

Jersey City Redevelopment Agency

REQUEST FOR QUALIFICATIONS

General Civil Engineering Services

Contract Term

June 2017 to June 2018

SUBMISSION DEADLINE

11:00 A.M.

May 26th, 2017

ADDRESS ALL PROPOSALS TO:

**Benjamin Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, 3rd floor
Jersey City, New Jersey 07302
201-761-0822**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION

Jersey City Redevelopment Agency
66 York Street, 3rd floor
Jersey City, NJ 07302

CONTACT PERSON

Benjamin Delisle
Director of Development
66 York Street, 3rd floor
Jersey City, NJ 07302
201-761-0822

PURPOSE OF REQUEST

The Jersey City Redevelopment Agency (Agency) is requesting qualification statements from qualified individuals and firms to provide General Civil Engineering Services. Proposals will be evaluated in accordance with the criteria set forth in this Request for Qualifications (RFQ). Using this RFQ, the Agency, intends to work with Engineering Firms who will be available to provide professional services as needed during the contract term. One or more individuals/firms may be selected to provide services. If selected, the Board of Commissioners will approve a resolution awarding a “fair and open” contract, pursuant to N.J.S.A. 19:44A-20.4 et seq., for professional services for a sum not to exceed a specified amount to be determined by the Agency on a case by case basis.

PERIOD OF QUALIFICATION

June 2017 through June 2018

CONTRACT FORM

If selected to provide services, the successful Respondent shall be required to execute the Agency’s form of contract, which includes indemnification, insurance, termination and licensing provisions. A complete copy of a draft Agency contract is available upon request.

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications (RFQ):

"Agency" - refers to the Jersey City Redevelopment Agency.

"City" - refers to the City of Jersey City.

"Qualification Statement"- refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who in the sole judgment of the Agency have satisfied the qualification criteria set forth in this RFQ.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose

The Agency is soliciting Qualification Statements from interested persons and/or firms for the provision of professional services, as more particularly described herein. Through a RFQ process described herein, persons and/or firms interested in assisting the Agency with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Agency will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein.

The Agency intends to qualify persons and/or firm(s) that:

- a. possess the professional, financial and administrative capabilities to provide the proposed services; and
- b. will agree to work under the compensation terms and conditions determined by the Agency.

1.2. Procurement Process and Schedule

The selection of Qualified Respondents is subject to the "New Jersey Local Unit Pay-to-

Play” Law, N.J.S.A. 19:44A-20.4, et seq. In addition, the selection of the Qualified Respondents is also subject to the City of Jersey City Contractor Pay-to-Play local requirements, City Ordinance 08-128. The Agency has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification Statements will be evaluated in accordance with the criteria set forth in this RFQ, which will be applied in the same manner to each Qualification Statement received.

Qualification Statements will be reviewed and evaluated by the Agency’s executive staff. The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, executive staff will determine which Respondents are qualified under the aforestated criteria.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Agency reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents who have received a copy of this RFQ.

All communications concerning this RFQ or the RFQ process shall be directed to the Agency’s designated Contact Person, in writing.

Qualification Statements must be submitted to, and be received by, the Agency via mail or hand delivery by **11:00 a.m. prevailing time on May 26, 2017**. Qualification Statements will not be accepted by facsimile transmission or e-mail. Qualification Statements shall be opened in public in the Agency’s Conference Room located at 66 York Street, 2nd floor, Jersey City, New Jersey.

Subsequent to issuance of this RFQ, the Agency (through the issuance of addenda to all persons and/or firms that have received a copy of the RFQ) may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by and in the sole judgment of the Agency. Respondents are responsible to check the website to verify whether or not any addenda have been posted.

TABLE 1

PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Qualifications	April 24, 2017
2. Receipt of Qualification Statements	May 26, 2017
3. Completion of Evaluation of Qualification Statements	June 9, 2017
4. Qualifying Firms	June 20, 2017
5. Award of Professional Services Contract	June 2017– 2018

1.3 Conditions Applicable to RFQ

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

1. This document is an RFQ and does not constitute a Request for Proposals (RFP).
2. This RFQ does not commit the Agency to issue an RFP.
3. All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
4. The Agency reserves the right, in its sole judgment, to reject any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
5. The Agency reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
6. The Agency reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.

7. All Qualification Statements shall become the property of the Agency and will not be returned.
8. The Agency may request Respondents to send representatives to the Agency for interviews.
9. Any and all Qualification Statements not received by the Agency by 11:00 a.m. prevailing time on **May 26, 2017** be rejected.
10. Neither the Agency nor its officers, officials or employees shall be liable for any claims for damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

1.4. Rights of Agency

The Agency reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
2. To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
3. To waive any technical non-conformance with the terms of this RFQ.
4. To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
5. To conduct investigations of any or all of the Respondents, as the Agency deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
6. To suspend or terminate the procurement process described in this RFQ at any time, in its sole discretion. If terminated, the Agency may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
7. The Agency shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

1.5 Addenda or Amendments to RFQ

During the period provided for the preparation of responses to the RFQ, the Agency may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Agency and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

1.6 Cost of Qualification Statement Preparation

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Agency, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

1.7 Qualification Statement Format

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which in the judgment of the Agency fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES

It is the intent of the Agency to solicit Qualification Statements from Respondents that have expertise in the provision of professional services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

Engineering Services to be provided may include the following:

1. Review by Governing Agencies and Permits - Assist the Agency in the preparation of applications to obtain all permits that may be necessary for construction of the proposed improvements. As may be required, submit inspection reports, contract specifications and plans to governing agencies. Incorporate any comments as may be required to obtain necessary permits.
2. Review of Bids - Assist the Agency in obtaining public bids from qualified contractors. Prepare copies of contract documents as required for public bid. Attend bid opening and make recommendation to City regarding awarding of bids.
3. Technical Documentation Preparation - Preparation of studies, designs, plans and specifications for various projects related to the Agency. Provide technical assistance as

required.

4. Contract Administration and Observation - To the extent provided by the contract documents, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. Check and approve schedules, shop drawings and other submissions for conformance with concept of the Project and for compliance with the information given by the contract documents. Prepare change orders involving deletions or additions to the contract scope of work. Prepare contract observation reports based on daily activity to document the progress of the work. Based on observation, review and make recommendations regarding Contractor's applications for payment.

5. General Engineering Support Services - Review technical documents, manuals and other materials referred by the Agency, conduct field visits and prepare reports as requested. Attend meetings with Agency, City, and regulatory agencies (DOT, ACOE, NJDEP, EPA, etc) as requested. Provide technical assistance as required

Engineering projects may include, but are not limited to:

- a. Engineering and design of city-wide public works projects
- b. Construction inspection and testing
- c. Roadway improvements
- d. Utility improvements (water, sewer and combined sewer outfalls and related structures)
- e. Surveying
- f. Environmental assessment and testing
- g. Site Plan reviews
- h. Construction management
- i. Traffic and transportation engineering
- j. Infrastructure planning, engineering and design for improvement
- k. Photogrammetry, drafting, CADD, GIS and Mapping
- l. Feasibility studies
- m. Management, productivity and engineering economic analysis
- n. Structural engineering
- o. permitting of any of the above
- p. grant writing or support for any of the above

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. Name, address and telephone number of the Respondent submitting a qualification Statement pursuant to this RFQ, and the name of the key contact person.
3. The number of years Respondent has been in business under the present name.
4. The number of years Respondent has been under the current management.
5. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If any, please explain.
6. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
7. Confirmation of appropriate federal and state licenses to perform activities, to include copies of LSRP license(s) for the lead staff proposed for the work.
8. Completed certificates, forms and other paperwork as set forth in this RFQ.

3.3 Professional Information Requirements

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to this RFQ:
 - a. Description and scope of work by Respondent.
 - b. Name, address and contact information of references.
 - c. Explanation of perceived relevance of the experience to the services sought in the RFQ.

2. Brief description of Respondent's relevant clients, including municipal government clients, during the last three (3) years. Contact information for the recipients of the similar services must be provided. The Agency may obtain references from any of the parties listed.
3. Resumes of key employees, including those individuals who are expected to perform the tasks described in the scope of services described herein.
4. A narrative statement of the Respondent's understanding of the Agency's needs and goals.
5. List all immediate relatives of Principal(s) of Respondent who are Agency and City employees or elected officials of the Agency. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws or anyone living in Respondent's household.
6. A billing rate sheet identifying cost details including, but not limited to, the hourly rates of each of the individuals who will be performing services, expenses, unit pricing for laboratory analysis, and subcontractors. List any management fees (markup percentage) that are applied to subcontracted or outsourced work, including laboratory analysis. Please note that should a contract be awarded to a qualified firm in the future, any fees on markups should not exceed 10%.

3.4 Indemnification and Insurance Requirements

The contractor agrees to protect, defend and save harmless the City, the Agency, and the EPA against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City, the Agency, and the EPA from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

The contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided naming the Agency and the EPA as additional insured for each work assignment awarded when required. Insurance requirements are as follows:

- a. Comprehensive General Liability in the amount of \$2,000,000
- b. Workers Compensation in the statutory amount, with a minimum limit of \$1,000,000
- c. Automobile Liability in the amount of \$1,000,000
- d. Professional Liability in the amount of \$1,000,000

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Qualification Statements

Respondents must submit an original and one electronic copy (PDF) copy of their Qualification Statement to the designated Contact Person.

Qualification Statements must be received by the Agency **no later than 11:00 a.m. prevailing time on May 26, 2017**, and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

The submission shall be accompanied by a completed Respondent's checklist and all of the required forms and documents, in their entirety, and notarized where required.

SECTION 5

EVALUATION

The Agency's objective in soliciting Qualification Statements is to enable it to select a Respondent(s) that will provide high quality and cost effective services to the Agency. The Agency will consider Qualification Statements only from Respondents that, in the Agency's sole judgment, have demonstrated the capability and willingness to provide high quality services to the Agency in the manner described in this RFQ.

Qualification Statements will be evaluated and scored by the Agency as to which are the most advantageous, price and other factors considered. The evaluation will consider (weighted in parenthesis):

1. Quality, thoroughness, and responsiveness of the Qualification Statement to the submission requirements (20 points);
2. Experience in the scope of services identified in Section 2 of this RFQ, especially with regard to redevelopment and urban settings (20 points);
3. Knowledge of the Agency, Jersey City, and other pertinent government experience (15 points);
4. Price proposal (including billing rate sheet) (20 points);

5. Staffing, personnel, and the ability to complete assignments in a timely manner and meet project schedules (15 points);
6. Other factors demonstrated to be in the best interests of the Agency (10 points).

The Agency will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. The Agency will make the award(s) that is in the best interest of the Agency.

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The Agency reserves the right to:

- a. Not select any of the Qualification Statements; and
- b. Award a contract(s) for the requested services at any time within the qualification period. Every Qualification Statement should be valid through this time period.

The Agency shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6

GENERAL TERMS AND CONDITIONS

1. The Agency reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Agency, to accept any item, items or services in the Qualification Statement should it be deemed in the best interest of the Agency to do so.
2. Each Qualification Statement must be signed by the person authorized to do so.
3. Qualification Statements may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Qualification Statements, the Agency assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.
4. In accordance with Affirmative Action Law, P.L. 1975 c. 127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful Respondents must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information reports (form AA-302). Also, during the performance of the contract awarded based upon this RFQ, the Respondent agrees as follows: (a) The Respondent or subcontractor where applicable, will not discriminate against any

employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The Respondent will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause: (b) the Respondent 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, sex or handicap; (c) the Respondent 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's contracting officer advising the labor union or worker's representative of the Respondent's commitments under this act and shall post copies of the notice; (d) the Respondent or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

5. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Agency officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
6. No Respondent shall cause or influence, or attempt to cause or influence, any Agency/City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Respondent or any other person.
7. Should any difference arise between the parties as to the meaning or intent of these instructions or specifications, the decision of the Agency's General Counsel shall be final and conclusive.
8. The Agency shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.

SECTION 7

MISCELLANEOUS REQUIREMENTS

When grants are used to fund work, firms selected and contracted must adhere to all applicable requirements and will be subject to the terms and conditions of the cooperative

agreement(s) and other grant agreements as applicable between the Agency and the funding agency/grantor. These requirements may include, but are not limited to:

1. The contract will be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition.
2. The contract is subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub Part O).
3. The contract will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for contractors to follow related to areas such as the Davis Bacon Act and utilization of Disadvantaged Business Enterprise (DBE).
4. All Respondents must verify that they are not debarred from receiving Federal funds. In addition, the Respondent must ensure that any subcontractors used are not debarred from receiving federal funds. The Qualification Statement submission shall contain a completed verification form included as included in the attachments certifying that the Respondent is not debarred from receiving Federal funds. This certification shall be contained on the respondent's letterhead and executed by an individual with the authority to do so.

While evaluating the Qualification Statements, the Agency will consult the most current "List of Parties Excluded from Federal Procurement or Non-procurement Programs" to ensure that the Respondents submitting Qualification Statements are not prohibited from participation in assistance programs. The Agency will comply with the requirements regarding sub awards to debarred and suspended parties described in 40 CFR 31.35 or 40 CFR 30.13.

END OF GENERAL INSTRUCTIONS

Jersey City Redevelopment Agency

Request for Qualifications: Professional Engineering Services 2017

RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Letter of Qualification		
B. Letter of Intent		
C. Non-Collusion Affidavit		
D. Public Disclosure Statement		
E. Mandatory Affirmative Action Language		
F. Americans with Disabilities Act		
G. Affirmative Action Compliance Notice		
H. M/WBE Questionnaire		
I. Form AA302 Employee Information Report		
J. Business Registration Certificate		
K. Certification of Compliance with Jersey City Pay-To-Play Ordinance 08-128		
L. Federal Disbarment Certification		
M. Original signature(s) on all required forms.		

LETTER OF QUALIFICATION

**Note: To be typed on Respondent's Letterhead.
No Modifications may be made to this letter.**

[Insert date]

Attn: Benjamin Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, 2nd floor
Jersey City, New Jersey 07302

Dear Mr. Delisle:

The undersigned have reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the Jersey City Redevelopment Agency, dated **[insert date]**, in connection with the Agency's need for professional engineering services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of **(Name of Respondent)**.

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)*

Dated

*If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No Modifications may be made to this letter.

[Insert date]

Attn: Benjamin Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, 2nd floor
Jersey City, New Jersey 07302

Dear Mr. Delisle:

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the Jersey City Redevelopment Agency, dated **[insert date]**, in connection with the Agency's need for professional engineering services.

Name of Respondent HEREBY STATES

1. The Qualification Statement contains accurate, factual and complete information.
2. **(Name of Respondent)** agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the Agency's procurement schedule.
3. **(Name of Respondent)** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **(Name of Respondent)** hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Agency.
5. **(Name of Respondent)** declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. **(Name of Respondent)** acknowledges and agrees that the Agency may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the

Agency shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. **(Name of Respondent)** acknowledges that any contract executed with respect to the provision of professional environmental services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Typed Name of Firm)*

Dated

* If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Intent.

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____ ss:

I certify that I am _____

of the firm of _____

the Respondent making the proposal for Professional Environmental Services, and that I executed the said proposal with full authority so to do; that said Respondent 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 Jersey City Redevelopment Agency relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY _____ OF 20_____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 .

PUBLIC DISCLOSURE STATEMENT

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

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE: _____

TITLE: _____

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

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27** .

The undersigned Respondent certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned Respondent further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said Respondent fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print):_____

Representative's Signature:_____

Name of Company:_____

Tel. No.:_____ **Date:**_____

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

The Respondent and the Jersey City Redevelopment Agency, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful Respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful Respondent shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful Respondent may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful Respondent(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Respondent copy is retained by the Respondent.

The undersigned Respondent certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned Respondent further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____ DATE: _____

PRINT

NAME: _____ TITLE: _____.

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Respondents

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total Agency procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category:

_____ Minority Owned

_____ Minority & Woman Owned

_____ Woman Owned

_____ Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

BUSINESS REGISTRATION LANGUAGE CERTIFICATE

P.L. 2004, c. 57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

"New Jersey Business Registration Requirements"

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

The undersigned Respondent certifies that a copy of the Respondent's Business Registration Certificate is attached and that Respondent shall comply with the terms of N.J.S.A. 52:32-44.

Representative's Name/Title (print): _____

Representative's Signature: _____

Name of Company: _____

Date: _____

FEDERAL DISBARMENT CERTIFICATION

This statement must be reproduced on company letterhead and signed by an authorized representative of the firm.

I, _____ an authorized representative of _____ (company) certify
that _____(company) is not debarred from receiving Federal funds.

(signature)

(print name)

(title)

(date)