



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS:
BUS SHELTERS WITH ADVERTISING SPACE**

SUBMISSION DEADLINE:
4 P.M.
NOVEMBER 13, 2013

ADDRESS ALL PROPOSALS TO:
Peter Folgado
Director of Purchasing
Department of Business Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306

EXHIBIT A

Shelters to be constructed at designated bus stops

<p style="text-align: center;">WARD A</p> <ol style="list-style-type: none"> 1. Ocean Ave. and Pearsall Ave. (SE) 2. Ocean Ave. and Linden Ave. (SW) 3. Kennedy Blvd. between Audubon Ave. and Culver Ave. (in front of NJCU) 4. West Side Ave. and Cator Ave. (NE) 5. Ocean Ave. and Danforth Ave. (NW) 	<p style="text-align: center;">WARD B</p> <ol style="list-style-type: none"> 1. Clinton Street and Bergen Ave (NW, Miller Branch Library) 2. Bergen Ave. and Communipaw Ave. (NE) 3. Virginia Ave. and West Side Ave. (SE) 4. West Side and Pollock Ave.
<p style="text-align: center;">WARD C</p> <ol style="list-style-type: none"> 1. Bergen Ave. between Newkirk St. and Academy St (south side) 2. Kennedy Blvd. and Sip Ave. (SW) 3. Kennedy Blvd and St. Pauls Ave (NE) 4. Palisade Ave and Newark Ave (NW) 5. Christ Hospital (south) 	<p style="text-align: center;">WARD D</p> <ol style="list-style-type: none"> 1. Palisade Ave. and Bowers St. (north at Riverview Park) 2. Central Ave. and Grace St. (north at Washington Park) 3. Central Ave. and Manhattan Ave. (southbound at Pershing Field) 4. Kennedy Blvd. and Hutton St. (south at Leonard Gordon Park) 5. Palisade Ave and Griffith Ave. (SW)
<p style="text-align: center;">WARD E</p> <ol style="list-style-type: none"> 1. 9th St. and Jersey Ave. (north) 2. Montgomery St. and Washington Ave. (stop near Battery View Senior Center) 3. Marin Blvd. and 2nd St. (south, by ShopRite) 4. Manila Ave. and 8th St. (south, UNICO towers) 5. Columbus Dr. and Barrow St. (east) 	<p style="text-align: center;">WARD F</p> <ol style="list-style-type: none"> 1. Montgomery St. between Baldwin Ave. and Beacon Way (south) 2. Monticello Ave. and Communipaw Ave. (NE) 3. Pacific Ave. and Communipaw Ave. (NE) 4. Ocean Ave. and Fulton Ave. (SW) 5. Grand St. and Bates St. (NE)

The City of Jersey City (“City”) desires to contract for the provision of the services described in this Request for Proposals (RFP). This RFP consists of seventeen (17) pages.

SECTION 1: PROPOSAL REQUIREMENTS

All proposals submitted in response to this RFP must comply with the following terms and conditions:

1.1 The City is soliciting proposals from Bidders (hereinafter referred to as “Bidders” or “Contractors”) to construct and maintain bus shelters with advertising space at various locations in Jersey City. Bus shelter construction and maintenance costs shall be paid by the Contractor. The bus shelter should be moderate in size, yet large enough to accommodate several commuters. Bidders are to submit detailed plans with regard to the specific sizes and designs of the bus shelters. The successful Bidder must furnish all the materials necessary to construct the bus shelter, which should correspond to the standard for materials used in the industry.

1.2 All Bidders shall provide a detailed description of the size of each bus shelter, including the height, width and volume capacity. All Bidders shall also provide detailed descriptions, photographs, and/or sketches of the appearance of each bus shelter including its allocated advertising space. The City reserves the right to have the Bidder modify any design or appearance as required by the City at the sole cost of the Bidder.

1.3 All Bidders shall provide a description of the anticipated hours of operation, as well as a maintenance schedule for cleaning the bus shelter and the area within fifty (50) feet of the designated location.

1.4 The successful Bidder shall construct bus shelters of the highest quality in place of any shelters removed and at legally designated bus stops and sell advertising in the advertising boxes to be placed in the shelters. The shelters shall comply with ADA regulations of 1990 as well as other applicable federal, state, and local laws.

1.5 The contract will be an open-end contract. The Contractor will be required to install, operate, and maintain a minimum of sixty (60) shelters and a maximum of one hundred fifty (150) shelters at various locations within the geographical limits of the City of Jersey City, to be

agreed upon by the City and the Contractor, excepting that the Contractor shall be required to install shelters at the locations listed on the attached **Exhibit A** which is attached and incorporated herein by reference. The locations on **Exhibit A** are included as part of the minimum number of shelters the Contractor will be required to install.

1.6 The City desires to provide bus shelters throughout Jersey City. As such, the City will give preference to Bidders who as part of their proposal agree to construct no more than twenty-five (25) percent and no less than fifteen (15) percent of the total number of bus shelters in any one ward.

1.7 The Contractor shall be responsible to obtain any and all necessary approvals and permits from the City, Hudson County, New Jersey Transit, and/or New Jersey Department of Transportation.

1.8 The Bidder shall submit with the proposal a projection of the number of shelters that are expected to be installed in the contract period. A minimum of thirty (30) percent of these shelters shall be installed in the first six (6) months of the term of the contract; another thirty (30) percent of these shelters shall be installed in the first twelve (12) months of the term of the contract for a total of sixty (60) percent constructed in the first twelve (12) months; and the remaining forty (40) percent shall be installed in the first twenty four (24) months of the contract. One hundred (100) percent of the total shelters shall be installed in the first twenty four (24) months of the contract.

1.9 The Bidder shall submit with the proposal, shelter requirement information, which includes: (1) distances between shelters; (2) distances between the edge of the roadway and the right-of-way that must be sufficient to obtain clearance for pedestrian access in front or in the back of the shelter; (3) preparation of the site for concrete pad; (4) utility clearance from all utility companies; (5) conformity to traffic and engineering standards for visibility and compliance; (6) conformity with New Jersey Department of Community Affairs, Division of Codes and Standards; (7) conformity with Uniform Construction Code; (8) conformity with Americans with Disability Act standards.

1.10 A statement indicating that the total cost of construction, installation, and maintenance of each shelter shall be the responsibility of the Contractor. Since the Contractor shall be responsible for the maintenance, cleaning, inspecting, and necessary repairs of each shelter, bidder shall provide a written plan for how they will keep them in good operating condition.

1.11 The Bidder shall provide the city with at least three (3) sealed architectural drawings by a New Jersey licensed architect with Certificate of Insurance, and photographs of the shelter they will construct for this project. Each shelter erected should be no less than four (4) feet in width and eight (8) feet in length and not exceed six (6) feet in width and sixteen (16) feet in length.

1.12 While several of the specific terms and conditions of the contract will be determined by the City at a later date, the term of the contract between the Bidder and the City shall be five (5) years commencing on the first day of the month following the month in which the contract is awarded by the Municipal Council. The contract will include a provision allowing the City to terminate the contract for cause after giving notice to the Contractor of unsatisfactory performance or conditions, and the Contractor has not rectified the unsatisfactory performance of conditions within a reasonable time period to be specified by the City.

1.13 Within twenty (20) days of the contract award by the Municipal Council, the Contractor shall execute an agreement with the City containing all the terms and conditions of this RFP. In the event that this deadline is missed, the parties may agree in writing to extend the time limit.

1.14 In consideration for the award of this concession, the Contractor shall pay to the City an annual concession fee of at least \$350.00 per shelter or at least twenty (20) percent of the Contractor's monthly gross advertising revenue per shelter, whichever amount is greater. This fee shall be paid to the City every three (3) months, by the Contractor, who agrees to supply the City with a duly certified statement of all revenues collected, and showing the amounts accrued to the City. The Contractor shall keep and maintain in a manner consistent with accepted accounting practices, complete and accurate records and documents pertaining to bus shelter advertising revenue. Such records and documents shall be kept for the term of the contract and for two (2) years after the end of the contract. The City shall have the right to audit all such records at any time and from time to time as it sees fit during the contract term.

1.15 The Bidder shall supply five (5) copies of its proposal at the Bidder's expense.

1.16 This RFP constitutes an invitation to submit proposals to the City. The City reserves the right in protection of the best interests of the City to waive any technical error, reject any proposal, or any part thereof, for an appropriate reason, or reject all proposals for an appropriate reason.

1.17 If a party responding to this RFP is a subsidiary or direct or indirect affiliate of any other organization, it must indicate the name of the related organization, the related organization's principals, and the nature of the relationship.

1.18 Bidders shall submit a signed disclosure statement setting forth the names and addresses of all the stockholders and the names and addresses of all the stockholders in the corporation or members of the partnership who own ten (10) percent or more of its stock, or have a ten (10) percent or greater interest in the case of a partnership.

1.19 Each proposal must be accompanied by bid security in the form of a Certified Check, Cashier's Check, or a Bid Bond in the amount of \$10,000, payable to the City, as a guarantee that if the contract is awarded to the Contractor it will enter into a contract with the city. Proposals not accompanied by the bid security will be rejected.

1.20 Contractors are required to comply with the requirements of P.L. 1975, c. 127, the Law Against Discrimination, and with N.J.A.C. 17:27-1.1 et seq., the Affirmative Action Rules.

1.21 Bidders are required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that bidders provide copies of their Business Registration Certificate issued by the New Jersey Department of Treasury.

1.22 Before beginning the contracted services, the Contractor shall provide the City with a Certificate of Insurance indicating that the Contractor has in effect the insurance coverage identified in Section 2, Paragraph 5 of this RFP. The certificate shall name the City of Jersey City as an "Additional Insured".

1.23 All Bidders shall submit with their bids a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the Contractor

with a performance bond on some such sum as required. The successful Bidder will be required to furnish a surety corporation bond in the amount of \$50,000 conditioned for the faithful performance thereof.

1.24 The successful Bidder shall be responsible for, and bear all costs associated with obtaining the necessary permits for the construction and operation of the bus shelters. The City warrants and represents that all requisite permits pertaining to the usage of public property shall be pursued in the ordinary course.

1.25 If Bidder requires electricity connection in its bus shelter design, Bidder is responsible for all costs and permits related to electricity connection. Electricity connection shall be underground and shall include no exposed wiring.

1.26 The successful Bidder may not assign, sell, transfer or otherwise dispose of the bid or any portion thereof or any right or interest therein without the express written consent of the City.

SECTION 2: REQUIREMENTS DURING THE TERM OF THE CONTRACT

2.1 The successful Bidder must present a full scale model of each type or design of bus shelter to the Director of the Department of Public Works and the Mayor, or their designees, for inspection prior to installation within the City. The bus shelters are to be installed as per a plan to be developed by the Contractor and City at a later date. The period of the contract shall be five (5) years. Upon the expiration of the contract term, the City reserves the right to have the Bidder, at no expense to the City, remove the bus shelters from the designated locations and repair any damages, holes, crevices, and/or cracks in the sidewalks immediately adjacent to and surrounding the bus shelters.

2.2 The aesthetics of the bus shelters shall be of a design and color approved by the Mayor or his designees. The Contractor will replace or repair a bus shelter if it is deemed necessary by the Mayor, the Director of the Department of Public Works, or their designees.

2.3 The Contractor shall be subject to any and all other applicable federal, state, and local laws and regulations related to its operations and shall fulfill said requirements prior to commencing operations.

2.4 The Contractor must cooperate with City officials if directed to move a bus shelter for emergencies or other unanticipated circumstances. Contractor must follow emergency orders from City officials within twenty four (24) hours.

2.5 Contractor will be required to maintain insurance for the duration of the franchise term. The required coverage is \$2,000,000 combined single limit for bodily injury and property damage per occurrence. All policies must be underwritten by an insurance company licensed to do business in the State of New Jersey with at least an "A" rating by the A. M. Best Company. All policies must be written on a Per Occurrence basis; claims made policies will not be accepted. Insurance certificates must name the City of Jersey City as an additional insured. The certificate must also specify the exact location where each bus shelter stands. All insurance policies must be reviewed and approved by the City's Risk Manager prior to the award of the contract.

2.6 The Contractor shall indemnify and hold harmless the City and its agents from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the foresaid claims that may result or arise directly or indirectly from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, and/or employees that results in any loss of life or property or in any injury or damage to persons or property.

2.7 Contractor is required to pay its own expenses in connection with the negotiation, preparation, and implementation of the construction of bus shelters.

2.8 It is necessary for the Contractor to keep the bus shelters in good condition. Accordingly, the Contractor shall be responsible for and shall pay directly all utility charges associated with the operation of the bus shelters. The Contractor shall also be responsible for the maintenance and regular clean up of each bus shelter, including periodic inspections of each bus shelter to ensure that debris are not accumulating within the bus shelters. Contractor is responsible for clearing debris accumulating within and around bus shelters. The Contractor shall provide the City with indemnification. The City assumes no responsibility as to the condition of the location where a bus shelter is, nor shall it assume responsibility for maintenance, upkeep, or repair

necessary to keep the bus shelters in a safe and serviceable condition. The Contractor is responsible for the protection of all bus shelters.

2.9 Contractor shall be responsible for the removal of weeds inside bus shelters and on sidewalks within six (6) feet of bus shelters.

2.10 In the event of snow accumulating in excess of one half (1/2) an inch, Contractor shall remove snow from within five (5) feet of bus shelters within twenty four (24) hours of snowfall.

2.11 In the event of icing condition, Contractor shall treat sidewalk inside bus shelters and within five (5) feet of bus shelters with nontoxic de-icing agent within twenty four (24) hours of icing condition.

2.12 All bus shelters shall be maintained by the Contractor at least every other week; including general cleaning, cleaning of graffiti, repairs, and debris removal. Power washing shall be a part of regular maintenance of all bus shelters.

2.13 All shelters that can be lighted shall be lighted in accordance with applicable codes.

2.14 Materials used to construct and repair bus shelters shall be resistant to vandalism and weathering. Safety glass or a durable poly carbonate which will not cause injury to the public in the event of breakage shall be used.

2.15 Materials used to construct and repair bus shelters shall be fireproof.

2.16 Upon receiving three (3) occasioned notices that the bus shelters are not being properly maintained or cleaned, or that the Contractor is failing to comply with terms of the contract and accompanying resolution, the City reserves the right to cancel the contract. The City also reserves the right to cancel the contract for non-maintenance of insurance requirements, or lapse in insurance policy coverage.

SECTION 3: BUS SHELTER ADVERTISING

3.1 Each bus shelter is to have not more than four (4) poster-sized advertising displays. The dimensions of each advertising display shall not exceed four (4) feet by six (6) feet. Advertising displays will be located only within an advertising display box. Each bus shelter must have at least one (1) advertising display that is visible to oncoming vehicular traffic.

3.2 In consideration for the construction, operation, and maintenance of the bus shelters, the successful Bidder shall be given a contractual term of five (5) years during which period the Bidder shall have the right to sell advertising space to third parties on the bus shelters.

3.3 The successful Bidder shall have the right to sell advertising space, and maintain advertising displays in the shelters. The displays shall restrict advertisements for the sale of tobacco or nicotine products, including “electronic” vapor cigarettes; alcoholic beverages including liquor; drug paraphernalia; weapons and ammunition; and pornography. All advertising shall be subject to and comply with City of Jersey City Ordinance Chapter 251 “Pornography and Obscenity”.

3.4 Advertisements with dated content shall be removed by Contractor within seven (7) days of the expiration or obsolescence of the advertisement content unless otherwise mutually agreed upon. Dated content refers to advertising materials that are relevant to a specific time period or event that has been completed.

3.5 Contractor shall provide the City monthly with the option of using seventy five (75) percent of all unsold advertising displays for civic and nonprofit advertising. These advertisements shall be printed and installed by the Contractor at no cost to the city. The Contractor shall provide the City with a list of available locations within twenty four (24) hours of the deadline for the purchase of regular commercial advertising.

3.6 If the Mayor or the Director of the Department of Public Works, or their designees, determines that an advertisement has been posted in a bus shelter that does not comply with the provisions of any part of this RFP, the Contractor shall remove the advertisement from the bus shelter. Any advertisement exhibiting conditions of wear and tear must be removed immediately upon notice, so as to preserve the aesthetic value of the location.

3.7 All advertisement shall be static images. Advertisement may have non-colored back lighting. Advertisements may not be moving images, nor shall advertisements have blinking lights or video features.

SECTION 4: DESIGN SPECIFICATIONS

4.1 Bus shelter designs shall include bench seating for several commuters. Benches shall include anti-vagrant features.

4.2 The City will give preference to Bidders providing more than one bus shelter design, including a narrower design without bench seating to accommodate narrow sidewalks, and who demonstrate an ability to furnish both designs as part of a contract.

4.3 Bus shelter designs should be of a modern design aesthetic and should take into consideration Jersey City's streetscapes and architecture.

4.4 The City will give preference to Bidders submitting bus shelter designs that include solar panels.

4.5 The City will give preference to Bidders submitting bus shelter designs that include an option for adding bus location and arrival time features when available.

4.6 The City will give preference to Bidders submitting bus shelter designs including CCTV cameras that can be integrated into the Jersey City Police Department's CCTV network.

4.7 All bus shelters shall be clearly labeled with the words "JERSEY CITY" on the side fronting the street and with the name of the street the bus shelter is on, on the left and right sides of the bus shelter.

4.8 Bus shelter designs shall include a panel for a route and schedule poster. The panel shall be no smaller than twelve (12) inches by twenty four (24) inches. Route and schedule posters shall be designed by the City but shall be printed and installed by the Contractor at no cost to the City.

4.9 Bus shelter designs shall consider the minimum UCC standards for the following: (1) snow load; (2) wind load; (3) foundation to below the frost line; (4) structural design should include adequate protection for temperature effects.

SECTION 5: CONTRACTOR'S QUALIFICATIONS

All parties submitting proposals in response to this RFP shall provide evidence with their proposals which shows that they possess the qualifications and skills necessary to provide the services described in this RFP. A party shall include a certificate indicating the company's work experience and resumes indicating the work experience, education, and training of key personnel who will be assigned to perform services in connection with this contract. Proposal shall include a reference list containing the names of parties for whom the contractor has performed similar services. This reference list shall include the following information: (1) name of reference; (2) address; (3) contact person and phone number; (4) length of the other contract or contracts; (5) date of contract award; and (6) contract amount. Bidder shall submit its most recent financial statement demonstrating its financial ability to perform as required. All Bidders must be licensed by the New Jersey Department of Transportation, Division of Outdoor Advertising, and submit proof of licensing with bid proposal.

SECTION 6: TIME FOR SUBMITTING PROPOSALS

All proposals must be in writing and must be delivered to Peter Folgado, Purchasing Agent, no later than 11 a.m. on Tuesday, November 5, 2013. Any proposals received after this time will be rejected.

Proposals may be submitted in person, or may be sent by U.S. Certified Mail return receipt requested, or may be sent by private courier service.

Proposals should be mailed to:

Peter Folgado, Purchasing Agent
Division of Purchasing
1 Journal Square Plaza, Second Floor
Jersey City, NJ 07306

Proposals sent by mail must be received by the Purchasing Agent no later than 4:00 p.m. of the last business day before the proposal reception date. Proposals sent by courier service must be delivered to the purchasing agent no later than 11:00 a.m. on the day of the proposal reception. The City shall not be responsible for the loss, non-delivery, or physical condition of proposals sent by mail or courier service. Proposals must be submitted individually in a sealed envelope addressed to the purchasing agent. Any questions concerning the terms of conditions of this RFP should be made in writing and delivered to the Purchasing Agent no later than ten (10) days before the date proposals are due. No questions will be accepted after this date.

SECTION 7: AWARD OF CONTRACT

Proposals will be reviewed for compliance with the terms and conditions of the RFP. Any proposals not responsive to the RFP will be rejected.

There will be three (3) broad categories including twelve (12) criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the committee. Criteria are listed below:

Compensation to city	30 points
Minimum annual fee amount	10 points
Monthly percentage of revenue	20 points
Technical specifications	35 points
RFP requirements	10 points
Design, advertising and construction plans	10 points
Construction materials	5 points
Design aesthetics	5 points
CCTV, location and solar capability	5 points
Contract management	35 points
Maintenance plan	10 points
Total number of shelters	10 points
Installation schedule	5 points
Commitment to diversity (Support and utilization of minority, women and local workers and businesses)	5 points
Experience and qualifications	5 points

The City's Purchasing Agent, Business Administrator, or Corporation Counsel will prepare a report listing the names of all Bidders who submitted proposals, summarizing each proposal, ranking Bidders in order of evaluation, and recommending the selection of a Contractor, indicating the reasons why the Contractor was selected and detailing the terms, conditions, scope of services, fees, and other matters to be incorporated into the contract. A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 et seq.; N.J.A.C. 5:34-4.1 et seq., and N.J.A.C. 5:34-9.4.

The Municipal Council will vote to accept the proposal of a Contractor within sixty (60) days of the receipt of proposals, except that the proposals of any Contractors, who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

NOTE: If you are the successful Bidder, you will be notified that you have been awarded the contract to construct said bus shelters. After you have been notified of your award, you will have fifteen (15) days in which to obtain insurance coverage and sign your bus shelter construction permit. If you do not respond accordingly within this fifteen (15) day period, your bid deposit/bid bond will be seized and the City may award the contract to the next highest Bidder or re-advertise the RFP, if it feels that it would be in the best interest of the City to do so. Your failure to enter into an agreement with the City may be considered in the evaluation of future bids.

SECTION 8: PROPOSAL AMOUNT

All quotations must be typewritten or written in ink. Pencil quotations will result in an automatic rejection of proposal.

Monthly fee to be paid to the City per bus shelter: \$ _____

(amount written in words)

Percentage of gross advertising revenue to be paid to City per bus shelter: _____%

(percent written in words)

Check one:

I do require that the bus shelter locations have electricity available to them.

I do not require that the bus shelter locations have electricity available to them.

Name of bidder: _____

Address: _____

Telephone number: _____

Date: _____

SECTION 9: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

CITY OF JERSEY CITY

PROJECT: Bus shelters with advertising

RESPONDENT: _____

RESPONDENT'S CHECKLIST

ITEM	Respondent Initial	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. Proposal Amount		
J. Certificate of Compliance		
K. Original signature(s) on all required forms		

CERTIFICATION

I hereby represent and certify that the foregoing information is true and complete.

Witness: _____

Signed by: _____

(name and title)

(name and title)

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

NAME	ADDRESSED	% OWNED

SIGNATURE: _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA requirements for Construction Contracts should be directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority Owned20% of the total dollar amount of the contract

Woman owned20% of the total dollar amount of the contract

IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include