

# **Jersey City Redevelopment Agency**

## **REQUEST FOR QUALIFICATIONS**

### **PROFESSIONAL ENVIRONMENTAL SERVICES**

#### **Qualification Term**

**October 2023 to October 2024**

#### **EPA Brownfield Grant Funds**

**Hazardous Discharge Site Remediation Grant Funds**

**and Other Funded Work**

## **SUBMISSION DEADLINE**

**11:00 A.M.**

**OCTOBER 3, 2023**

#### **ADDRESS ALL PROPOSALS TO:**

**Yvette Sanchez  
Assistant Project Manager  
Jersey City Redevelopment Agency  
4 Jackson Square  
Jersey City, New Jersey 07305  
201-761-0826**

## **GENERAL INFORMATION & SUMMARY**

### **ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION**

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

#### **CONTACT PERSON**

Yvette Sanchez  
Jersey City Redevelopment Agency  
4 Jackson Square  
Jersey City, NJ 07305  
201-761-0826

#### **PURPOSE OF REQUEST**

The Jersey City Redevelopment Agency (“Agency”) is requesting qualification statements from qualified individuals and firms to identify Licensed Site Remediation Professional(s) who are qualified provide Professional Environmental 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 individuals/firms who will be available to provide professional services as needed during the qualification term. One or more individuals/firms may be selected to provide services. If selected, the Board of Commissioners of the Agency will approve a resolution pre-qualifying the individual(s)/firm(s). Thereafter, the Agency may elect to award contracts utilizing vendors from its pre-qualified list during the qualification term.

#### **PERIOD OF QUALIFICATION**

September 2023 through September 2024

#### **CONTRACT FORM**

If, after being qualified by the governing body of the Agency, an individual/firm is selected to provide services, such 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 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 qualifications 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 criteria stated herein.

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 October 3, 2023.** 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**

<b>ACTIVITY</b>	<b>DATE</b>
1. Issuance of Request for Qualifications	September 1, 2023
2. Receipt of Qualification Statements	October 3, 2023
3. Completion of Evaluation of Qualification Statements	October 5, 2023
4. Qualifying Firms	October 17, 2023
5. Qualification Term	October 2023– October 2024

**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 interview with the Agency.
9. Any and all Qualification Statements not received by the Agency **by 11:00 a.m. prevailing time on October 3, 2023** 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**

### **2.1 General Scope of Services**

It is the intent of the Agency to solicit Qualification Statements from Respondents that have expertise in the provision of professional environmental services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services. The Successful Respondent(s) will provide the Agency with professional environmental services in connection with, but not necessarily limited to, the scope described below.

### **2.2. Description of Services**

The Agency has secured multiple U.S. Environmental Protection Agency (“EPA”) grants to help fund the Agency’s Environmental Brownfields Program. In addition, the Agency secures State Hazardous Discharge Site Investigation Fund (“HDSRF”) grants as well as other funding for investigation and remediation activities associated with its Brownfields Program. This program involves conducting environmental investigations, remediation



planning, possible remediation, and other related activities in order to pursue the redevelopment of brownfield sites within the City of Jersey City. Specific activities could include: Phase I, II, III investigations and reporting, geophysical surveys, monitoring well installations and sampling, underground tank removals, GIS mapping services, project management, and other related tasks necessary to support the Agency's brownfield redevelopment efforts and activities. The Agency anticipates that it will retain a Licensed Site Remediation Professionals ("LSRP") to provide many of the services described herein.

The scope of services will be determined on an as-needed, site-specific basis. The selected Respondent(s) may be required to prepare a brief scope of work and cost estimate for each project at no additional charge. The selected Respondent(s) will be expected to prepare a draft and final reports detailing sampling procedures, testing protocols, results and conclusions and any recommendations. Prior to sampling, Work Plans, Health and Safety Plans, and Quality Control/Quality Assurance Plans will be prepared by the selected Respondent(s) for each site(s), if required.

Respondents must be familiar with the programs, rules, and regulations of the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection as they pertain to the scope of services described herein. Specifically, consultants must be thoroughly familiar with the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Brownfield and Contaminated Site Remediation Act N.J.S.A. 58:10B-1 et seq., and the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.

### **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 appropriate license(s) for the lead staff(s) proposed for the work.
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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 their experience with redevelopment projects;
  - b) Explanation of how experience relates to the services described in Section 2; and
  - c) Name, address and contact information of at least four (4) references who have knowledge of such services.
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 Successful Respondent shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency, the City and the EPA, 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 Successful Respondent, or its officers, employees, contractors or agents, in the performance of this Agreement. This requirement of the Successful Respondent to indemnify, defend and hold harmless the 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. This requirement of the Successful Respondent to indemnify, defend and hold harmless the Agency and/or the City shall apply in the case of damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
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 Successful Respondent or to otherwise pursue any kind of claim arising from or relating to any act or omission by the Successful Respondent shall not be abridged, modified or curtailed in any way.
3. A. Successful 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 Successful Respondent for all Services required hereunder.

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

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

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

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

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

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

iv. **Automobile Liability Coverage.** Successful Respondent shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage 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 Successful 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, Successful 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 Successful 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 Successful 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 Successful Respondent or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to Successful Respondent and to the Agency.

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

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#### SECTION 4 INSTRUCTIONS TO RESPONDENTS

##### **4.1. Submission of Qualification Statements**

Respondents must submit an original and one (1) 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 October 3, 2023** 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. 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 persons and/or firms 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; and
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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 persons and/or firms 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. A 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. A 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.
4. A Successful Respondent may be required to comply with other applicable regulations. The Agency reserves the right to request certification that the Respondent or Respondent's subcontractors are not disbarred from receiving federal funds. The Agency reserves the right to request other document deemed necessary or desirable in order to accept state or federal funds.

**END OF GENERAL INSTRUCTIONS**



**BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS****New Jersey Business Registration Requirements**

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

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

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

During the course of contract performance:

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

**POLITICAL CONTRIBUTION DISCLOSURE FORM**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>1</sup>
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)]

The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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N.J.S.A. 19:44A-3(s): "The term 'legislative leadership committee' means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

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Signature

Printed Name

Title

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## *Part II – Contribution Disclosure*

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.







**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

BID SOLICITATION #: \_\_\_\_\_

VENDOR/ BIDDER: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**  
**AND THEN THIS CERTIFICATION MUST BE SIGNED BELOW**

Pursuant to Public Law 2012, c. 25, any person or entity that enters into or renews 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 website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. 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.

**PLEASE 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 Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25"). 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 and sign and complete the Certification below. Failure to provide such will result in proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.



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**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

**You must provide a detailed, accurate and precise description of the Bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: \_\_\_\_\_ Relationship to Vendor/Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Jersey City Redevelopment Agency and that the Agency at its option may declare any contract(s) resulting from this certification void and unenforceable.**

**FULL NAME (PRINT):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**END OF GENERAL INSTRUCTIONS**

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