liability Insurance.** Successful 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.

- iii. **Workers' Compensation Insurance.** 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 Agency 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 Agency other than that of independent contractor.

- iv. **Automobile Liability Coverage.** Successful Respondent shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage for hired and non-owned autos of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily and property damage liability ("Automobile Liability Coverage").
 - (b) The following riders shall be made a part of the policies described above:
 - i. The CGL and Automobile Liability Coverage policies obtained by the Successful Respondent pursuant to this Contract shall include the Agency and the City as additional insureds, with the exception of the workers' compensation/employer's liability and professional liability policies, and, if applicable, shall list the locations and properties by Tax Block, Tax Lot and address where the MEP/FP Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on an ISO Form consented to the by Agency.
 - ii. The presence of employees of the Agency on the site where the MEP/FP Services will be performed shall not invalidate the policy of insurance.
 - iii. The policies of insurance required herein must be maintained in full force and effect, and as specified herein, by Successful Respondent without interruption for the entire duration that Successful Respondent provides the MEP/FP Services.

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

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 Pathside 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

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