

Jersey City Redevelopment Agency

FAIR AND OPEN REQUEST FOR QUALIFICATIONS/PROPOSALS

Civil Engineering Services

Bayfront Redevelopment Area

Qualification Term

August 2025 to August 2026

SUBMISSION DEADLINE

August 14, 2025

11:00 A.M. EST

ADDRESS ALL RESPONSES:

Victoria Bonners, Project Representative
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305
201-761-0822

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING RESPONSES:

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

CONTACT PERSON:

Victoria Bonners, Project Representative
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305

PURPOSE OF REQUEST:

The Jersey City Redevelopment Agency (the "**Agency**") is requesting proposals from qualified individuals and firms to provide Civil Engineering Services for the Bayfront Redevelopment Area as described in Section 2.2 herein (the "**Engineering Services**"). Responses will be evaluated in accordance with the criteria set forth in this Request for Qualifications/Proposal (the "**RFQ/P/P**"). Using this RFQ/P, 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 2025 through August 2026.

CONTRACT FORM:

If, after being selected by the governing body of the Agency, an individual/firm is selected to provide the Engineering Services, such Selected 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/P:

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

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

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

"Response"- refers to the complete responses to this RFQ/P submitted by the Respondents.

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

"Selected Respondent" - refers to the Respondent who, in the sole judgment of the Agency, is selected to execute a contract and perform the Engineering Services.

SECTION 1
INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose

The Agency is soliciting Responses from interested persons and/or firms for the provision of Engineering Services, as more particularly described herein. Through an RFQ/P process described herein, persons and/or firms interested in assisting the Agency with the provision of such services must prepare and submit a Response in accordance with the procedure and schedule in this RFQ/P. The Agency will review Responses only from those persons and/or firms that submit a Response 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. Qualification Process and Schedule

The selection of Selected Respondent 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 Selected Respondent is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4, et seq. The Agency has structured a qualification 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 Response in response to the RFQ/P. Responses will be evaluated in accordance with the criteria set forth in this RFQ/P, which will be applied in the same manner to each Response received.

Responses will be reviewed and evaluated by the Agency's executive staff. The Responses will be reviewed to determine if the Respondent has met the minimum professional, administrative, and financial qualifications described in this RFQ/P. Based upon the totality of the information contained in the Response, 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/P process commences with the issuance of this RFQ/P. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Schedule. The Agency reserves the right to, among other things, amend, modify, or alter the Schedule upon notice to all potential Respondents who have received a copy of this RFQ/P.

All communications concerning this RFQ/P or the RFQ/P process shall be directed to the Agency's Project Representative, in writing. Responses must be submitted to, and be received by, the Agency via mail or hand delivery by **11:00 a.m. EST on August 14, 2025**. Responses 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.

Subsequent to issuance of this RFQ/P, the Agency (through the issuance of addenda to all persons and/or firms that have received a copy of the RFQ/P) may modify, supplement or amend the provisions of this RFQ/P 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
SCHEDULE

	<u>ACTIVITY</u>	<u>DATE</u>
1.	Issuance of Request for RFQ/P	August 1, 2025
2.	Receipt of Responses	August 14, 2025
3.	Completion of Evaluation of Responses	August 18, 2025
4.	Award of Contract for Engineering Services	August 18, 2025
5.	Term	August 2025 – August 2026

1.3 Conditions Applicable to RFQ/P

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

1. All costs incurred by the Respondent in connection with responding to this RFQ/P shall be borne solely by the Respondent.
2. The Agency reserves the right, in its sole judgment, to reject any and all responses and components thereof.
3. The Agency reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFQ/P, or a Response that is not responsive to the requirements of this RFQ/P.
4. The Agency reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ/P, or otherwise request additional information.
5. All Responses shall become the property of the Agency and will not be returned.
6. The Agency may request that Respondents interview with the Agency.

7. Any and all Responses not received by the Agency by 11:00 a.m. EST on August 14, 2025 will be rejected.
8. 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 Response, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Response or for participating in this qualification 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/P and the qualification process in accordance with the provisions of applicable law:

1. To determine that any Response received complies or fails to comply with the terms of this RFQ/P.
2. To supplement, amend or otherwise modify the RFQ/P through issuance of addenda to all prospective Respondents who have received a copy of this RFQ/P.
3. To waive any technical non-conformance with the terms of this RFQ/P.
4. To change or alter the schedule for any events called for in this RFQ/P upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ/P.
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 Response and to request additional information to support the information included in any Response.
6. To suspend or terminate the qualification process described in this RFQ/P at any time, in its sole discretion. If terminated, the Agency may determine to commence a new qualification 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 process described in this RFQ/P.

1.5 Addenda or Amendments to RFQ/P

During the period provided for the preparation of responses to the RFQ/P, 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/P. All responses to the RFQ/P shall be prepared with full consideration of the addenda issued prior to the Response submission date.

1.6 Cost of Response Preparation

Each Response and all information required to be submitted pursuant to the RFQ/P 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 Response or other information required by the RFQ/P.

1.7 Response Format

Responses must cover all information requested in this RFQ/P. Responses which in the judgment of the Agency fail to meet the requirements of the RFQ/P 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 Responses from Respondents that have expertise in the provision of the Engineering Services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

2.2. Description of Services

Selected Respondent shall have the capability, licensure and capacity to perform civil engineering, surveying, landscape architecture, geotechnical engineering, environmental engineering, and permitting.

Engineering Services for the Bayfront Redevelopment Area Project to be provided may include, but are not limited to, the following:

- Design of infrastructure to support mixed-use redevelopment, including roadways, utilities, streetscapes, waterfront and open space improvements.
- Preparation and permitting of traffic control plans, including NJDOT Highway Access permitting.
- Coordination with the Jersey City Municipal Utilities Authority for water, sewer and stormwater improvements.
- NJDEP, USACE and Hudson-Essex-Passaic Soil Conservation District and USACE permitting of regulated improvements.
- Procurement assistance.
- Construction administration, including full-time inspection of work.
- Coordination of design and construction with known contaminated soils and groundwater, including design and protection of engineering controls and remedial action permit compliance.
- Monitoring of contractors' regulatory compliance.

(Collectively, the “**Engineering Services**”).

Experience with Jersey City Redevelopment projects, including specific experience with projects similar in nature and scope to the Bayfront Redevelopment Project, will be considered favorably.

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements

The Response 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 Response. 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 Response, 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 Response.
2. Name, address, and telephone number of the Respondent submitting a Response pursuant to this RFQ/P, 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/P.

3.3 Professional Information Requirements

1. Respondent shall submit a description of its overall experience in providing the Engineering Services sought in the RFQ/P. At a minimum, the following information on past experience should be included as appropriate to this RFQ/P:
 - a. Description of Respondent's principals' and key employees' 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 Respondent's 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.
- 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. 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").

4. 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 Responses

Respondents must submit an original and one (1) electronic copy (PDF) copy of their Response to the Project Representative.

Responses must be received by the Agency **no later than 11:00 a.m. EST on August 14, 2025** and must be mailed or hand-delivered. Responses 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, Responses must provide all requested information and must be in strict conformance with the instructions set forth herein. Responses 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 provided herein as Exhibit 12 and all of the required Submission Forms provided below, in their entirety, and notarized where required.

SECTION 5 **EVALUATION**

The Agency's objective in soliciting Responses 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 Responses 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/P.

Responses 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 Response to the submission requirements;
2. Experience in the scope of services identified in Section 2 of this RFQ/P;
3. Knowledge of the Agency, Jersey City, and other similar 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
6. Other factors demonstrated to be in the best interests of the Agency.

The Agency will select the most advantageous Responses based on all of the evaluation factors set forth in this RFQ/P. 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 Responses; and
- b. Award a contract(s) for the requested services at any time within the qualification period. Every Response 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 Responses, if necessary, or to waive any informalities in the Responses, and, unless otherwise specified by the Agency, to accept any item, items or services in the Response should it be deemed in the best interest of the Agency to do so.
2. Each Response must be signed by the person authorized to do so.
3. Responses may be mailed or hand delivered consistent with the provisions of the legal notice to Respondents. In the case of mailed Responses, the Agency assumes no responsibility for Responses received after the designated date and time and will return late Responses unopened. Responses 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, Selected Respondent 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/P, 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 providing its response to this RFQ/P.

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 0).

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.
4. 4. A Selected 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

SUBMISSION FORMS

EXHIBIT 1

Attach Response

EXHIBIT 2

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: SS.

COUNTY OF _____ :

I, _____ of _____ (Affiant's Town, City, City or Municipality)
Name of Affiant
in the County of _____ (Affiant's County) and the State of _____ (Affiant's State), of full age,

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

I am _____ of the firm of _____
Affiant's Title in Submitting Company (Name of Submitting Professional Service Entity)

(Address of Submitting Firm.)

the Professional Service Entity making the submission to provide professional services as

_____ to
(Professional Service / Title / Contract Being Applied For)

the _____ (the "Client/Owner")
Name of Municipal or Public Entity to which you are applying)

that I executed the enclosed documents and submissions with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the submission to be awarded a contract to provide such above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Client/Owner has and will rely upon the truth of the statements contained in said submission and in the statements contained in this affidavit both in considering and making any awarding of a contract for said professional service.

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 established commercial or

selling agencies maintained by _____.

(Name of Submitting Professional Service Entity)

Subscribed and sworn to before me

This _____ day of _____, 20__

Notary Public, State of _____

(Signature of Professional)

My Commission expires _____

(Type or Print name of affiant and Title, under signature)

EXHIBIT 3
OWNERSHIP DISCLOSURE FORM

RESPONDENT NAME:

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE CITY OF JERSEY CITY ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. The Respondent is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Respondent is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Respondent is a corporation, partnership, or limited liability company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right;">STATE ZIP</div>	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right;">STATE ZIP</div>
NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right;">STATE ZIP</div>	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right;">STATE ZIP</div>

4. For each of the corporations, partnerships, or limited liability companies identified above, are **YES**
NO
there any individuals, partners, members, stockholders, corporations, partnerships, or limited
liability companies owning a 10% or greater interest of those listed business entities? ☐ ☐

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right;">STATE ZIP</div>	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right;">STATE ZIP</div>
NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right;">STATE ZIP</div>	NAME _____ ADDRESS _____ ADDRESS _____ CITY _____ <div style="text-align: right;">STATE ZIP</div>

5. As an alternative to completing this form, a Respondent with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* *Attach additional sheets if necessary*

EXHIBIT 4

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

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

Trading As: _____ Telephone No.: _____

***** If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

***** If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

EXHIBIT 5

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

EXHIBIT 6

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE

(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

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

The successful professional service entity shall submit to the City of Jersey City, 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 vendor 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. 17:27-1.1 et seq.;

OR

- c. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the City of Jersey City to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the City of Jersey City during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the City of Jersey City, and the gold *Vendor* copy is retained by the professional service entity.

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

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

RESPONDENT: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

EXHIBIT 7

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

The Selected Respondent (hereafter the "Contractor") and the City of Jersey City, (hereafter the "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *§12101 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 City 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 City in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature 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 City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

RESPONDENT: _____ SIGNATURE: _____

DATE: _____ TITLE: _____

EXHIBIT 8



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP	_____

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP	_____

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP	_____

NAME	_____
TITLE	_____
ADDRESS	_____
ADDRESS	_____
CITY	_____
STATE	_____
ZIP	_____

**Attach Additional Sheets If Necessary.*

PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government?
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME	_____
CONTACT NAME	_____
CASE CAPTION	_____
INCEPTION OF THE INVESTIGATION	_____
SUMMARY OF INVESTIGATION	_____
PHONE NUMBER	_____
CURRENT STATUS	_____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

EXHIBIT 9

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	
-------------------------	--

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

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 City of Jersey City is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City 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. 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 City of Jersey City and that the City of Jersey City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title		
Signature			Date	

EXHIBIT 10

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>REFERENCE NUMBER OR TITLE OF ADDENDUM OR REVISION</u>	<u>Date Received</u>

☐ **No addenda were received.**

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

EXHIBIT 11

Attach copy of Respondent's Business Registration Certificate as issued by the State of New Jersey Department of Treasury.

EXHIBIT 12
BID DOCUMENT SUBMISSION CHECKLIST

REQUIRED DOCUMENT

INITIAL

Response for the Engineering Services (Exhibit 1)	_____
Non-Collusion Affidavit (Exhibit 2)	_____
Ownership Disclosure Form (Exhibit 3)	_____
Professional Service Entity Information Form (Exhibit 4)	_____
Mandatory Equal Employment Opportunity Language-Goods, General Services, and Professional Services Contracts (Exhibit 5)	_____
Americans with Disabilities Act Notice (Exhibit 6)	_____
Disclosure of Investigations and Other Actions Involving the Vendor (Exhibit 7)	_____
Prohibited Russia-Belarus Activities and Iran Investment Activities Certification (Exhibit 8)*	_____
Acknowledgement of Receipt of Addenda (Exhibit 9)	_____
This Bid Document Submission Checklist (Exhibit 10)	_____
Copy of Respondent's Business Registration Certificate as issued by the State of New Jersey Department of Treasury (Exhibit 11)*	_____

PLEASE NOTE:

* Submission of the NJ Business Registration Certificate (“**BRC**”) and the Prohibited Russia-Belarus Activities and Iran Investment Activities Certification (“**Russia/Belarus and Iran Disclosure Form**”) are not required at time of submission for the Respondent or for any subcontractors. However, the City is requesting that the Respondent submit these documents with its Response. If the BRC or Russia/Belarus and Iran Disclosure Form are not included with the Response, they must be submitted prior to the contract award.

Signed: _____

Name/ Title: _____

Company: _____

Date: _____