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—
JOSEPH P. BAUMANN, JR., ESQ.
GENERAL COUNSEL
—
JAMES SOLOMON
MAYOR

JERSEY CITY REDEVELOPMENT AGENCY

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION ADVISOR SERVICES

ISSUE DATE: August 24, 2026

DUE DATE: October 6, 2026, 12:00 p.m. EST

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

**NOTICE OF
REQUEST FOR PROPOSALS
FOR
CONSTRUCTION ADVISOR SERVICES**

Notice is hereby given that the Jersey City Redevelopment Agency (the “**Agency**” or the “**JCRA**”) is requesting statements of qualification from individuals and firms (the “**Respondent**”) to provide Construction Advisor Services (the “**Services**”) as set forth in **Section 2 herein** on behalf of the JCRA and the City of Jersey City (the “**City**”) as further described in Section 1.1 herein. The intent of this Request for Proposals (“**RFP**”) is to select individuals or firms to provide the Services.

Statements of qualification for the Services (the “**Proposals**”) must be received by the JCRA **no later than Tuesday October 6, 2026, at 12:00 p.m. EST** (the “**Submission Date**”). **Proposals shall be submitted in accordance with Section 3.1.1.**

All information required to be submitted pursuant to this RFP shall be prepared at the sole cost and expense of each individual or firm responding to this RFP. There shall be no claims whatsoever against the JCRA, the City, 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.

Instructions to Respondents, submission requirements and Respondent Forms are attached to this RFP and may also be obtained from Jesamil Lozano, jlozano@jcnj.org (the “**Project Representative**”) via an email request.

All questions regarding the RFP must be submitted via email to the Project Representative, Jesamil Lozano, with a copy to Shoshana Schiff, Esq., sschiff@msbnj.com (“**General Counsel**”) prior to **September 10, 2026, at 12:00 p.m. EST**. Proposals to any questions will be posted on the JCRA website no later than **September 15, 2026, at 12:00 p.m. EST**.

Proposals will be evaluated in accordance with N.J.S.A. 40A:11-1 et seq. (the “**LPCL**”). Specifically, the JCRA is requesting Proposals pursuant to the competitive contracting provision of the LPCL, specifically N.J.S.A. 40A:11-4.1(m), and as authorized by Resolution No. 26-08-9- on August 18, 2026, for the Services as further described herein.

Respondents (and their subcontractors, if any) must at all times comply with all applicable obligations pursuant to the New Jersey Campaign Contributions and Expenditure Reporting Act, N.J.S.A. 19:44A-1, et seq. (as amended). Proposals will be evaluated by the JCRA. The JCRA will review each Proposal, and may, if necessary and in its sole discretion, conduct interviews with one or more of the Respondents as part of the final selection process. Respondents are required to comply with the requirements of the N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27-1.1, et seq.

The JCRA will qualify a Respondent, or multiple Respondents, for the Services or reject all Proposals within sixty (60) days after receipt of the Proposals unless otherwise agreed by the parties in accordance with N.J.S.A. 40A:11-4.5(e).

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, or Proposals, which in its judgment will best serve the interest of the JCRA. All Proposals will become the property of the JCRA and will not be returned to the Respondents.

KEY DATES

RFP Issued	August 24, 2026
Deadline to Submit Questions	September 10, 2026, at 12:00 p.m. EST
JCRA Response to Questions	September 15, 2026, at 4:00 p.m. EST
Proposal Submission Deadline	October 6, 2026, at 12:00 p.m. EST
Anticipated Date of Contract Award	Within sixty (60) days of the Submission Date

SECTION 1 GENERAL INFORMATION

1.1 **Introduction and Purpose**

The JCRA is soliciting Proposals for the provision of the Services, as more particularly described herein. Persons and/or firms interested in assisting the Agency with the provision of such services must prepare and submit a Proposal in accordance with the procedure and schedule in this RFP. The Agency intends to qualify person(s) and/or firm(s) that (a) possess the professional, financial and administrative capabilities to provide the Services, and (b) agree to the terms and conditions determined by the Agency to provide the greatest benefit.

1.2 **Award of Contract**

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

The JCRA may, at its discretion, schedule interviews with any or all Respondents for the purpose of further evaluation of the Respondent’s capabilities, qualifications, and proposed methodology. The interviews, if and when scheduled, will take place on or after October 7, 2026.

The Successful Respondent shall commence the Services no later than seven (7) days after the JCRA Board of Commissioners authorizes the award of the contract for the Services (the “**Start Date**”) including completion of all staffing, training, and other necessary measures to perform the Services set forth in the Agreement. The Start Date is subject to change.

The Successful Respondent will be required to comply with the requirements of N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1, et seq., and N.J.S.A. 40A:11-18.

1.3 **Communications**

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

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 a contract for

any reason.

- (b) To accept the Proposal that best serves the interests of the JCRA and the City in the JCRA's sole judgment based on the evaluation of the criteria set forth at Section 4 of this RFP.
- (c) To waive any condition, requirement or informality which would otherwise constitute non-conformance of the Proposal with the provisions of this RFP.
- (d) To reject any or all Proposals.
- (e) To reject incomplete or non-responsive Proposals, or Proposals not signed by an authorized representative of the Respondent.
- (f) To change or alter the terms and conditions of this RFP in accordance with Section 3.1.2 herein.
- (g) To undertake all steps necessary to obtain or clarify information as requested or provided by any Respondent.
- (h) To interview any and all Respondents.
- (i) To make investigations deemed necessary to determine the responsibility and qualifications of Respondent and the ability of Respondent to perform the Services.

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) Respondents are responsible for ensuring that responses to this RFP are compliant with all applicable Federal, State, and local laws, regulations, and ordinances.
- (b) 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.
- (c) 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 RFP process.
- (d) All Proposals will become the property of the City and JCRA and will not be returned.
- (e) 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.

- (f) All activities related to the provision of the Services required pursuant to this RFP as contained herein, shall be subject to compliance with all applicable Federal, State and local laws, regulations and requirements.
- (g) Any and all Proposals must be received by the Submission Date. Any Proposal not received by that time will not be considered unless the JCRA determines otherwise.
- (h) In no event will the City or JCRA assume liability for any loss, damage, or injury that may result from any disclosure or use of any information contained in or submitted with a Proposal, including any proprietary information.

SECTION 2 SCOPE OF SERVICES

2.1 Scope of Work.

It is the intent of the JCRA to solicit Proposals from Respondents qualified to provide the Agency with construction advisory and project support services for various redevelopment projects in the City.

2.2 Key Responsibilities

The Respondent(s) will provide the Services including, but not limited to, the following:

1. Review all pertinent documentation to ascertain budgetary requirements, project schedules and environmental restrictions, to ensure best practices and general code compliance, and to evaluate and note any impact to third-party stakeholders.
2. Review conceptual reports, development plans, and the developer implementation plan to ensure that the City's and the JCRA's programmatic goals, limitations, and/or restrictions are observed and provide assessments of project viability.
3. Assist the JCRA in conducting conceptual budgeting and construction reviews as well as review of redeveloper pro formas and construction budgets including projects requesting JCRA, City, County or State assistance.
4. Coordinate with utilities and other governmental agencies during the construction of development projects including the construction of public improvements.
5. Assist the JCRA in drafting requests for proposals for services and requests for bids (including technical bid specifications) to be provided for development projects and/or for sale of such projects.
6. Provide updates on all project activities to the JCRA and the City in a timely manner.

7. Coordinate meetings with stakeholders, when requested, and attend JCRA's Board of Commissioners' meetings, City Council meetings, and other meetings when required.
8. Provide expert testimony, if required.

2.3 Term of Agreement

The term of the contract to be awarded pursuant to this RFP shall commence on or about the Start Date for an initial term of one (1) year. The JCRA may, at its option, extend the term of the contract for up to four (4) additional periods of one (1) year each, the total contract term shall not exceed five (5) years.

SECTION 3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

3.1 Submission Procedures

3.1.1 Time and Place of Proposal Submission

Proposals shall be submitted to JCRA no later than the Submission Date. Submissions shall be made by any one of the following delivery methods below to the Project Representative, with a copy to General Counsel.

- (1) Email to the Project Representative (Jesamil Lozano, jlozano@jcnj.org), with a copy to General Counsel (Shoshana Schiff, Esq. sschiff@msbnj.com). The subject line of the email shall include: (i) the name of the Respondent; and (ii) "RFP: CONSTRUCTION ADVISOR 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, with a copy to General Counsel, must include both the name and address of the Respondent;

or

- (2) Hand delivery, mail/return receipt requested, delivery service or overnight mail. **Proposals submitted via hand delivery shall be delivered Monday – Thursday between the hours of 10:00 a.m. and 4:00 p.m. but no later than 12:00 p.m. on the Submission date.** Each Proposal 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 "RFP: CONSTRUCTION ADVISOR SERVICES." Proposals received after the herein stated deadline will be marked "received late" and may be returned unopened to the Respondent.

The JCRA will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted, or left

with a delivery service. Respondent assumes any and all risk of late delivery of its Proposal. Proposals not received by the Submission Date will be returned to Respondent unopened.

The delivery address for the Project Representative is:

Jersey City Redevelopment Agency
Attn: Jesamil Lozano
4 Jackson Square
Jersey City, New Jersey 07305

3.1.2 Addenda or Amendments to the Proposal

Questions pertaining to the RFP must be submitted via email to the Project Representative, with a copy to General Counsel, not later than **September 10, 2026, at 12:00 p.m.** No oral interpretations and responses will be made. Responses to the questions will be posted on the JCRA website by **September 15, 2026, at 4:00 p.m.** **No oral interpretations or responses will be provided. All questions shall be in writing and the Respondent shall not contact any employee, agent, or other representative of the JCRA other than the Project Representative.**

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. Failure to respond in accordance with the RFP or to execute the acknowledgement form may result in the rejection of the Proposal as unresponsive in the sole discretion of the JCRA.

3.1.3 Withdrawal of Proposal

A Respondent may not withdraw its Proposal once it has been submitted unless in accordance with the LPCL.

3.2 Submission Requirements

To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Proposals submitted in response to this RFP adhere to the required response format described herein. The JCRA requires compliance with the format standards to ensure that clear, concise and complete statements are available from each Respondent in response to the criteria listed herein. The JCRA is not under any obligation to search for clarification through

additional or unformatted information. Where a Proposal contains conflicting information, the JCRA at its option may either request clarification or may consider the information unresponsive.

3.2.1 Organization

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

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

3.2.2 Format

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

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

3.3 Specific Requirements for Each Proposal

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

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

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

(a) Hourly Rates

Provide your firm's hourly rate schedule.

(b) Acknowledgment of Submission of All Required Forms

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

3.3.2 General Information (Section II of the Proposal)

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

- (a) The name, address, telephone number, and email address for the Respondent's primary business office and the name, address, telephone number, and email address of the authorized representative of the Respondent.
- (b) The parent company and any subsidiary or affiliated companies of the Respondent, giving the names, addresses and telephone numbers of each such company.
- (c) If Respondent is a corporation, date of incorporation, State of incorporation, president's name, vice president's name(s), secretary's name, treasurer's name.
- (d) If Respondent is a partnership, date of organization, type of partnership, name(s) of general partner(s).
- (e) If the Respondent is individually owned, date of organization and name of owner.
- (f) State whether the Respondent is a local Jersey City business or a minority-owned or women-owned or small business enterprise and if so, provide proof of such classification. In addition, state whether any members of the Respondent's Executive Staff are local residents, women or minorities.
- (g) Provide a list of references, 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, made assignment for the benefit of creditors, or admitted in writing its inability to pay its debts as they become due. If answered in the affirmative, provide information as to the disposition of that proceeding.

3.3.3 Management Information (Section III of the Proposal)

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

- (a) Respondent shall provide resumes for its key personnel including names, years of experience and specialized training, as applicable.
- (b) Respondent shall provide a project management plan, including a proposed staffing chart indicating the number of employees it anticipates utilizing in performance of the Services.
- (c) Respondent shall briefly describe 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 briefly describe 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.

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

Section IV of the Proposal shall include a narrative description of Respondent's experience providing services similar to the Services. Respondent should supply references for the JCRA to contact in relation to this experience.

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

Respondents should state any assumptions being made relating to any part of the Proposal. Respondents shall clearly describe any assumptions relating to the responsibilities and/or

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

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

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

SECTION 4 EVALUATION OF PROPOSALS

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

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

4.3 Evaluation Criteria. After evaluating the Proposals, the Evaluation Committee shall furnish a written Evaluation Report to the Board of Commissioners of the JCRA setting forth its analysis of the Proposals and the basis for its ranking of the responsive Proposals in accordance with N.J.S.A. 40A:11-4.5 of the LPCL. The Evaluation Committee will not be required to rank a nonconforming or otherwise nonresponsive Proposal. The names of the members of the Evaluation Committee shall not be disclosed until the Evaluation Report is presented to the JCRA.

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

<u>CRITERIA WEIGHT</u>	<u>POINTS</u>
Proposals, References and Capacity of Respondent	[0 – 20]
General Experience of the Respondent as Applicable to the Services *	[0 – 30]
Construction Advisor Plan and Approach	[0 – 30]

*As part of the evaluation of Proposals and in accordance with the criteria set forth herein, the JCRA will consider the Respondent's experience with projects of a similar profile, requirements and program; familiarity with Jersey City and its agencies/authorities; 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.

SECTION 5 GENERAL TERMS AND CONDITIONS

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

5.1 **Insurance**

(a) Successful Respondent shall not commence or perform the Services until the required insurance has been obtained and proof of insurance showing the type, amount, class of operations covered, effective dates and expiration dates has been provided to the JCRA. The Successful Respondent shall procure, purchase, and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under this 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 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 JCRA does not recognize Successful Respondent as its employee and will not be responsible for any workers' compensation claims filed against Successful Respondent. Successful Respondent shall have no status relative to the JCRA other than that of independent contractor.

- 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 JCRA 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 an ISO Form CG 20 10 11 85, or its equivalent, or alternatively on an ISO Form consented to by the JCRA.
- ii. The presence of employees of the JCRA on the site 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 Respondent without interruption for the entire duration that Successful Respondent provides the Services, except the policies of insurance described in Section 4 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 Respondent shall furnish the JCRA with all certificates of such insurance and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Contract, and in the case of Successful Respondent's CGL and Automobile Liability Coverage policies, the additional insured status of the JCRA 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, 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 advisory services 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 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 act, error, omission, or palpably unreasonable conduct of the JCRA 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 JCRA and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the JCRA 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; RESPONDENT CHECKLIST AND EXHIBITS FOLLOW]

RESPONDENT CHECKLIST

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

Initials:

1. _____ Written Proposal (including all requested responses and materials)
2. _____ Proposal Form (Form A-1)
3. _____ Ownership Disclosure Statement (Form A-2)
4. _____ Non-Collusion Affidavit (Form A-3)
5. _____ Acknowledgment of Receipt of Addenda (Form A-4)
6. _____ Prohibited Russia-Belarus & Iran Investment Activities (Form A-5)*
7. _____ Mandatory Equal Employment Opportunity Language (Form A-6)
8. _____ Americans with Disabilities Act (Form A-7)
9. _____ New Jersey Anti-Discrimination Provisions, N.J.S.A. 10:2-1 et seq. (Form A-8)
10. _____ M/WBE Questionnaire (Form A-9)
11. _____ Form AA302 Employee Information Report (Form A-10)
12. _____ Disclosure of Investigations and Other Actions Involving the Vendor Form (Form A-11)
13. _____ Business Registration Certificate (requirements attached at Exhibit B)*
14. _____ This Respondent's Checklist

Respondent's Signature

Name of Respondent Printed or Typed

PLEASE NOTE:

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

EXHIBIT A

RESPONDENT FORMS

Forms appear on the following pages.

FORM A-1

PROPOSAL FORM

TO: Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305
Attn: Jesamil Lozano

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

In consideration for providing the Services set forth in the Agreement, Respondent’s hourly rates as follows:

POSITION	HOURLY RATE

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

3. The undersigned hereby represents that it:

- (a) has carefully studied the RFP and understands the RFP fully; and
- (b) has made this Proposal in accordance with the RFP and N.J.S.A. 40A:11-4.1 et seq.; and
- (c) has discovered no error, inconsistency or ambiguity in the RFP that the Respondent has not reported to the Project Representative in writing; and
- (d) has no question about the proposed contract documents and how they are to be interpreted and construed that has not been submitted to the Project Representative

in writing; and

- (e) is familiar with the requirements of applicable law, statute, ordinances, building codes, rules and regulations affecting the Services to be performed.

DATE: _____

BY: _____

(Signature)

(Title)

(Firm Name)

FORM A-2

OWNERSHIP DISCLOSURE STATEMENT

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

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

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

FORM A-3

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS:

COUNTY OF _____

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

I am _____ of the firm of _____ the Respondent submitting the Proposal to the **JERSEY CITY REDEVELOPMENT AGENCY** for the contract for Construction Advisor Services, and that I executed the said Proposal with full authority to do so; that said respondent has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive process in connection with this procurement; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **JERSEY CITY REDEVELOPMENT AGENCY** relied upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Proposal.

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

(Name of Respondent)

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Subscribed and Sworn to before me
this ____ day of _____, 2026

Signature of Notary Public

FORM A-4

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>REFERENCE NUMBER OR TITLE OF ADDENDUM OR REVISION</u>	<u>Date Received</u>

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM A-5

PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES

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>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.)</i>

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	<i>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.)</i>
IF UNABLE TO CERTIFY	
☐	<i>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. <u>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.</u></i>
Part 2: Additional Information	
<u>PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.</u> 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	

FORM A-6

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

The Respondent will send to each labor union or representative 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 Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Respondent agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The Respondent agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302

The Respondent shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by

Name of Respondent: _____

This _____ day of _____, 2026.

Authorized Signatory

Type or Printed Name & Title

Telephone Number

FORM A-7

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

The contractor and the Jersey City Redevelopment Agency, (hereafter the "Agency") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §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 Agency pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Agency in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Agency, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Agency's grievance procedure, the contractor agrees to abide by any decision of the Agency which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Agency, or if the Agency incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Agency assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Agency from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

TITLE: _____ DATE: _____

SIGNATURE: _____

FORM A-8

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

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

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

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

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

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

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

FORM A-9

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Respondents

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total Agency procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid Proposal. _____

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category:

____ Minority-Owned

____ Minority & Woman Owned

____ Woman-Owned

____ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

FORM A-10

FORM AA302 EMPLOYEE INFORMATION REPORT

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

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

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

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

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

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

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

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

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

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

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

FORM A-11

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

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

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

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

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

**Attach Additional Sheets If Necessary.*

PART 2

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

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME	_____
CONTACT NAME	_____
CASE CAPTION	_____
INCEPTION OF THE INVESTIGATION	_____
SUMMARY OF INVESTIGATION	_____
PHONE NUMBER	_____
CURRENT STATUS	_____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

DPP Rev. 12.13.2021

EXHIBIT B

BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS

New Jersey Business Registration Requirements

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

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

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

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

EXHIBIT C
FORM OF AGREEMENT

FORM CONTRACT NO. 26-_____

THIS CONTRACT NO. 26_____ (the “**Contract**”), entered into as of this ____ day of _____, 2026 (the “**Effective Date**”), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the “**Agency**”), and **[COMPANY NAME]** with offices at **[COMPANY ADDRESS]** (“**Company**”) (Abbreviated Company and the Agency, collectively, the “**Parties**”, and each individually, a “**Party**”).

W I T N E S S E T H :

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**Redevelopment Law**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as in need of redevelopment; and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established as an instrumentality of the City of Jersey City (the “**City**”) pursuant to the provisions of the Redevelopment Law, and has responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency desires to procure the services of a qualified consultant to provide the Agency with construction advisory and project support services for various redevelopment projects and other redevelopment activities in all redevelopment areas in the City (the “**Services**”); and

WHEREAS, the Agency, as a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Redevelopment Law to use competitive contracting as set forth in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”) to procure the Services; and

WHEREAS, on August 24, 2026, the Agency issued a Request for Proposals for the Services (the “**RFP**”) pursuant to the LPCL, the Agency has the power to award contracts necessary for the efficient operation of the Agency; and

WHEREAS, on [DATE], 2026, [COMPANY] submitted a detailed proposal to the Agency in accordance with the RFP for the Services and the fee schedule with the hourly rates set forth in the proposal (the “**Proposal**”), attached hereto as **Exhibit A**, to perform the Services as outlined in the Proposal; and

WHEREAS, on [DATE], 2026, by Resolution No. 26-[]-[] attached hereto as **Exhibit B**, the Agency’s Board of Commissioners authorized execution of a Contract with [COMPANY] to provide the Services for an amount not to exceed [AMOUNT] Dollars (\$[AMOUNT]), to be paid in accordance with the rates set forth in the Proposal; and

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

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

SECTION 1 – PURPOSE OF CONTRACT

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

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

- A. [Company] shall perform the Services as outlined in the Proposal.
- B. Performance of the Services shall not be materially different from or more or less extensive than those specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and [Company] in accordance with the procedure set forth in Section 3(b) herein.
- C. In performing the Services, [Company] shall operate as and have the status of an independent contractor, and shall not act as an agent or employee of the Agency. As an independent contractor, [Company] shall be solely responsible for determining the means and methods of performing the Services.
- D. [Company] shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- E. [Company] shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.
- F. [Company] shall provide regular progress reports to the Agency, at least monthly, describing at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Services.
- G. All Services shall be performed by licensed individuals, where applicable.
- H. The Agency and [Company] agree to cooperate to provide [Company] with access to any records and information as deemed necessary and/or appropriate for [Company] to perform the Services.

SECTION 3 – COMPENSATION AND PAYMENT

- A. Compensation paid by the Agency to [Company] for the performance of the Services shall not exceed [AMOUNT WRITTEN OUT] (\$000,000.00). Such compensation shall include all labor, overhead costs and basic support services incurred by the [Company]. The Agency will not reimburse [Company] for costs deemed by the Agency to be part of [Company]'s labor costs, overhead costs and/or basic support services.
- B. Prior to engaging in work that may exceed the scope of the Services, [Company] shall submit to the Agency, in writing, a request to perform such additional services, detailing the nature of the work, the cost of performing such work, and the need for the additional services. [Company] shall not proceed with any work that exceeds the scope of the Services without obtaining the prior, written consent of the Agency and, if required, the adoption of a resolution authorizing an amendment of the scope of this Contract by the Agency's Board of Commissioners. Any modifications of the Services which would result in increasing the compensation owed by the Agency hereunder shall require the prior authorization of the Agency's Board of Commissioners and shall in all cases be conditioned upon the availability of funds.
- C. [Company] shall submit to the Agency any invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder, as described in the Proposal attached to this Contract. [Company] understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment. The Agency will make payment to [Company] no later than 60 (sixty) days after receipt of an acceptable invoice and/or voucher from [Company].

SECTION 4 – INSURANCE

- A. [Company] shall procure, purchase and maintain the following insurance during the term hereof.
 - i. **Commercial General Liability Coverage.** [Company] shall, at its own cost and expense, maintain and keep in force during the term of the Contract, a policy of general liability insurance ("CGL"), including contractual liability insurance for insured contracts pursuant to CG 00 01 04/13 or its equivalent, insuring against liability to the extent caused in whole or in part by [Company]'s Services ("**Work**") for bodily injuries and for loss or damage to the property of third parties. The limits of such insurance must be 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 (other than the work itself), including loss of use resulting therefrom where allowed by law. Limits required herein may be satisfied through a combination of primary and excess coverages.

- ii. **Professional Liability Insurance.** [Company] 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.** [Company] 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 the [Company] 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 [Company] as its employee and will not be responsible for any workers' compensation claims filed against [Company]. [Company] shall have no status relative to the Agency other than that of independent contractor.

- iv. **Automobile Liability Coverage.** [Company] 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.

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

- i. All certificates shall name the Agency and the City of Jersey City as additional insureds, with the exception of the workers' compensation/employer's liability and professional liability policies, and 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 procured using ISO Form CG 20 10 11 85 or its equivalent.
- ii. The presence of employees of the Agency on the site 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 [Company] without interruption for the entire duration that [Company] provides the Services except the policies of insurance described in Section 4 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, [Company] 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 [Company]'s CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.
- D. [Company] agrees to procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

SECTION 5 – TERMINATION

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

SECTION 6 – DISPUTE RESOLUTION

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

SECTION 7 – INDEMNITY

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

SECTION 8 – TERM OF CONTRACT

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

SECTION 9 – ADDITIONAL TERMS AND CONDITIONS

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

SECTION 10 – CONFIDENTIALITY

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

SECTION 11 – ENTIRE CONTRACT

This Contract and all exhibits attached hereto constitute the entire agreement between the Agency and [Company] with respect to the subject matter hereof. This Contract supersedes all prior or contemporaneous communications or representations of agreement, whether written or

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

SECTION 12 – TITLES AND HEADINGS

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

SECTION 13 – COUNTERPARTS

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

SECTION 14 – NOTICES

Any written notices required or desired hereunder shall be addressed to the respective Parties at the addresses set forth below:

- (a) In the case of [Company], addressed to:

[Company]
[Contractor Address]
Attn: [Contact Person]
[Telephone]
[Email]

- (b) In the case of the Agency, addressed to:

Jersey City Redevelopment Agency
4 Jackson Square (a/k/a/ 39 Kearney Avenue)
Jersey City, New Jersey 07305
Attn: Christopher Fiore, Acting Executive Director
Telephone: 201-761-0819
Email: cfiore@jcnj.org

SECTION 15 – CONFLICTS

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

SECTION 16 – APPLICABLE LAW

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

[Signatures appear on the following page]

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

ATTEST: **[FULL COMPANY]**

Name: By: _____
Name:
Title:

Dated: _____

ATTEST: **JERSEY CITY REDEVELOPMENT AGENCY**

Name: By: _____
Christopher Fiore
Acting Executive Director

Dated: _____

EXHIBIT A TO CONTRACT

PROPOSAL DATED [], 20____

EXHIBIT B TO CONTRACT

JCRA RESOLUTION NO. 26-[]-_____

EXHIBIT C TO CONTRACT

MANDATORY AFFIRMATIVE ACTION LANGUAGE

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, promotion, 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 or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2* or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C. 17:27-5.2*.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
2. A certificate of employee information report approval, issued in accordance with *N.J.A.C. 17:27-4*; or
3. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with *N.J.A.C. 17:27-4*.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-10.1 et seq.*

EXHIBIT D TO CONTRACT

STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS

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

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.