

Jersey City Redevelopment Agency

REQUEST FOR QUALIFICATIONS

General Civil Engineering Services

Qualification Term

August 2021 to August 2022

SUBMISSION DEADLINE

11:00 A.M.

July 23, 2021

ADDRESS ALL PROPOSALS TO:

**Maria E. Aguilar-Ambrossi
Paralegal
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305
201-479-5971**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION

Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305

CONTACT PERSON

Maria E. Aguilar-Ambrossi
Paralegal
4 Jackson Square
Jersey City, NJ 07305
201-479-5971

PURPOSE OF REQUEST

The Jersey City Redevelopment Agency (the "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 identify individual(s)/firm(s) who will be available to provide professional services as needed during the qualification term. One or more individuals/firms may be qualified to provide services. If selected, the Board of Commissioners of the Agency will approve a resolution prequalifying the individual(s)/firm(s). Thereafter, the Agency may elect to award contract(s) utilizing vendors from its pre-qualified list during the qualification term.

PERIOD OF QUALIFICATION

August 2021 through August 2022

CONTRACT FORM

If, after being qualified by the governing body of the Agency, an individual/firm is 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 not subject to the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. 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 aforstated 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 July 23, 2021.** Qualification Statements submitted via hand delivery must be delivered to the Agency’s offices on Mondays through Thursdays only, between the hours of 10:00 a.m.–4:00 p.m. Qualification Statements shall be opened in public in the Agency’s Conference Room located at 4 Jackson Square, 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	June 22, 2021
2. Receipt of Qualification Statements	July 23, 2021
3. Completion of Evaluation of Qualification Statements	August 10, 2021
4. Qualifying Firms	August 17, 2021
5. Qualification Term	August 2021-2022

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 that Respondents interview with the Agency.
9. Any and all Qualification Statements not received by the Agency by 11:00 a.m. prevailing time on **July 23, 2021** will 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, but are not limited to, 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 citywide 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/or state licenses to perform activities, to include copies of appropriate license(s) for the lead staff(s) 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 of Respondent's education, experience, qualifications, number of years with the firm and a description of experience with redevelopment projects;
 - b. At least four (4) references who have knowledge of your services, including the name, address and contact information of references; and
 - c. Explanation of how experience relates to the services described in Section 2.

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/or City employees or elected officials of the Agency. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, sibling, 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.

3.4 Indemnification and Insurance Requirements

1. The Selected Respondent shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency and the City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the Agency and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of the Agency and/or the City and/or the Selected Respondent, or its officers, employees, contractors or agents, in the performance of this Agreement. This requirement of the Selected Respondent to indemnify, defend and hold harmless the Agency and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the Agency and/or the City's own alleged acts and/or omissions.
2. This contractual indemnification requirement shall not apply to any claims of professional negligence. However, the Agency and/or the City's right to seek common law indemnification from Selected Respondent or to otherwise pursue any kind of claim arising from or relating to any act or omission by the Selected Respondent shall not be abridged, modified or curtailed in any way.
3. A. Selected Respondent shall procure, purchase and maintain the following insurance during the term of its contract with the Agency. The insurance policies described herein shall be kept in force until submission of final invoices by Selected Respondent for all

Services required hereunder.

i. Commercial General Liability Coverage. Selected Respondent shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of general liability ("CGL") insurance insuring against any and all liability arising out of Selected Respondent's non-professional services for injuries to any person or persons and for loss or damage to the property of any person for not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

ii. Professional Liability Insurance. Selected Respondent shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in the aggregate.

iii. Workers' Compensation Insurance. Selected Respondent shall, at its own cost and expense, obtain and keep in force during the term of the Contract, workers' compensation insurance at amounts equal to the greater of either (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of Selected Respondent with limits of not less than:

\$500,000.00 per accident for bodily injury by accident;

\$500,000.00 policy limit for bodily injury by disease; and

\$500,000.00 per employee for bodily injury by disease.

The Agency does not recognize Selected Respondent as its employee and will not be responsible for any workers' compensation claims filed against Selected Respondent. Selected Respondent shall have no status relative to the Agency other than that of independent contractor.

iv. Automobile Liability Coverage. Selected Respondent shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage of not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit for bodily and property damage liability ("Automobile Liability Coverage").

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

i. The CGL and Automobile Liability Coverage policies obtained by Selected Respondent pursuant to the Contract shall name the Agency and the City as additional insureds and shall list the locations and properties by Tax Block, Tax Lot and address where the Professional Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set

forth on ISO Form CG 20 10 11 85 or its equivalent.

ii. Prior to commencement of any work pursuant to the Contract, Selected Respondent shall provide the Agency with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to the Contract, and in the case of Selected Respondent's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.

iii. The presence of employees of the Agency on the property where the Professional Services will be performed shall not invalidate any term or condition of any of Selected Respondent's policies of insurance required to be purchased and maintained pursuant to the Contract.

iv. The policies required to be purchased and maintained pursuant to the Contract shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by Selected Respondent or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to Selected Respondent and to the Agency.

v. Selected Respondent shall procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under the Contract.

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 July 23, 2021** and must be mailed or hand-delivered. Qualification Statements submitted via hand delivery must be delivered to the Agency's offices on Mondays through Thursdays only, between the hours of 10:00 a.m.—4:00 p.m.

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 person(s) and/or firm(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 by the Agency as to which are the most advantageous, price and other factors considered. The evaluation will consider:

1. Quality, thoroughness, and responsiveness of the Qualification Statement to the submission requirements;
2. Experience in the scope of services identified in Section 2 of this RFQ, especially with regard to redevelopment and urban settings;
3. Knowledge of the Agency, Jersey City, and other pertinent government experience;
4. Price proposal (including billing rate sheet);
5. Staffing, personnel, and the ability to complete assignments in a timely manner and meet project schedules;
6. Other factors demonstrated to be in the best interests of the Agency. The Agency will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. The Agency will prequalify the person(s) and/or firm(s) that are in the best interest of the Agency.

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 mailed or hand delivered 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. 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. A contract may 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 may be 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. A successful Respondent may be required to comply with other applicable regulations. The Agency reserves the right to request additional certifications of the Respondent or Respondent's subcontractors.

END OF GENERAL INSTRUCTIONS

Jersey City Redevelopment Agency

Request for Qualifications:

RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Review
A. Letter of Qualification		
B. Letter of Intent		
C. Non-Collusion Affidavit		
D. Statement of Ownership Disclosure		
E. Mandatory Affirmative Action Language		
F. Americans with Disabilities Act		
G. Affirmative Action Compliance Notice		
H. New Jersey Anti-Discrimination Provisions, <i>N.J.S.A. 10:2-1 et seq.</i>		
I. M/WBE Questionnaire		
J. Form AA302 Employee Information Report		
K. Business Registration Certificate		
L. Certification of Compliance with Jersey City Pay-To-Play Ordinance 08-128		
M. Disclosure of Investment Activities in Iran		
N. Acknowledgement of Receipt of Revisions or Addenda		
O. 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: Maria E. Aguilar-Ambrossi
Paralegal
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305

Dear Ms. Ambrossi:

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 _____.

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: Maria E. Aguilar-Ambrossi
Paralegal
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305

Dear Ms. Ambrossi:

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 _____.

(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 judgement). 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 the Respondent)** acknowledges that any contract executed with respect to the provision of professional planning 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, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

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

_____ the bidder making this Proposal for the bid
entitled _____,
(title of bid proposal) and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the 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 or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

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

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

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

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

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

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

Part IV Certification

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

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, 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, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

TITLE: _____ DATE: _____

SIGNATURE: _____

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

The contractor and the Jersey City Redevelopment Agency, (hereafter the "Agency") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Agency pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Agency in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Agency, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Agency's grievance procedure, the contractor agrees to abide by any decision of the Agency which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Agency, or if the Agency incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

NAME OF COMPANY: _____

NAME OF OFFICIAL: _____

TITLE: _____ DATE: _____

SIGNATURE: _____

**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 bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder 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 vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(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 vendor copy is retained by the vendor.

The undersigned vendor 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. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor 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. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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

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

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

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

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.

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

EMPLOYEE INFORMATION REPORT

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

SECTION A - COMPANY IDENTIFICATION

1. FID NO OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY			
4. COMPANY NAME					
5. STREET	CITY	COUNTY	STATE	ZIP CODE	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT					
10. PUBLIC AGENCY AWARDED CONTRACT					
		CITY	COUNTY	STATE	ZIP CODE
Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

New Jersey Business Registration Requirements

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

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

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

During the course of contract performance:

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

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

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

Emergency Purchases or Contracts

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

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART 1 – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of business entity) has not made any reportable contribution in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed _____

Title: _____

Print Name _____

Date: _____

Subscribed and sworn before me

This ___ day of _____, 20__.

My Commission expires: _____

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

** Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-12 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Disclosure of Investment Activities in Iran

Bidder Name:	
---------------------	--

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Jersey City Redevelopment Agency is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Agency to notify the Agency in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Agency and that the Agency at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

Jersey City Redevelopment Agency

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____