



JERSEY CITY REDEVELOPMENT AGENCY

REQUEST FOR BIDS

FOR

GROUNDS MAINTENANCE AND LANDSCAPING SERVICES

ISSUE DATE: April 29, 2026

DUE DATE: May 14, 2026, 2 p.m.

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

**NOTICE OF
REQUEST FOR BIDS
FOR
GROUNDS MAINTENANCE AND LANDSCAPING SERVICES**

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

Sealed bids for the Services (the “**Bid**”) will be received by the JCRA on **May 14, 2026** at **2:00 p.m.** prevailing time (the “**Submission Date**”), addressed to Yesenia Palacios at 4 Jackson Square, Jersey City, New Jersey 07305.

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

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

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

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

Jersey City Redevelopment Agency
ATTN: Yesenia Palacios
4 Jackson Square
Jersey City, New Jersey 07305

Bids shall be clearly marked on the outside “**JCRA: GROUNDS MAINTENANCE AND LANDSCAPING SERVICES**”.

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

All questions regarding the RFB must be submitted via email request to Yesenia Palacios at Ypalacios@jcnj.org prior to **May 5, 2026 at 2:00 p.m.** Responses will be provided no later than **2:00 p.m. on May 8, 2026.**

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

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

KEY DATES

| | |
|------------------------------|---------------------------|
| RFB Issued | April 29, 2026 |
| Deadline to Submit Questions | May 5, 2026 at 2:00 p.m. |
| Agency Response to Questions | May 8, 2026 at 2:00 p.m. |
| Bid Submission Deadline | May 14, 2026 at 2:00 p.m. |

SECTION 1 GENERAL INFORMATION

1.1 **Introduction and Purpose**

The JCRA is requesting Bids from qualified entities to furnish labor, materials, tools, machinery, equipment, rigging, travel and other services or material necessary to provide the Services at the Properties identified in Form A-1.

1.2 **Award of Contract**

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

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

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

1.3 **Communications**

Notwithstanding the participation of JCRA professionals and staff in the RFB process, all communications with the JCRA concerning this RFB shall be directed via email request to Yesenia Palacios at Ypalacios@jcnj.org.

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

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

- (a) To abandon the RFB process, including the right to decline to award the Contract for any reason.
- (b) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Bid with the provisions of this RFB, in accordance with law.
- (c) To reject any or all Bids.

- (d) To reject incomplete or non-responsive Bids, or Bids not signed by an authorized representative of the Bidder.
- (e) To change or alter the terms and conditions of this RFB so long as copies of such changes are sent to all the persons/entities who have received a copy of the RFB.
- (f) To undertake all steps necessary to obtain or clarify information as requested or provided by any Bidder.
- (g) To make investigations deemed necessary to determine the responsibility and qualifications of Bidder and the ability of Bidder to perform the Services (defined herein).

1.5 Conditions of JCRA with Respect to the RFB

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

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

SECTION 2 SCOPE OF SERVICES

2.1 Collectively, all services set forth in this Section 2.1 are referred to as the “**Services**”. The Bidder(s) awarded a Contract for the Services (the “Successful Bidder(s)” or “Contractor”) shall supply all materials, parts, equipment, labor, permits, licenses, certifications and insurance necessary to provide the grounds maintenance work described herein for each property listed in Form **A-1** of this RFB. It is important that each work item identified under the Scope of Services be completed in a timely manner to ensure that the grounds are properly maintained and kept attractive.

SPRING PREPARATION AND CLEAN UP:

This work shall be completed during the last two (2) weeks of May. If this is not possible due to unfavorable weather conditions as agreed to by the Successful Bidder(s) and JCRA, said work shall be completed during the first week of June without loss of compensation to the Successful Bidder(s).

1. Pick up fallen debris from entire area.
2. Rake leaves from shrub/flower beds, lawn, walkways, parking lot, dumpster area, etc.
3. Cut lawn to a height of 3/4”.
4. Rake entire lawn and remove all stones greater than 3/4”, power blow all areas taking care not to set off any of the smoke detectors.
5. Collect and legally dispose of debris off the Property.
6. Remove and legally dispose of all fallen branches (up to (6) inches in diameter) and other debris off the Property.

i. LAWN CUTTING:

Starting from the first week of June and continuing to the second week of November, cut the lawn each week to maintain grass height of 2.5” - 4.0”. Periods between cuts shall not be more than 9 days or earlier than 6 days. After each cutting the following work is to be done and will be considered a part of the cutting operation each week:

1. Maintain all beds and curb line free of weeds. Pull weeds by hand where necessary. (Must be addressed at each weekly Property visit).
2. Trim grass and weeds from around objects such as fence and fence posts, bench footings, light posts/stanchions, concrete/wooden structures, edging for beds, etc.
3. Edge walks and curb line.
4. Power blow walkways, parking lot(s), steps, dumpster area(s) etc. to remove all grass cuttings, leaves and debris, using care not to blow into the Properties.
5. Collect and legally dispose of grass cuttings, leaves, weeds, branches and other debris off the Property. The Successful Bidder(s) shall use a catcher attached on the lawn mower and empty same at regular intervals when the lawn is being cut.
6. Close gates where applicable.

7. Care should be taken so that the grass clippings do not stain exterior building walls. The Successful Bidder(s) shall be responsible to immediately clean any stains and notify the zone office accordingly.
8. During the last week of August, spade cut around all beds, trees, shrubs and ornamental plants in lawn area.

It is understood that from time to time the Successful Bidder(s) will be required to remove fallen branches (irrespective of size), lawn debris, leaves, etc., especially during the fall months, as part of the lawn cutting operation.

ii. CRAB GRASS AND WEED CONTROL:

This work shall be completed during the first week of May, June and September (and as needed).

1. Apply appropriate weed killers and crab grass control to eliminate all weeds and crab grass from the lawn and other areas such as under decks, cracks in sidewalks, along curbs, non-lawn areas up to the property line and along fence lines. Where it is not possible or advisable to use weed killer, pull weeds by hand.
2. **Maintain fence line weed free and maintain fences vegetation free for all weekly Property visits.** If this is not possible, notify JCRA Zone Office as soon as possible.
3. Successful Bidder(s) must keep vegetation 2' (24") from the outside of the fence line on the east and south sides. This must be maintained at each weekly Property visit.

iii. SHRUB AND ORNAMENTAL PLANT PRUNING, TRIMMING AND CARE:

This work shall be completed sometime during the month of May, as weather permits, and during the first week of June, July and August and September. Should the weather continue to be warm past September, and the shrubs and ornamental plants are still growing, the Successful Bidder(s) shall perform an additional trim to the same at the end of October at no additional cost to JCRA.

1. Prune and/or trim shrubs and ornamental plants to facilitate healthy growth. Shape shrubs and ornamental plants to conform to industry standards.
2. Prune branches away from lights, building(s), walkways (walkways a minimum of 8 ft for overhanging branches) and utility lines. The pruning of branches in the area of utility lines may require the Successful Bidder(s) to obtain special permits and/or authorization. 7 ft. ht. clearance from walk to lowest branch.
3. Rake and legally dispose of clippings, leaves and branches off the Property.
4. Inspect trees, ornamental plants and shrubs for insect and disease problems.
5. Treat ornamental plants and shrubs to prevent and control problems with insects and disease

iv. **HEDGE TRIMMING:**

This work shall be completed monthly during the last week of May, June, July, August and September, or more often if necessary. Should the weather continue to be warm past September, and the hedges are still growing, the Successful Bidder(s) shall perform an additional trim of the hedges at the end of October at no additional cost to JCRA.

1. Trim hedges. Maintain at least 1-1/2 ft. (18") from Properties and structures. No overhanging over walkways, paved areas, etc.
2. Rake and legally dispose of clippings from the ground and from the top of the hedges, off the Property.
3. Inspect hedges for insect and disease problems and treat as is necessary to maintain disease/insect free hedges.

v. **TREE TRIMMING UP TO 35 FEET TALL:**

1. The pruning of shade trees shall be limited up to a pruning height of 35' and shall not be applicable to those shade trees which are more than 35' which are not affecting the Properties, lights and/or overhead utility lines.
2. This work shall be done sometime during the month of May, as weather permits, and during the first week of June, July, August and September. Should the weather continue to be warm past September and the trees are still growing, the Successful Bidder(s) shall perform an additional trim to the same at the end of October at no additional cost to the JCRA.
3. Successful Bidder(s) must take care to trim trees away from windows and doorways. Trees must also be trimmed in a manner as to be clear of walkways and sidewalks.

vi. **MULCH FOR TREES, ORNAMENTAL PLANTS, SHRUBS AND BEDS:**

This work shall be completed during the last week of May, and shall be maintained until the end of November at no additional cost to JCRA.

1. Clean beds around trees, ornamental plants and shrubs and legally dispose of debris.
2. Spray the weeds in the beds, by the trees and shrubs with appropriate herbicides. Pull weeds by hand, where it is not possible or it is not advisable to use herbicides.
3. Maintenance of weed free beds is to be addressed at every weekly Property visit, cutting, trimming, etc.
4. Spread double hammerhead wood chips in beds, around trees, shrubs and ornamental plants to provide a minimum thickness of 2", which shall be verified by the Redevelopment Agency no later than during the first week of May.
5. A minimum of 2' radius of 2" high double hammerhead wood chips shall be installed around all trees, shrubs and ornamental plants. The 2' minimum radius shall be maintained from April through the end of November.

6. Successful Bidder(s) is to maintain chips at a height of 2”- 4”. Old chips must be removed off Property and legally disposed of, before installing new. Wood chips must not encroach on the trunks of any trees or cover over the base branches of shrubs or bushes that will cause damage to the above.

vii. **EDGING:**

During the last week of August, spade cut around all beds, trees, shrubs and ornamental plants in lawn; this shall be in addition to the requirements of Section 2.1(i)(4).

viii. **FALL CLEAN UP:**

This work shall be completed every other week starting the second week of October and continuing until the second week of December, or until all leaves/debris have been cleared. Part of this work will be duplicated in the lawn cutting.

1. **Rake or power blow leaves every other week, collect and legally dispose of off the Property. Successful Bidder(s) shall not place leaves at curb side.**
2. Remove annuals and cut back perennials, where applicable, during the last two (2) weeks of November.
3. Remove and legally dispose of all fallen branches (up to (6) inches in diameter) and other debris off the Property.

ix. **MAINTENANCE OF GROUNDS IRRIGATION SYSTEM:**

The grounds irrigation system will be turned on and activated by JCRA staff at the end of July. The system will be maintained by the JCRA staff for the entire season, if however, any of the system components are damaged due to the Successful Bidder(s) negligence, any material and/or costs related to the repair and/or replacement of the system shall be at the Successful Bidder(s) expense, unless otherwise indicated. The JCRA shall be responsible to shut down and winterize the system at the end of the season.

2.2. General Provisions Applicable to the Scope of Services

- i. Bidders are strongly encouraged to visit all of the Properties outlined in Form A-1 for familiarity with condition, access, location and actual scope of work. Any items overlooked shall be the Bidders' responsibility.
- ii. The JCRA will not provide any tools, equipment, storage, security, or transportation. The cost for all of these items shall be included in the total Bid. The Bidder will be responsible for transportation of workers, materials, or equipment.
- iii. The Bidder must be careful about personal property owned by tenants or the JCRA. Any damage to these items will be the Bidder's sole responsibility, and any damaged property shall be immediately repaired or replaced to the satisfaction of the JCRA's representative

at no additional cost to the JCRA or the tenant.

- iv. The Bidder must take all necessary precautions to protect the general public, tenants, personnel and visitors. The Bidder must post necessary caution signs and any other notification necessary to protect the general public, tenants, personnel and visitors.
- v. Bidder shall be responsible for any clothing and safety devices. Bidder shall be solely responsible for any injuries and/or damage due to negligence by its personnel during the term of this Contract. In the event of any damage due to poor workmanship and/or material, the Bidder shall immediately repair/replace all damages to the JCRA's full satisfaction at no additional cost to the JCRA.
- vi. By submitting a response to this RFB, the Bidder agrees to perform the job in good faith, follow fair labor practices, demonstrate high ethical standards and maintain cooperative relations with the JCRA and its employees.
- vii. Bidder must use all materials approved by the Department of Environmental Protection and any other governmental agencies. Bidder must also submit Material Safety Data Sheets (MSDS) for all the materials used in providing services to the JCRA. Bidder must have appropriate licenses to handle required chemicals, if any.
- viii. While using any chemicals, Bidder shall not damage any equipment, wires, landscaping or any other items. Bidder shall be solely responsible for all damage incurred as a result of its work, and shall pay for, or restore to its original condition at no cost to the JCRA, any damaged equipment, wires or other items.
- ix. Bidder is responsible for moving any items necessary to perform the Services. Upon completion of its work, Bidder shall place any moved items back to their original location. At all times, Bidder shall take necessary steps to protect any such items and shall be solely responsible for any damage incurred as a result of each movement.
- x. The Bidder shall include with its submittal, a brief description outlining the company's experience and technical qualifications. Interested firms shall have at least three (3) years verifiable experience in grounds maintenance and landscaping services for locations of the size and condition of the JCRA Properties identified in this RFB.
- xi. Bidder shall have adequate manpower, equipment, tools and materials to provide the Services in the time and manner specified in this RFB.
- xii. The Bidder shall be able to respond to complete the Services as noted by the JCRA in a timely and workmanlike manner.

**SECTION 3
INSTRUCTIONS FOR PREPARATION AND
SUBMISSION OF BIDS**

3.1 Submission Procedures

3.2 Time and Place of Bid Submission

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

Jersey City Redevelopment Agency
ATTN: Yesenia Palacios
4 Jackson Square
Jersey City, New Jersey 07305

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

3.3 Addenda or Amendments to the Bid

Questions pertaining to the RFB must be submitted via email to Ypalacios@jcnj.org prior to **May 5, 2026 at 2:00 p.m.** No oral interpretations and responses will be made. Responses will be provided no later than **2:00 p.m. on May 8, 2026.**

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

3.4 Specific Requirements for Each Bid

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

- (a) JCRA must receive, together with each Bid, all fully executed forms set forth in the attached **Exhibit A** to this RFB, including one (1) Bid Form (in form and content exactly as set forth in Form A-1). The Bid Form must be signed by an Authorized Representative who is empowered to sign the Bid and commit the Bidder to the

obligations contained in the Contract. If Bidder is a joint venture, the joint venture authorized to execute the Bid by the terms of the joint venture agreement must execute the Bid. Anyone signing the Bid as agent must include legal evidence of his or her authority to execute such Bid. All forms that require signatures of the Bidder shall be signed by the same individual(s) signing the Bid form attached at **A-1**.

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

3.4.2 Registration Requirements

- (a) Submit a New Jersey Business Registration Certificate (“**BRC**”) in accordance with the requirements attached at **A-11** to this RFB. While submission of the BRC is not statutorily required at the time of Bid submission, to facilitate the Bid evaluation and contract award process, the Bidder is encouraged to submit a copy of its valid BRC and those of all subcontractors identified, with its Bid. Failure to include these BRCs with the Bid will not result in rejection of the Bid, however, any required BRCs must be submitted to the JCRA prior to award of a contract.

3.4.3 NJ Worker and Community Right to Know Act

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

SECTION 4 GENERAL TERMS AND CONDITIONS

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

4.1 **Insurance**

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

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

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

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

independent contractor.

- iv. **Automobile Liability Coverage.** Successful Bidder(s) shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage for hired and non-owned autos of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily and property damage liability (“**Automobile Liability Coverage**”).

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

- i. The CGL and Automobile Liability Coverage policies obtained by the Successful Bidder(s) pursuant to this Contract shall include the Agency and the City as additional insureds, with the exception of the workers’ compensation/employer’s liability and professional liability policies, and, if applicable, shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 85, or its equivalent, or alternatively on an ISO Form consented to the by Agency.
- ii. The presence of employees of the Agency on the Property where the Services will be performed shall not invalidate the policy of insurance.
- iii. The policies of insurance required herein must be maintained in full force and effect, and as specified herein, by Successful Bidder(s) without interruption for the entire duration that Successful Bidder(s) provides the Services, except the policies of insurance described in Section 4.1 A(i) and (ii) must be maintained for a period of six (6) years after the completion of the services.

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

4.2 Guarantees

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

1. Successful Bidder(s) must comply with all federal, state and local regulations in the performance of the Services. This shall include, but shall not be limited to, the proper safety precautions to be followed when applying any chemical, etc.
2. Successful Bidder(s) must have any required certifications and licenses necessary to perform, engage in and contract the Services. Successful Bidder(s) shall provide the

JCRA with copies of said certifications and licenses at the same time a bid is submitted or prior to the award of a Contract to the Successful Bidder(s). After the award of a Contract, it shall be the responsibility of the Successful Bidder(s) to ensure that those certificates and licenses are kept up to-date and to notify the JCRA of all changes in sub-contracting any portion of the Services, if applicable.

3. The Successful Bidder(s) will be required to attend a pre-job meeting at the JCRA's main office at the start of the Contract term and at the beginning of each subsequent year, if applicable. The Successful Bidder(s) will be advised, in writing, at least ten (10) days in advance, of the date and time of the meeting.
4. It shall be the Successful Bidder(s) responsibility to make arrangements to visit the Properties to familiarize himself with all conditions and the work to be done at each Property. Failure to do so shall not release the Successful Bidder(s) of the responsibilities to perform the Services and as applicable to the various Properties.
5. The Successful Bidder(s) shall, at his expense, restore all areas damaged by his staff and/or equipment.
6. The Contract may be terminated as per the terms of the Contract but shall require at least thirty (30) day notice from one party to the other, except for non-performance of the Services, in which case the JCRA may terminate the Contract with a twenty-four (24) hour notice to the relevant Successful Bidder. In cases where a Contract is terminated and the JCRA at its sole discretion feels the relevant Successful Bidder had not provided satisfactory performance of the Services, such Successful Bidder shall be held legally responsible to compensate the JCRA for any and all costs associated with bringing up properties to acceptable level of workmanship. The JCRA shall have the option to withhold payment from the final money owed to the relevant Successful Bidder in an amount equal to that necessary to bring up said properties to an acceptable level of workmanship.
7. The Services must be done in such a manner that the day-to-day operation of the building shall not be affected.
8. The safety of visitors, residents and workers at the building shall not be jeopardized.
9. Any damage done to plants, equipment or buildings must be corrected without any additional cost to the JCRA.

4.3 Indemnification

The Successful Bidder(s) shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the JCRA and the City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the JCRA and/or the City and their respective employees, officers, commissioners, directors, officials, agents, servants, independent contractors and

consultants may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or palpably unreasonable conduct of the Agency and/or the City and/or the Successful Bidder(s), or its officers, employees, contractors or agents, in the performance of this Contract. This requirement of the Successful Bidder(s) to indemnify, defend and hold harmless the Agency and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the Agency and/or the City's own alleged acts and/or omissions and/or palpably unreasonable conduct.

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

EXHIBIT A
BIDDER CHECKLIST

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

| Reference | Submission Requirement | Initial each required entry and if required submit the item |
|-------------|---|--|
| <u>A-1</u> | <u>Bid Proposal Form</u> | |
| <u>A-2</u> | <u>Ownership Disclosure Certification</u> | |
| <u>A-3</u> | <u>Non-Collusion Affidavit</u> | |
| <u>A-4</u> | <u>Acknowledgment of Receipt of Addenda</u> | |
| <u>A-5</u> | <u>References Form</u> | |
| <u>A-6</u> | <u>Equipment Certification</u> | |
| <u>A-7</u> | <u>Mandatory Affirmative Action Language</u> | |
| <u>A-8</u> | <u>Americans with Disabilities Act of 1990 Language</u> | |
| <u>A-9</u> | <u>Russia-Belarus and Iran Combined Certification</u> | |
| <u>A-10</u> | <u>Pay to Play Certification</u> | |
| <u>A-11</u> | <u>Proof of Business Registration</u> | |

Name of Bidder

Signature of Authorized Representative

Print Name and Title of Signatory

Date

PLEASE NOTE:

* Submission of the NJ Business Registration Certificate (“BRC”) and Russia-Belarus and Iran Combined Certification are not required at time of Bid submission for the Bidder or for any subcontractors. However, the JCRA is requesting that the Bidder submit these documents with its Bid. If the BRC or Russia-Belarus and Iran Combined Certification are not included with the Bid, they must be submitted prior to Contract award.

A-1 - BID PROPOSAL FORM

All Bid quotations must be typewritten or in ink. Pencil quotations will automatically render the Bid informal. **Bidders must provide a quote for all properties set forth below:**

| A | B | C | D |
|------------|--|-----------------------|-------------------------------------|
| Property # | Property Address | Monthly Property Cost | Annual Property Cost (12 Months) |
| 1 | 408-420 Communipaw Avenue, Jersey City, NJ | | |
| 2 | 292 Martin Luther King Jr. Drive, Jersey City, NJ | | |
| 3 | 284 Martin Luther King Jr. Drive, Jersey City, NJ | | |
| 4 | 53 Martin Luther King Jr. Drive, Jersey City, NJ | | |
| 5 | 8 Aetna St (Block 15801 Lot 8), Jersey City, NJ | | |
| 6 | 405-407 Ocean Avenue, Jersey City, NJ | | |
| 7 | 185 Dwight Street, Jersey City, NJ | | |
| 8 | 550 Johnston Avenue, Jersey City, NJ | | |
| 9 | 199 Woodward Street, Jersey City, NJ | | |
| 10 | 144-146 Halladay Street, Jersey City, NJ | | |
| 11 | 84 Sipp Avenue, Jersey City, NJ | | |
| 12 | 51 Crescent Ave, Jersey City, NJ | | |
| 13 | 244 Bay Street, Jersey City, NJ | | |
| 14 | 574 Communipaw Ave (Including Rear), Jersey City, NJ | | |
| 15 | 468-480 Manila Ave (Parking Lot), Jersey City, NJ | | |
| 16 | Chapel Avenue (Block 27402, Lots 4 & 6), Jersey City, NJ | | |
| 17 | 125 Monitor Street, Jersey City, NJ | | |
| 18 | 380 Martin Luther King (Block 21201, Lot 17.01), Jersey City, NJ | | |
| 19 | 150-154 Sip Ave (Block 10602, Lots 10-12), Jersey City, NJ | | |
| 20 | 156-158 Sip Ave (Block 10602, Lot 13-14), Jersey City, NJ | | |
| 21 | 160-164 Sip Ave (Block 10602, Lot 15), Jersey City, NJ | | |

| A | B | C | D |
|--------------|--|-----------------------|-------------------------------------|
| Property # | Property Address | Monthly Property Cost | Annual Property Cost (12 Months) |
| 22 | 350 Washington St. (Block# 11609, Lot#1) | | |
| 23 | 28 Tonnelle Ave a/k/a 168 Sip Ave (Block 10602, Lot 16), Jersey City, NJ | | |
| 24 | 174 Newark Ave (Block 11401, Lot 13.02) & 247 1 st rear parking lot (Block 11401, Lot 14) | | |
| 25 | 1054-1068 Garfield Ave, Jersey City, NJ | | |
| TOTAL | | | |

[BID FORM CONTINUED ON NEXT PAGE]

A-1 - BID PROPOSAL FORM (continued)

The Bidder agrees to perform and provide all labor, materials, equipment, and services required to complete all of the Services as described in the RFB for a Total Bid of:

Total Bid Price (Add Column D “Annual Property Cost” for Property # 1 through 22) =

\$ _____
(Total Bid Amount in Numbers)

(Total Bid Amount in Written Words)

This Contract, if awarded, may be awarded to up to three (3) of the lowest responsive, responsible Bidder(s) based upon either the Total Bid Price, or Cost per Property (if awarded to multiple Bidders). The JCRA reserves the right to exercise the option to award the Contract to up to three (3) of the lowest responsive and responsible Bidders on a Cost per Property basis if in the best interest of the JCRA. Notwithstanding the foregoing, **Bidders are required to submit a complete Bid Form which includes Bid quotes for Services to all of the Properties listed herein.**

All Bid quotations must be typewritten or in ink. Pencil quotations will automatically render the Bid informal.

The term of this Contract shall be from _____, 2026 through _____, 2027 (the “Term”). Pursuant to N.J.S.A. 40A:11-15, the JCRA shall have the option in its sole discretion, to renew the Contract for two additional one-year Contract Terms (_____, 2027 through _____, 2028, and _____, 2028 through _____, 2029). The JCRA shall notify the Contractor whether or not it will be renewing the Contract no later than forty-five (45) days before the expiration date of the Contract. If the JCRA exercises its option to renew the Contract, the Contractor must accept the Contract renewal. The renewal Contract price shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the Contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

A-2 - OWNERSHIP DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

A-3 - NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

A-4 - ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (initial) |
|------------------------|--------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

A-5 - REFERENCES FORM

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

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

NAME OF PROJECT: **GROUNDS MAINTENANCE AND LANDSCAPING SERVICES**

REFERENCE 1

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

Brief Description of Service/ Work Provided: _____

REFERENCE 2

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

Brief Description of Service/ Work Provided: _____

REFERENCE 3

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

Brief Description of Service/ Work Provided: _____

Company Name: _____ Date: _____

Signature: _____

A-6 - EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The Bidder owns or controls all the necessary equipment and vehicles required to accomplish the Services described in the RFB. The Bidder has attached a listing of all necessary equipment and vehicles required to accomplish the Services described in the RFB. The Bidder also certifies that such equipment and vehicles are housed within a twenty-five (25) mile radius of the City of Jersey City.

Name of Bidder: _____

By: _____
Signature

Name of above: _____
Print

Title: _____

Date: _____

A-7 - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance

with N.J.A.C. 17:27-7.3. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this Contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to

assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the Contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall determine the qualifications of such individuals and if the Contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the Contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the Contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be

required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing the Contract, the Contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this Contract to the Division and to the public agency compliance officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

A-8 - AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Jersey City Redevelopment Agency (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the Contractor pursuant to this Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Contract. 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 Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Contract or otherwise at law.

A-9 - Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if 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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit 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. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|------------------------------|--|--------------|--|
| Full Name (Print) | | Title | |
| Signature | | Date | |

A-10 - C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
CONTINUED

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Hudson

State: Governor

Legislative District #: 31, 32, & 33

State Senator and two members of the General Assembly per district.

County:

County Commissioners

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City

Weehawken Township

West New York Town

Boards of Education (Members of the Board):

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

Fire Districts (Board of Fire Commissioners):

(None)

A-11 - New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, the JCRA (the “**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/Contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

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

During the course of Contract performance:

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

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, if applicable, a contractor shall be required to provide its Business Registration Certificate within two weeks from the date of purchase or execution of the emergent contract or prior to payment for goods or services, whichever is earlier.