

**PUBLIC NOTICE
CITY OF MARGATE**

NOTICE IS HEREBY GIVEN the City of Margate is requesting proposals through a fair and open process for Professional Planning Services for the project known as the Post Sandy Planning Reports. The Project Team's projected completion date is anticipated to be twelve (12) months from the start date defined by the New Jersey Department of Community Affairs. Sealed proposals for the Post Sandy Planning Reports shall include price quotes for these services, not to exceed the grants funding, and will be received by the City Clerk, City Hall, 9001 Winchester Avenue, Margate, New Jersey. Quotes are to provide proof of valid New Jersey Business Registration Certification.

The Request for Proposal (RFP) packages will be available at the City Clerk, City Hall, 9001 Winchester Avenue, Margate, New Jersey or on the City of Margate web site at www.margate-nj.com. Five (5) hard copies along with one (1) digital copy (CD-Rom or flash drive) of your proposal shall be provided. The successful bidders work product shall be completed within a timely manner acceptable under the provisions of the approved contract.

All responses to this solicitation shall be *sealed* and clearly marked "Post Sandy Planning Reports-Phase 2" and received in the office of the City Clerk, City Hall, 9001 Winchester Avenue, Margate, NJ before **11:00 a.m. on August 18, 2015** at which time responses will be publicly opened by the City Clerk in City Council Chambers.

Thereafter, an Evaluation Committee will review and judge the value, quality and comprehensiveness of each individual proposal submission. The Committee will submit a recommendation to the City Commission of the City of Margate who shall consider the selection of the professional service provider for the services listed above. The selection shall be publicly confirmed and/or approved as required by law.

All respondents must include examples of prior work in all pertinent project areas and provide a detailed narrative indicating the proposer's approach to the project to include analysis, budget, scheduling, management and staffing.

All questions shall be directed in writing to Roger Rubin, Zoning Officer at rubin_roger@margate-nj.com. Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A.17:27et seq.)

GENERAL INFORMATION

1. Introduction

The City of Margate is requesting proposals for Professional Planning Services to complete a series of studies being fully funded by the a grant provided by the New Jersey Department of Community Affairs (NJDCAs) using Community Development Block Grant – Disaster Recovery funds. To qualify for this funding the City had to be in one of the nine counties in New Jersey that were significantly impacted by Superstorm Sandy and demonstrate that they lost more than \$1 million in ratables due to the storm. Due to the fact that this project is fully grant funded all work must be completed within twelve months of approval by NJDCAs, address all aspects of the NJDCAs approved scopes of work provided herein and be fully completed within the approved grant funding.

A. Project Schedule:

- | | |
|------------------|------------------------|
| 1. RFP Released | July 23, 2015 |
| 2. Proposals Due | August 18, 2015, 11 am |

B. Contact Person:

Roger Rubin, Zoning Officer
9001 Winchester Avenue
Margate, New Jersey 08402
Rubin_Roger@margate-nj.com

- C. Sealed proposals clearly labeled **“Professional Planning Services – Post Sandy Planning Grants- Phase 2”** shall be submitted in accordance with the schedule above to the City Clerk, City Hall, 9001 Winchester Avenue, Margate, NJ. Immediately thereafter, Proposals will be opened and recorded in Public Meeting Room, City Hall. Proposals received after that time and date will be considered unresponsive and will be returned unopened.
- D. The RFP and selected Proposer’s Proposal may, by reference, become part of any formal contract between the City and Proposer resulting for this solicitation.
- E. To be considered for the award a Proposer must be experienced and regularly in the business of providing the scope of services required by this RFP, and must have a business phone and be available for consultation.
- F. The City shall have the right to reject any or all proposals, reject a proposal not accompanied by the information required by the RFP, or reject a proposal which is in any way incomplete or irregular.
- G. It is the intent of the City to award a contract to a qualified and responsive Proposer

submitting the Proposal which is in the best interest of the City, provided the Proposal has been submitted in accordance with the requirements of the RFP. The City shall have the right to accept the Proposal which in its judgment, is in its own best interest.

- H. Following the evaluation of written Proposals, Proposer(s) may be requested to offer oral presentation to the City. Failure to comply with such a request will disqualify Proposer from consideration.
- I. This RFP does not commit the City to the awarding of a Contract.
- J. The Proposer must be prepared to comply with all Affirmative Action laws, rules and regulations as same may be enacted or amended during the project. The successful Proposer shall execute a contract which shall be subject to New Jersey Public Law 1975, c. 127.
- K. The City of Margate should be named as an additional insured on any Certificate of Insurance assigned to the successful proposer. The selected firm shall defend, indemnify and hold harmless the City of Margate, its officers, agents and employees from any and all claims and costs of any nature whether for personal injury, property damage or other liability arising out of or in any way connected with the selected firm's negligent acts or omissions under the Service Agreement. Minimum limit of liability per occurrence for bodily injury of \$1,000,000/\$2,000,000 for bodily injury, property damage and personal injury.

2. General Conditions

A. Instructions

- 1. All questions must be answered. All forms and required certifications, which are located at the end of the RFP, (Affirmative Action, Non-Collusion Affidavit, and Insurance Certificate) must be completed and submitted with your proposal.
- 2. Each proposal shall include a Letter of Transmittal which bears the original signature of an authorized representative of the vendor and which also includes the name of individuals authorized to negotiate with the City of Margate.
- 3. Each proposal shall include a full explanation of the services that will be provided. Proposals shall be in sufficient detail to determine and evaluate the services provided. The proposal should include a detailed account of how the proposer will address the required scope of work.
- 4. One original, five (5) copies and one electronic copy (flash drive) of the completed proposal must be delivered in accordance with Section 1. Late proposals will not be eligible for review.

5. Each proposal must be submitted in a sealed envelope bearing on the outside the name and address of the preparer and the name of the subject of the proposal.
6. Proposal prices are to remain firm for a period of not less than ninety (90) days to allow the City to determine the best proposal that shall most economically serve the intention of this proposal.

B. Proposer Qualifications

1. The proposal must include: the company history, a list of professional credentials, and experience statement to include but not limited to any experience with similar projects. The preparers shall furnish to the City of Margate any and all such information, documentation and data for this purpose, as the City of Margate may request.
2. The City of Margate reserves the right to reject any proposal should the information submitted by or investigation of such vendor fails to satisfy the City of Margate. Proposals must specify any deviations from the requirements.
3. The City reserves the right to reject any or all items covered in the proposal request, or any portion(s) thereof, waive informalities, re-advertise and/or take such other actions decreed necessary and in the best interest of the City of Margate. Failure or inability to meet any of the requirements set forth in this RFP will be sufficient reason to disqualify preparers.
4. The City of Margate reserves the right to reject any proposal that is incomplete or that does not meet the specification requirements.

C. Statutory Requirements

New Jersey Business Registration Certificate Section 1 of P.L. 2001, c.134 is amended to read as follows:

An act concerning business registration for providers of goods and services to the State, State colleges and universities, City colleges, local contracting units, boards of educations, water and wastewater contractors and casinos, supplementing Title 54 of the revised Statutes and amending P.L.1977, c.110. No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration.

All non-governmental entities must submit a copy of their Business Registration Certificate or a copy of their 501(c) Certificate with their proposal. Failure to submit a

copy of the Business Registration Certificate or 501(c) Certificate shall be deemed a fatal defect that shall render your proposal unresponsive, and the proposal may be rejected.

All proposals must comply with the provisions mandated by applicable Federal Law and New Jersey Statutes.

Any provision in the RFP which may be in conflict with any New Jersey statute are amended to conform to the minimum requirement of such statute.

D. Terms

The contract term will be twelve (12) months from the date included in the NJDCA grant agreement.

E. Cancellation

The City reserves the right to cancel the contracts upon ninety (90) days written notice to the contractor. The City of Margate reserves the right to reject any and all proposals and any part thereof and to waive any informalities, formalities, irregularities and errors in the proposals.

F. Questions

1. All questions shall be directed to the City representative noted herein.
2. Written responses will be forwarded to all proposal recipients who have:
 - a. Picked up the REQUEST FOR PROPOSALS from the Margate Clerk's Office and furnished contact information (including email address) at that time:
 - b. Requested and received the REQUEST FOR PROPOSALS via email or from the City of Margate web site www.bb-nj.com and responded to the designated Project Manager via email furnishing contact information (including email address).
3. No firm intending to submit a proposal or any employee of any firm intending to submit a proposal shall contact any City employee for any reason either directly or indirectly related to this Request for Proposal. **Any firm found violating this policy will be automatically disqualified from submitting a proposal.**

G. Contract

1. The Contractor will be required to sign the standard City contract forms, copies of which are attached hereto as Attachment A. If the Contractor desires to make any modifications to the City's contract language, or has another contract form that he/she desires the City to sign, in lieu of or in addition to the City Contract form, a sample copy of the contractor's proposed language modifications or contract form must be submitted with the proposal, or it shall be assumed that the contract documents will consist exclusively of the City's form contract. Modifications or additions to the City's form contract will not be entertained after contract award.
2. The City will not agree to sign a contract which includes a provision for dispute resolution by arbitration.

H. Insurance

Provider must supply with their proposals proof of insurance as detailed herein. An insurance certificate must be submitted prior to contract execution.

I. Affirmative Action

1. The Contractor will be required to comply with the requirements of PL 1975, C.127, NJAC: 17:27 (see attachment D).
2. At least one of the following items must be submitted with each proposal:
 - a) A copy of the contractor's federal affirmative action plan approval letter for the office of Federal Contract Compliance Programs.
 - b) A copy of the contractor's certificate of employee information report.
 - c) Contractor's initial affirmative Action employee information report (Form AA302).

J. Attachments

1. The provider must include **all** of the following with their proposal:
 - a) A notarized Non-Collusion Affidavit
 - b) Corporate/Partnership Disclosure Form
 - c) Insurance Endorsement as described herein
 - d) Affirmative Action/Contract Compliance Requirements
 - e) Copy of NJ Business Registration Certificate
 - f) Cost breakdown for each scope of work by task showing each employee, proposed hours, hourly rate and all other costs

K. Reservations

1. The City of Margate reserves the right to reject any and all proposals, and any part thereof, and to waive any formalities, informalities, irregularities and errors in proposals.
2. A written request for the withdrawal of a proposal, or any party thereof, will be granted if the request is received by the City Clerk prior to the specified time of the proposal opening.

L. Interview

The City reserves the right to interview proposers, request clarification of proposals, request additional information, request modification of proposals and negotiate contract terms with the successful preparers. Bidders may be asked to explain and/or clarify their proposal to a selection committee.

END OF INFORMATION SECTION

TECHNICAL REQUIREMENTS

Superstorm Sandy was unlike any storm before it. The unprecedented damage revealed the true threat that weather events pose to our City and marked a new era of public awareness that we must change our practices and thinking to address climate change and sea level rise. While Margate continues to push forward with the recovery process, it is clear that we cannot simply rebuild what existed before. We need to think differently, making sure the region is resilient enough to rebound from future storms.

1. Post Sandy Planning Assistance Grant Program

The purpose of the Post Sandy Planning Assistance Grant Program is to support long-range planning for community redevelopment in the municipalities and counties sustaining damage from Superstorm Sandy. Due to the damage caused by the storm, many New Jersey municipalities and counties face a myriad of recovery challenges. Among them is the need for planning support to develop community recovery plans that strategically address the issues that now confront them. In furtherance of its mission to provide local government officials with the tools needed to efficiently manage municipal operations, the NJDCA has created a local planning assistance program that will supplement the ongoing efforts of storm-impacted local and county governments to rebuild and revitalize.

The Program offers grants to municipalities and counties to hire American Institute of Certified Planners /New Jersey Board of Professional Planners (AICP/PP) licensed planners to address conditions created or exacerbated by the storm, identify approaches to rebuilding that will be more resistant to damage from future storm events, and encourage sustainable economic growth. **All projects must be overseen by an AICP/PP licensed planner.**

All grant activities must be completed within twelve (12) months of grant execution. Grant agreements will require that all planning reports produced with these funds include suggestions for finding additional sources of funding and target dates for the implementation of the planning recommendations.

Following execution of the grant agreement, the City will provide the consultant with a format for the submission of monthly reports. The City will monitor progress toward the completion of the scope of work within the timeline agreed to by the consultant and the grantee. Failure to submit monthly reports and/or other documents as required by the agreement in a timely manner may result in a suspension of the grant and the reimbursement of all grant monies provided through this program.

Phase 1 of the Post Sandy Planning Work is being completed and includes the following three scopes of work:

1. Environmental Design of Bayfront Area

The City's bayfront witnessed significant damage from Superstorm Sandy and previous storms. Most of the repetitive loss properties in Margate are located on the bay side of the community. Twenty seven substantially damaged homes are located in a four block area bounded by Benson Avenue, Fremont Avenue, Union Avenue and Amherst Avenue – this area should receive special attention. To address the Bayfront issues it is recommended that a NJDCA Post Sandy Planning Grant be secured to fund a planning initiative to determine infrastructure needs, complete a bathymetric survey of the bayfront waters, a terrestrial survey of existing infrastructure and environmental design to protect and enhance this important district. The scope of work will include:

Task 1: Inspecting the entire bayfront to identify where bulkheads do not exist and to determine where bulkhead replacement and elevation is needed. A complete inventory of private and public bulkheads, their elevations by map and quantitative chart, their age, type of material, and condition will be completed.

Task 2: Recommend the ideal height of the bulkheads, materials to be used for replacement, returns or tie-ins from parcel to parcel, type of capping required and tie-ins to decks, ramps and stairs for future improvements to enhance the resiliency of the community. The City is currently in the process of raising the bulkhead height by changing from NGVD 1929 datum to NGVD 1988 datum, thereby raising the bulkhead height by 1.3 feet. It is proposed that the new bulkhead requirement will be required of all new development and for substantially improved property (as defined in the City's Flood Damage Prevention Ordinance; however, the consultant should provide detailed regulations in the form of an ordinance. However, surveys, an engineering evaluation and a surrounding land-use analysis are needed to determine the ideal height. The land use analysis shall include waterfront deck heights, first floor elevations of waterfront properties that may be different from non-waterfront properties insofar as the first floor elevations might relate to the bulkhead recommended elevations rather than the base flood elevation. Providing revised land use guidance taking into account the new bulkheads heights. With higher bulkheads comes the need to evaluate setbacks and heights of decks, landscaping requirements, building height requirements, grade changes allowed or prohibited, engineering site plan requirements, location and configuration of accessory structures and other land use guidelines.

Deliverable: A comprehensive Report that clearly documents infrastructure needs, a complete bathymetric survey of the bayfront waters, a terrestrial survey of existing infrastructure and environmental design to protect and enhance the Bayfront area of Margate. A complete inventory of private and public bayfront bulkheads will be included along with bulkhead heights and replacement recommendations. Provide recommendations for revisions to the land use standards for the Bayfront area including but not limited to setbacks, heights of decks, landscaping requirements, building heights

and coverage. Potential funding sources for public infrastructure improvements should be identified.

2. Environmental Design for Amherst Avenue Business District Infrastructure and Development

The City of Margate has a Bayfront District that is a regional attraction with restaurants, bars, housing and marinas. Over the years, Margate has focused a great deal of attention on the revitalization of this area located along Amherst Avenue. The renaissance of this area is readily apparent by the new housing as well as commercial reinvestment taking the form of new restaurants. A waterfront park has been established at the Washington Avenue street end.

This area was severely impacted by Superstorm Sandy. This Report details the need to fully replace the Bulkhead along Amherst Avenue, at a higher elevation. A boardwalk along the waterfront has been suggested to provide additional pedestrian access. Given these proposed changes in bulkhead elevation, the entire neighborhood should be evaluated and new design standards provided. The following elements must be included:

Tasks:

1. Conceptual Design – provide design concepts for improvements in the study area based on public input.
2. Preliminary Surveying – complete site surveying, a bathymetric survey of the Bayfront waters and a terrestrial survey of existing infrastructure. A parking study should be completed which reviews the impacts, in any, on existing public parking after the boardwalk is built and additional pedestrians are attracted to the area. Access by boaters and fisherman to the docks, parking for boaters and other recreational bay users and possible view obstructions should also be evaluated.
3. Environmental Design of boardwalk, public space and infrastructure improvements. Develop planning incentives and economic development tools to encourage proper development.

Deliverables: This comprehensive Report details the need to fully replace the Bulkhead along Amherst Avenue, at a higher elevation. Detailed design of a boardwalk along the waterfront to provide additional pedestrian access along with public space and infrastructure improvements. Given the proposed changes in bulkhead elevation, the entire neighborhood should be evaluated and new design standards provided including but not limited to setbacks, heights of decks, landscaping requirements, building heights and coverage. Potential funding sources for public infrastructure improvements should be identified. A large scale color rendering of the final design proposal for display purposes.

3. Environmental Design of Beachfront Area

The City's beach front was severely impacted by Superstorm Sandy. To make this area more resilient it is recommended that a NJDCA Post Sandy Planning Grant be secured to fund a planning initiative to determine infrastructure needs, bulkhead heights and environmental design to protect and enhance this area. The scope of work will include:

Task 1: Inspecting the entire bulkhead along the beach to identify where bulkheads do not exist and to determine where bulkhead replacement and elevation is needed. A complete inventory of private and public bulkheads, their elevations by map and quantitative chart, their age, type of material, and condition will be completed.

Task 2: Recommend the ideal height of the bulkheads, materials to be used for replacement, returns or tie-ins from parcel to parcel, type of capping required and tie-ins to decks, ramps and stairs for future improvements to enhance the resiliency of the community. The City is currently in the process of raising the bulkhead height by changing from NGVD 1929 datum to NGVD 1988 datum, thereby raising the bulkhead height by 1.3 feet. It is proposed that the new bulkhead requirement will be required of all new development and for substantially improved property (as defined in the City's Flood Damage Prevention Ordinance; however, the consultant should provide detailed regulations in the form of an ordinance. However, surveys, an engineering evaluation and a surrounding land-use analysis are needed to determine the ideal height. The land use analysis shall include waterfront deck heights, first floor elevations of waterfront properties that may be different from non-waterfront properties insofar as the first floor elevations might relate to the bulkhead recommended elevations rather than the base flood elevation. Providing revised land use guidance taking into account the new bulkheads heights. With higher bulkheads comes the need to evaluate setbacks and heights of decks, landscaping requirements, building height requirements, grade changes allowed or prohibited, engineering site plan requirements, location and configuration of accessory structures and other land use guidelines.

Deliverables: A comprehensive Report that determine infrastructure needs, bulkhead heights and environmental design to protect and enhance this beach front area. A complete inventory of private and public bulkheads will be completed, inspecting all bulkheads along the beach front to identify where bulkheads do not exist and to determine where bulkhead replacement and elevation is needed. Surveys, an engineering evaluation and a surrounding land-use analysis will be completed to determine the ideal bulkhead height. Providing revised land use guidance taking into account the new bulkheads heights including but not limited to an critique of setbacks and heights of decks standards, landscaping requirements, building height requirements, and other land use guidelines.

This Request for Proposal is for Phase 2 of the Post Sandy Planning Work and will include the following four Scopes of Work. The successful proposer will be required to provide forty (40) copies of each report and a CD version:

1. Master Plan Development - \$50,000

The Master Plan Reexamination was completed in 2006 and City Officials feel that a new Plan is needed to take into account the impacts of Superstorm Sandy and to guide the community for the next decade. It is recommended that a NJDCA Post Sandy Planning Grant be secured to fund this comprehensive master plan and that includes the following:

- **Natural Resource Inventory**
- **Land Use Element - which takes into account the new FIRM maps, the floodplain management plan and associated requirements and discourages property owners from building in high-risk areas.**
- **Community Facility Element - to ensure that critical facilities and public properties are properly sited and adequately protected.**
- **Open Space and Recreation Plan Element - to identify and create an implementation plan for the acquisition and management of critical open-space areas.**
- **Historic Preservation Element - to preserve historic areas and buildings and develop a plan for strategically utilizing funding that is available through the RREM program. The Marven Gardens Historic District is a new land use designation added in 2006. The designation was created specifically to acknowledge the historic character of this distinct area. The area is generally bounded by Ventnor Avenue, Brunswick Avenue, Fredericksburg Avenue and Winchester Avenue. This is a designated historic district with a very unusual pattern of land development and very high urban design values. The area includes curvilinear lots, shared driveways, zero lot line garages, and a very unique street system. The design guidelines for this areas will be evaluated.**

The new Master Plan will identify resilience within its mission statement or goals. Coastal hazards will be addressed in the elements of the Master Plan along with the impacts they may have on infrastructure, land uses, housing and community facilities. The Plan will also make recommendations to reduce hazard vulnerability thorough land use planning.

Tasks:

Task 1: Existing Conditions Analysis - Compile a list of all existing planning documents and studies presently ongoing relating to Margate by all agencies, government and non-government, and obtaining copies of these documents and

studies for analysis and review in other tasks. Provide updated land-use, economic, demographic, environmental, housing and other needed data for use in preparing a Master Plan. This first task proposes the preparation of a comprehensive inventory and assessment of existing conditions in the study area to identify the primary needs, challenges and opportunities.

Task 2: Plan Preparation – This task will entail a significant public involvement process to develop, articulate and visualize future scenarios and develop a consensus around priorities and objectives. Information and analysis collected under Task 1 will be used to inform participants about needs, limitations and opportunities to be considered in order to ground the planning process in a real-world, present-day context.

Task 3: Implementation Plan - Building upon each of the previous tasks, specific actions and recommendations will be developed regarding how to best achieve the vision and plan articulated in Task 2. Examples will include: mechanisms for funding new development, redevelopment and supporting infrastructure; regulatory mechanisms including a Form-Based Code; non-regulatory tools such as capital improvement planning, city operations and maintenance, development assistance/support, special events and marketing; and a monitoring process and performance measures to allow the City to closely evaluate the progress and impacts of the Master Plan.

Task 4: Final Plan Preparation - This task will include bringing together all of the information and recommendations into a single document for final presentation. Developing a document format that will be reader-friendly, accessible, and include visualization of the information conveyed will be essential.

Timetable:

Existing Conditions Analysis	3 months
Plan Preparation	4 months
Implementation Plan	3 months
Final Plan Preparation	2 months

Deliverables: A Master Plan Reexamination that follows the MLUL guidelines. This Reexamination will include a Natural Resource Inventory, Land Use Element, Community Facility Element, Open Space and Recreation Plan Element and Historic Preservation Element as described above.

2. Economic Development Element/Community Development Plan for Business Districts - \$50,000

Superstorm Sandy has had a continued economic impact on the City of Margate. The region continues to struggle with the elimination of over 8,000 jobs in the casino industry since 2014 which has resulted in an outmigration of the population looking for employment opportunities. Given these dynamics the competition among service, retail and food and beverage businesses has increased. To help make the existing commercial districts in Margate more competitive and to promote sustainability it is recommended that a NJDCA Post Sandy Planning Grant be secured to fund an Economic Development Element/Community Development Plan for the City's commercial business districts.

Margate's Central Business District (CBD) is located in two core areas on Ventnor Avenue. One zone is generally located between Granville Avenue and Clermont Avenue and the other zone is located along Ventnor Avenue in the southeast section of the City and includes Washington Avenue.

The CBD is distinguished from other commercial areas of Margate by a requirement to develop retail sales and related uses at ground level. Upper stories may be residential work/live, commercial or loft space. The Margate Master Plan recommends that, "The CBD area along Washington Avenue and Ventnor Avenue needs to be reviewed and a detailed plan should be prepared. The Plan should include streetscape standards, parking strategies and business and wayfinding signage standards. Connections of the bayfront to oceanfront in the Washington Avenue corridor should be established to reinforce the CBD design."

An additional commercial/business district is located along Ventnor Avenue. The principal uses anticipated are business, professional and medical offices.

The tasks for this Plan include:

Task 1: CBD Development Plan – develop a design concept for each of the two business district. The theme should be able to survive the test of time and be built of materials that can survive in a shore environment. The City has a template in place that will be used as a foundation for this design effort.

Task 2: Planning and Economic Incentives - The Plan will also explore and develop ideas such as the expansion of commercial business districts, economic incentives for new businesses, joint marketing, implementation of wayfinding signage, design standards to brand the economic districts, and the use of many other tools to jump-start economic growth. This study would be designed to leverage additional public improvements (streetscapes, sidewalks, pedestrian safety, etc.) and to determine an incentive package to attract new businesses to the area.

Task 3: Plan Preparation –This task will include bringing together all the information and recommendations into a single document for final presentation.

Developing a document format that will be reader-friendly, accessible and include visualization of the information conveyed will be essential.

Timetable:

CBD Development Plan	6 months
Planning and Economic Incentives	4 months
Plan Preparation	2 months

Deliverables: The Economic Development Element will include a study of economic development and tourism opportunities and barrier island leisure experiences for the future. The study shall relate to the changing dynamics of the Atlantic County region given the changes in Atlantic City and include suggested roles for the City government, Margate Business Association, and other non-government agencies.

The Economic Development Element which evaluated current and future conditions in the City's non-residential zoning districts. Zoning revisions may be recommended to enhance economic development opportunities in the City. Design standards to insure that the business districts are resilient from future natural disasters will be considered. Economic incentives for business growth will be determined.

The Economic Development Element shall answer the following questions with detailed analysis:

- 1. What infrastructure changes does Margate need to compete for economic development and tourism?**
- 2. What programs and activities will complement the principal attraction (beach)?**
- 3. Is there a need/demand for a different mix of temporary housing i.e. a modern hotel?**
- 4. What is the future plan for the Bayfront? Boating? Better public access to the Bayfront? Water Taxis? Public pier?**
- 5. Who and what is the Margate market? A market analysis will be completed to review current and future business opportunities.**
- 6. How will Margate continue to distinguish itself from nearby shore towns?**

7. Provide a complete SWOT analysis to determine what Margate is doing right operationally and improvements are needed?

3. Sustainable Community Plan - \$50,000

According to Sustainable Jersey, “a ‘Sustainable Community Plan’ sets goals for the future that helps communities realize a Sustainable Community vision, use indicators to track progress towards these goals, and includes action plans that have roles for government, citizens, businesses, schools and civic organizations. Each plan is created through a dialogue that incorporates local residents’ desires for the future and an understanding of the impact every community has on regional and global sustainability issues.”

It is recommended that a NJDCA Post Sandy Planning Grant be secured to fund a Sustainable Community Plan for the City of Margate. This plan will be developed in cooperation with the Margate Green Team and the governing body. Topics to be incorporated include:

- **Green Building and Environmental Sustainability Element of the Master Plan**
- **Renewable Energy**
- **Green Building & Design**
- **Land Use & Mobility**
- **Water Related Issues**

Tasks:

Task 1: Existing Conditions Analysis – Provide updated data designed to provide a benchmark for analysis and monitoring including but not limited to energy use of all city buildings, inventory of street lights, inventory of flood control measures, vehicle inventory and inventories of other elements of City operations that can be impacted by sustainability improvements.

Task 2: Plan Preparation – This task will entail a significant public involvement process to develop, articulate and visualize future scenarios and develop a consensus around priorities and objectives. Information and analysis collected under Task 1 will be used to inform participants about needs, limitations and opportunities to be considered in order to ground the planning process in a real-world, present-day context.

Task 3: Implementation Plan - Building upon each of the previous tasks, specific actions and recommendations will be developed regarding how to best achieve the vision and plan articulated in Task 2. The Sustainability Element shall identify specific measures that local government can take to save energy and reduce costs; suggestions vehicle types, fuel and maintenance total cost approach, recycling methods and opportunities, flood control measures, impervious surface ideas, reduced use of electricity, Street lighting inventory, wider use of thermostat controls and remote energy monitoring opportunities.

Examples will include: purchasing guidelines; building standards; tools such as capital improvement planning, city operations and maintenance, development assistance/support, special events and marketing; and a monitoring process and performances measures to allow the City to closely evaluate the progress and impacts of the Plan.

The Sustainability Element should not just identify these kind of items but give provide guidelines on exactly what and how to implement them and their costs and benefits. For example, if green purchasing is recommended, then there should be applicable suggestions for specific items that are currently purchased as part of City operations.

Task 4: Final Plan Preparation - This task will include bringing together all of the information and recommendations into a single document for final presentation. Developing a document format that will be reader-friendly, accessible, and include visualization of the information conveyed.

Timetable:

Existing Conditions Analysis	3 months
Plan Preparation	4 months
Implementation Plan	3 months
Final Plan Preparation	2 months

Deliverable: A comprehensive Sustainability Element of the Master Plan that sets goals for the future to assist the City to realize a Sustainable Community vision, use indicators to track progress towards these goals, and includes action plans that have roles for government, citizens, businesses, schools and civic organizations. This element will include discussion regarding: Green Building, Renewable Energy. Green Building & Design, Land Use & Mobility and Water Related Issues.

4. Zoning Ordinance Revisions – Design Standards - \$50,000

Once the Master Plan is complete, zoning ordinance revisions will be required. The Margate Planning Board and its professionals have identified a number of planning

issues that will be addressed in the zoning ordinance revisions. It is recommended that a NJDCA Post Sandy Planning Grant be secured to fund these needed zoning ordinance revisions.

Additional revisions may be needed to assist the City in achieving a higher CRS flood insurance discount. For example, the Planning Board supports in concept the inclusion of additional freeboard to protect properties and to enhance the City's insurance discounts through the Community Rating System. Design standards will be considered to ensure that the higher structures are aesthetically pleasing and are harmonious with the existing neighborhood. Other options to be considered are a higher standard for substantial improvements/damage that is less than 50 percent and/or a longer time period under which substantial improvements/damage is measured.

Tasks:

Task 1: Design Code Development - This task is the development of a revised zoning to implement the new Master Plan. The code will include: a regulating plan, public space standards and building form standards. Additional elements that the City may consider are: architectural, landscaping, signage and environmental resource standards.

Task 2: Public Meetings – A series of public meetings will be held with the Planning Board and the governing body to review and discuss recommended changes.

Green infrastructure strategies may be incorporated into the zoning ordinance to the greatest extent possible to encourage renewable energy, green roofs, permeable pavement and rain gardens, among other strategies.

Timetable:

Design Code Development	12 months
Public Outreach	Ongoing

Deliverables: Zoning Ordinance Revisions as recommended in the Master Plan Reexamination including revisions needed to assist the City in achieving a higher CRS flood insurance discount. Design standards for elevated structures will be considered to ensure that the higher structures are aesthetically pleasing and are harmonious with the existing neighborhood. The Zoning Ordinance Revisions must include:

- a. **Consideration of all suggested changes submitted by Planning Board members.**

- b. Consideration of a site plan engineering requirement for all waterfront lots, as it now does, plus any and all new house lots wherein the Construction Official or Zoning Officer deems it necessary due to unusual configuration, elevations, or drainage matters.**
- c. Reconsideration and upgrade of all fees.**
- d. Incorporation of zoning change elements of all Phase I and other Phase II studies.**
- e. The final product is a line by line rewrite of the Land Use Ordinance, as well as the zoning map and Height Regulating map.**

3. Reporting

Following execution of the contract with the selected firm, the City will provide the selected firm with a format for the submission of monthly reports and a payment schedule based on consultant invoices that are tied to project deliverables. The City will monitor progress toward the completion of the scope of work within the timeline agreed to by the consultant and the City. Failure to submit monthly reports and/or other documents as required by the agreement in a timely manner may result in a suspension of the contract and the reimbursement of any payments provided through the NJDCA program to date.

1. The Project Team must verify existing site conditions, environmental constraints, land ownership, utilities and site boundaries.
2. Any building and site development plans and details must be in accordance with all federal, state and local requirements, including NJDEP and the Army Corps.
3. The City would like this project to be designed to incorporate sustainable elements, where practical.
4. The Project Team will be responsible for community-based planning and public meetings (assisted by City representatives), program development, coordination with NJDEP and the Army Corps, schematic designs, design development, cost estimation, and identification of permits needed to proceed with proposed projects.

END OF TECHNICAL REQUIREMENTS SECTION

SELECTION PROCESS

The Project Teams will be evaluated based on the following criteria

1. Team Composition (20 Points)

The Team's urban planning, landscape architectural, renovation/restoration, architectural design, civil engineering, coastal protection, storm mitigation and resiliency, site planning and other relevant experience for projects of this size and type will be evaluated.

- a. Depth of interdisciplinary experience
- b. Capacity to work collaboratively on interdisciplinary teams
 - i. Name of Lead Firm
 - ii. Address of all Team members Company Headquarters
 - iii. Address of office that will be responsible for this project
 - iv. How many years has the organization been in business?
 - v. How many years has the organization been in business under its present name?
 - vi. Under what former name(s) has the organization operated?
 - vii. List the jurisdiction pertinent to this project in which you organization is legally qualified to do business. Provide registrations and/or license numbers as applicable.
 - viii. List officers of the Corporation, or all of the partners, and the years served in that position. Identify any firms engaged in architecture, landscape architecture, planning or engineering with which the officers or partners were affiliated within the past five years.
 - ix. Briefly list any disputes regarding labor law with any Federal, State, or local government agencies within the past five (5) years.

2. Quality of Past Experience -Limited to ten (10) pages for the entire team (20 points)

Respond to the following:

- a. Demonstrated excellence in each of the team member's respective disciplines.
- b. Commitment to participatory design and public engagement.
- c. Relevance of the team's experience to the proposed scope of work
- d. Track record of publically-funded, completed projects.

3. Experience of Key Team Members and Firm - Limited to ten (10) pages for the entire team (20 points)

Resumes and copies of professional licenses of all proposed key team members are to be submitted with the proposal package. The qualifications and experience of each of the key team members to effectively complete the tasks and services to which they

are assigned will be evaluated. Participation by Principals of the firm as key team members will be required throughout the project. Respond to the following questions:

- a. List the names and resumes of those personnel to be assigned.
- b. Provide as an attachment a list of similar projects awarded or undertaken within the past five (5) years.
- c. Provide as an attachment the firm's experience in NJDEP and Army Corp permitting as it relates to bulkhead and storm mitigation projects.
- d. For each project identified in questions b. and c., provide the name of the owner, including point of contact and phone number, total project cost (site, construction and A/E fees) and date of/or anticipated completion. Provide both estimated and final costs.
- e. Within the past five (5) years, has your organization failed to complete any work awarded to it? If yes, provide details.
- f. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against your firm or its Officers? If yes, provide details.
- g. Has your firm ever been disqualified or defaulted on a project? If yes, provide details.
- h. Has your firm filed lawsuits or requested arbitration within the past five (5) years? If yes, please provide details.
- i. Has your firm ever been suspended or terminated from a project? If yes, provide details.

4. Project Scope of Work and Schedule - Limited to five (5) pages (20 points)

Provide a detailed narrative and timeline of the Project Team's scope of work, management, resource allocation staffing and a schedule of activities throughout the various components and/or Phases of the project. Proposers should provide a strategy and schedule for completing this project quickly and efficiently. The proposals will be evaluated based on the scope of work proposed to compliment and expand the requirements of the Post Sandy Planning Grants. The proposal shall not exceed the amount of funds provided by the Post Sandy Planning Grants.

The NJDCA has approved funding for the previously described planning efforts. Project Teams are encouraged to exceed these minimum requirements to promote resilience, economic development and neighborhood enhancement.

5. Cost

Completed the attached Cost Proposal Form and provide a detailed cost breakdown for each scope of work by task showing each employee, proposed hours, hourly rate and all other costs. The actual cost provided by the proposer for each plan and each task will be taken into account in evaluating these proposals. **(20 points)**

6. References - Limit to one (1) page

Provide references indicating satisfaction from former clients. Clients listed as projects in response to b. & c. above are required.

INSURANCE

Refer to the City's requirements in the attached contract exhibit for insurance and submit appropriate documentation.

AFFIRMATIVE ACTION REQUIREMENTS

The Design Team is required to comply with standard State Mandated Affirmative Action provisions, Affirmative Action PL 1975 Chapter 127. Consideration will be given to Project Teams composed of local, minority & women owned consulting firms.

PROPOSAL SUBMISSION

Proposers shall complete, execute, notarize and submit all forms included in the Project Proposal, complete with the entire RFP package to the City according to the schedule above.

END OF SELECTION PROCESS SECTION

SUBMISSION CHECK LIST

The following checklist is provided to assist the Proposer in assembling requested information. The checklist is for guidance only and does not relieve the Proposer from submitting requested data, which may have been omitted from the list.

1. Cover Letter listing:

- A. Name of Organization.
 - B. Address of Company Headquarters.
 - C. Address of Office Responsible for this Project.
 - D. Consultant Design Team members (note: Local, Minority & Women Owned companies)
1. Years Company has been in business:
 - A. Years Company has been in business under its present name and under former names the organization has operated, if applicable.
 - B. List the jurisdiction pertinent to the project in which your organization is legally qualified to do business. Provide registrations and/or license numbers as applicable.
 - C. List officers of the Corporation, or all of the partners, and the years served in that position. Identify any firms engaged in architecture, interior design or engineering with which the officers or partners were affiliated within the past five years.
 - D. Briefly list any disputes regarding labor law with any Federal, State, or local government agencies within the past five years.

 2. Experience of Key Team Members and Firm:
 - A. List names and resumes of personnel to be assigned to project. Provide copies of licenses of personnel.
 - B. Provide a list of similar projects awarded or undertaken within the past five years. For each project provide the name of the owner, contact information, total project cost (site, construction and A/E fees) and (anticipated) date of completion. Provide both estimated and final costs.
 - C. State the firm's experience in permitting.
 - D. Has your organization been disqualified or defaulted on a project or failed to complete any work awarded it within the past five years? If yes, provide details.
 - E. Are there any judgments/claims/arbitration proceedings/suits pending or outstanding against your firm or its Officers? If yes, provide details.
 - F. Has your firm filed lawsuits or requested arbitration within the past five years? If yes, provide details.
 - G. Has your firm ever been suspended or terminated from a project? If yes, provide details.

 3. Project Approach and Schedule:
 - A. Provide a detailed narrative and timeline of the firm's approach to the project (discuss possible project designs and alternatives), management, resource allocation, staffing and related timeframes and a schedule of activities throughout the various phases of the project.
 - 1) Provide Project Organization Chart of Team Members

- 2) List resource allocation through all Phases of the project.
4. Completed the attached Cost Proposal Form and provide a detailed cost breakdown for each scope of work by task showing each employee, proposed hours, hourly rate and all other costs.
5. References: Provide references from former clients. Clients/Projects listed in 2.B (above) are required.
6. Provide appropriate insurance documentation as per attached exhibit. (Refer to the City's requirements in the attached Contract Exhibit for insurance requirements.)
7. List Addenda issued by the City (if any).
8. Signed Disclosure Form.
9. Signed Affirmative Action Statement.
10. Signed Non-Collusion Affidavit.
11. State of New Jersey Business Registration Certificate.
12. Five (5) copies and one electronic copy (CD Rom or Flash drive) of the Proposal.
13. Signed Project Proposal Form.

END OF SUBMISSION CHECK LIST SECTION

COMPANY NAME: _____

PROJECT PROPOSAL

The Proposer hereby certifies that he/she has read the entire RFP, understands the requirements of the City, possesses the necessary licensing, education, training, experience and resources to complete the tasks described in the RFP, is familiar with the site and the site conditions, and can complete the project within the limits imposed by this RFP.

The Proposers is a corporation/partnership/individual under the laws of the State of _____ having principal offices at _____ and is authorized to conduct business in the State of New Jersey.

**Professional Planning Services for the
Post Sandy Planning Grants
Margate City, New Jersey**

Name of Proposers:

Corporation, Partnership or Individual

Corporation, Partnership or Individual

AUTHORIZED SIGNATURE

/_____
/DATE

Title

Address

City **State** **Zip Code**

Telephone Number **Fax Number** **E-Mail**

COMPANY NAME: _____

FEE PROPOSAL FORM

**Professional Planning Services for the
Post Sandy Planning Grants
Margate, New Jersey**

The Proposer is to provide Lump Sum costs for each Phase and a Grand Total. A breakdown of hours programmed for each Phase of the Project by Title shall be provided as well and attached to your Proposal

Master Plan Development \$ _____

**Economic Development Element/Community Development
Plan for Business Districts** \$ _____

Sustainable Community Plan \$ _____

Zoning Ordinance Revisions – Design Standards \$ _____

TOTAL

\$ _____

AUTHORIZED SIGNATURE

/DATE

CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT

**RESPONDENTS SHALL COMPLETE AND SIGN THIS FORM
AND SUBMIT IT WITH YOUR QUALIFICATIONS**

All respondents shall read and complete this statement where applicable, regardless of whether respondent is a corporation, partnership or sole proprietor.

The Provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including limited partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials and supplies unless, prior to the receipt of the Respondent's qualifications or accompanying Respondent's qualifications of said partnership or corporation, there is submitted a statement containing the following information:

- (1) If the respondent is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
- (2) If the respondent is a corporation, then the statement shall set forth the names and address of all stockholders in the corporation who own 10% or more of its stock of any class.
- (3) If a corporation owns all or part of the stock of the corporation or partnership submitting the qualifications, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

Respondent shall complete the corporate/partnership disclosure statement form on the following page.

**STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK
OR INTEREST IN THE BIDDER'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporations, limited liability partnerships, subchapter S corporations or any other business entity, shall be awarded a contract, unless prior to the receipt of the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporations or any other business entity, there is submitted in the bid package, a statement setting forth the names and addresses of all individuals who own 10% or more of the stock or interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or any other business entity.

Date _____

LEGAL NAME OF RESPONDENT: _____

Check which business entity the respondent is:

Corporation	_____	Date Incorporated: _____
Limited Liability Corporation	_____	
Subchapter S Corporation	_____	
Partnership	_____	
Limited Partnership	_____	
Limited Liability Partnership	_____	
Any other business entity: (Specify)	_____	

BUSINESS ADDRESS:

_____/_____
STREET ADDRESS CITY STATE ZIP

_____/_____/_____
TELEPHONE# FAX# E-MAIL ADDRESS

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any classes, or who own (10) percent or greater interest therein.

NAME ADDRESS

NAME ADDRESS

NAME ADDRESS

NOTARIZED NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

) ss:

COUNTY)

I, _____ of the City of _____

in the County of _____ and the State of _____ of

full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

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 State of New Jersey 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 warrant that no requirement or commitment was made in reference to any political contribution to any party, persons, or elected official and that not undisclosed benefits of any kind were promised to anyone connected with City government of any political party in reference hereto.

I warrant that no member, partner, official, officer, stockholder or anyone having interest in this firm has any interest of any amount or nature as to another firm, partnership, corporation group, etc. making a bid on said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (NJSA 52:34-15).
(Contractor)

I further warrant and represent that I have never been convicted of or acknowledge nor admitted to any payment of kickbacks or unlawful gifts to any government official or employee for which conduct the City of Margate City deems me disqualified from doing business with the City of Margate City under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and gives supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

(Signature of Affiant)

(Print Name of Affiant)

SWORN AND SUBSCRIBED TO BEFORE
ME, THE _____ DAY OF
_____ 2014.

Notary Public

RESPONDENT MUST COMPLETE THIS PAGE

1. If the respondent is an **LLC**, sign name and give address:

Name: _____

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

2. If individual has a **TRADE NAME**, give such trade name:

Trading as: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

3. If the respondent is **INCORPORATED**, give following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

4. If respondent is a **PARTNERSHIP**, state names of partners and firm name:

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

5. Agent in charge of said office whom notice may be legally served:

Name: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

Name of Corporation: _____

By: _____

Title: _____

Address: _____

Telephone No & Area Code: _____

Fax No & Area Code: _____

NOTE: Item #5 must be completely filled in.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

AMERICANS WITH DISABILITIES ACT

Contracting Language

Equal Opportunity for Individuals with Disabilities

The Contractor and the City do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT" 42 U.S.C. S12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Contractor agrees that the preference 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arises 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 City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if, the City 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 City 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 City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

It is further agreed and understood that the City assumes no obligation to indemnify or save harmless the Contractor, its agents, servant, 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 City from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

EXHIBIT "A"

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10.5-31 et seq., N.J.A.C. 17.27

GOODS and SERVICES and PROFESSIONAL SERVICE CONTRACTS

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

EXHIBIT "B"

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.C.A. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

workers is equal to or greater than the applicable employment goal established in accordance with **N.J.A.C. 17:27-7.3.**

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be Achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to **N.J.A.C. 17:27-5.3,** of its workforce needs, and request referral of minority and women workers;

 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goals.

(5) If it is necessary to lay off some of the workers in a given trade on the construction site to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing **N.J.S.A. 10:5-31 et seq.**

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

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

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or

arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division, an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with **N.J.A.C. 17:27-7.**

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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