



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS**

Reservoir No. 3 Historic Preservation Plan
Project # 2007-031

SUBMISSION DEADLINE
11:00 AM
24 February 2009

ADDRESS ALL PROPOSALS TO:

Glenn A. Wrigley, AIA, Chief Architect
Division of Architecture
City of Jersey City
575 Route 440
Jersey City, New Jersey 07305

A. INTRODUCTION

The City of Jersey City - Division of Architecture is seeking lump-sum Proposals (RFP) for the Professional Services of a Historic Preservation Architect Consultant and Site/Civil sub-consultants to prepare a Historic Preservation Plan / Historic Structures Report, and other work as outlined below, for a planned historic preservation of the property known as Reservoir No. 3 in Jersey City. This project is being funded in part by a grant provided by the Hudson County Open Space Trust Fund, as well as the City's Capital Improvement Program. Consultants responding to this RFP are advised that proposals are prepared at its own cost and expense. Consultants will be required to comply with all laws against discrimination, and with Affirmative Action rules. Consultants responding to this RFP are advised that all Proposals received carry a validity period of sixty (60) days from date of submission. Accordingly, all Proposals received may not be withdrawn for a period of sixty (60) calendar days without written consent of the City of Jersey City.

B. OVERVIEW AND OBJECTIVES

Reservoir No. 3 occupies a 13.13 acre city block in the Heights section of Jersey City. It is bound by Summit Avenue, Pershing Plaza, Central Avenue, and Jefferson Avenue. The Reservoir is a structure with exterior retaining walls composed of earthen berms and puddle clay, with an exterior facing of random ashlar stone and masonry copings. The walls range in height from about 8 to 20 feet above grade. The site is surrounded by dense urban development, and many buildings in the immediate area were constructed in the late 19th century. Reservoir No. 3 has not been used for many decades, and the interior has slowly been reclaimed by nature. Within the Reservoir interior are three buildings directly related to its former operation.

Over the years, the site has attained a standing in the community as a natural preserve, as well as a site which contains an important part of Jersey City's industrial heritage. The Jersey City Reservoir Preservation Alliance (RPA) has labored for many years to convince state and local authorities to consider the important historic and natural value of the site, which has been recognized by the State Historic Preservation Office (SHPO) as a site worthy of official designation. The site also likely contains wetlands, per an informal review by the New Jersey Department of Environmental Protection (NJDEP), and the City has entered into a Contract with a Site/Civil Consultant to provide base and topographic mapping, and to obtain a Letter of Interpretation from the NJDEP. The Civil/Site Consultant will also attempt to determine the origin and nature of any fill material deposited in the Reservoir in recent history.

The intent is to preserve the character-defining elements of this historic resource while recognizing that ecologically natural succession will continue to take place throughout the site. Implicit in honoring the natural succession and environmental aspects within and around the disused structures should be an acknowledgment that this natural evolution provides much of the charm and public appeal to Reservoir #3. Therefore, analysis-design should yield a final plan that maximizes safe public enjoyment, as well as one that supports and helps sustain the regional flora and the local and migratory fauna. In other words, preservation and maintenance of the natural environment are as crucial to the development as are historical considerations. The introduction of appropriate accessory features, such as a boardwalk, informal paths, blinds, signage, etc. is encouraged as is the adaptive and aesthetic reuse of buildings, hydraulic equipment, and other essential components that might enhance public enjoyment and access, while continuing to respect historical and environmental aspects.

C. SCOPE OF BASIC PROFESSIONAL SERVICES

The scope of professional services will include but not be limited to the following:

Historic Preservation Plan: The City's consultant shall prepare a Needs Assessment Study and Historic Preservation Plan/Historic Structures Report generally consistent with the Historic Preservation Offices' *Historic Structure Reports & Preservation Plans, A Preparation Guide*. It shall also be in accordance with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties with Guidelines for Preservation, Rehabilitation, Restoration, and Reconstructing Historic Buildings. The Needs Assessment and Historic Preservation Plan must:

1. Identify, describe and evaluate:
 - a. Historic and architectural significance and integrity
 - b. Local setting and context
 - c. History and evolution of the property
 - d. Exterior and interior conditions

2. Recommend necessary improvements and establish priorities for the immediate and necessary repairs to the site, retaining walls, and buildings, in a multi-phase process as outlined, for its conversion to a historic cultural resource:
 - a. Summarize applicable materials analysis
 - b. Evaluate structural integrity of the retaining walls and buildings
 - c. Evaluate code compliance
 - d. Establish a prioritized scope of repairs for immediate, near-term, mid-term and long-term intervention.
 - e. Establish a preliminary budget for recommended scope of repairs and for phased construction.

The Reservoir No. 3 Needs Assessment and Historic Preservation Plan/Historic Structures Report will be an illustrated document, not less than forty (40) pages in length supplemented with at least twenty (20) photographs and schematic drawings. The document shall be a bound 8.5" x 11" report, with the following outline:

1. Executive Summary
2. Introduction
3. Architectural and Site Description
4. Assessment of Existing Conditions
5. Assessment of Code Compliance
6. Preservation Recommendations
7. Project Budget
8. Appendices
 - a. Illustrations
 - b. Materials Analysis Reports
 - c. Applicable Engineering Reports
 - d. Construction Cost Estimate
 - e. Bibliography and Sources

The consultant shall note and acknowledge that if the proposed project requires an individual freshwater wetlands permit or other permits that require cultural resource compliance, this site will require additional surveys according to the guidelines published by the NJDEP-HPO. In addition, since this project will ultimately be publicly funded, the site may be subject to state environmental laws mandating cultural resource investigations as a means of gauging potential or previously identified sensitivities. The consultant may present these as an additional fee separate from their Lump Sum Proposal.

The consultant shall prepare architectural as built drawings showing existing conditions. The documents shall be CAD generated electronic files consisting of site plans, floor plans, elevations, sections and 3D modeling with animation capabilities for fly-over and walk-through movies. From these documents, improvements shall be proposed and included as part of the report. The consultant shall expand upon the initial project schedule prepared as part of the proposal. The consultant shall prepare eight original copies of the final report, but shall also provide a limited number (2 or 3) draft copies of the report for interim review.

Special Note: The City of Jersey City wishes to emphasize to the primary consultant (Historic Preservation Architect) the importance of the inclusion of Structural/Site/Civil sub-consultants whom have demonstrated proven experience in the analysis and design of historic sites and structures. This should be organized as a TEAM effort, with professionals that can offer the same level of care and sensitivity towards projects of this magnitude.

State and National Register Nomination: Concurrent with the preparation of the Needs Assessment Study and the Historic Preservation Plan/Historic Structures Report, the City's consultant shall prepare a National Register of Historic Places Nomination, nominating the Reservoir No. 3 Site to the State and National Registers of Historic Places.

The consultant shall be responsible for the submission of the completed nomination to the New Jersey State Historic Preservation Office, any revisions required by the SHPO, as well as presentation to the State Review Board. Available resources regarding the history of the site are located in, but are not limited to, the Jersey City Public Library, New Jersey Room, the Jersey City Tax Assessor's Office, and the New Jersey State Archives. The majority of these resources has been reproduced and is available from the Reservoir Preservation Alliance (RPA), as well as the Jersey City Division of Planning. The RPA, the staff of the Division of City Planning and the City's Historic Preservation Officer shall be available for consultation.

1. The Consultant will assemble and review all existing architectural and historical information available on the historic resource.
2. The Consultant will conduct all historical research required for the documentation of historical significance and description of the resource for the nomination (Section 7 and Section 8 of the National Register Nomination).
3. The Consultant will prepare the National Register Nomination Form for the Reservoir No. 3 Site. The nomination shall be completed according to the standards of the National Park Service's Bulletin 16A and with the New Jersey State Historic Preservation Office's (NJSHPO's) guidance. Special attention must be taken so the submitted nomination conforms to the NJSHPO's Preparer's Checklist for National Register Nominations. A draft of the report must be submitted to the attention of the City's Historic Preservation Specialist, for review, prior to final submission. Drafts shall also be sent to both the Division of Architecture and the RPA, for review and comment.
4. The final version of the nomination shall be completed and submitted to the NJSHPO for presentation to the State Review Board within 120 days of the executed agreement between the City and the contractor for these services. Three copies of the final version of the nomination shall be filed with City Offices: One copy of the final version of the nomination shall be sent to the Jersey City Division of Architecture: attention Glenn A. Wrigley, AIA, one copy shall be sent to the RPA, one copy shall be sent to the Division of City Planning: attention Dan Wrieden, and one copy shall be sent for filing in the Jersey City Public Library, New Jersey Room: attention Cynthia Harris.
5. Presentation of the nomination before the State Review Board shall be the responsibility of the consultant.

D. PHASES OF WORK (as applicable)

1. PRE-DESIGN

In the pre-design stage, the consultant shall expand upon the information developed in the Preservation Report pertaining to the project program and budget. A maximum of four pre-design meetings with representatives of the City will be required to fine-tune the program requirements.

a. Project Development Scheduling

- Review and update the project schedule for: decision making by the City, site analysis services, and schematic design services.

b. Programming

- Establish design objectives, goals, limitations and criteria based on accepted recommendations developed in the Preservation Report.
- The Preservation Report, land survey, and written program will establish the basic program requirements for this project. Fine-tuning of these requirements will be accomplished by meeting with representatives of the City/end users.
- Uncover and test concepts as they relate to the facts.
- Determine needs as they relate to space, intended use and budget.

c. Project Budgeting

- Prepare preliminary construction cost estimates by applying unit cost data to elements of work.
- Prepare estimates of related costs including but not limited to site development, landscaping, utilities, restorations, and equipment.

2. SITE ANALYSIS:

In the site analysis stage, the consultant shall establish site-related limitations and requirements. Some of the described services will be provided during the pre-design activities, others during later stages of the project development. Grouping herein is for convenience to identify the site analysis services required under this contract.

a. Site Analysis

- On site investigations of site.

- On site movement systems, traffic and parking studies, etc.
- Topography analysis.
- Analysis of zoning and other legal restrictions.
- Overall site analysis and evaluation.

b. Site Development Planning

Once the preliminary site analysis and survey are complete, the following tasks shall be further developed:

- Land utilization.
- Structures placement.
- Facilities development.
- Development phasing based on budget constraints.
- Movement systems, circulation and parking.
- Utility systems.
- Surface and subsurface conditions, as can be determined.
- Ecological requirements.
- Zoning and other legal restrictions.
- Landscape concepts and forms.
- Use of natural or landscape features to achieve exterior security.

c. Detailed Site Utilization Studies

- Land utilization.
- Structures placement.
- Facilities development.
- Development phasing, if applicable due to budget constraints.
- Movement systems, circulation and parking.
- Utility systems.
- Surface and subsurface conditions.
- Review of soil report.
- Vegetation
- Slope analysis
- Ecological studies.
- Zoning forms and materials.
- Landscape forms and materials.
- Use of natural or landscape features to achieve exterior security.

d. On-Site Utility Studies

- Electrical service and distribution.
- Gas service and distribution.
- Water supply and distribution.
- Site drainage including storm water collection and disposal.
- Sanitary sewer collection and disposal.
- Site illumination.
- Communication services and distribution.

3. SCHEMATIC DESIGN:

In the schematic design stage, the consultant shall prepare alternative Schematic Design solutions consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the City. Designs will be conceptual in character and based upon the written and final program developed in the pre-design phase. The schematic design phase will evaluate alternative design solutions, alternative methods of engineering and architectural concepts. Designs shall comply with all Federal, State, and local laws, codes, ordinances and regulations.

a. Architectural

- Conceptual site and building restoration plans.
- Preliminary sections and elevations of proposed improvements

- Preliminary selection of building systems and materials.
- Computer generated perspective sketches.

b. Structural

- Analysis and development of conceptual design solutions for structural replacement/repairs.

c. Mechanical

- Consideration of alternative materials, systems and equipment. Analysis and development of conceptual design solutions for:
 1. Energy sources
 2. Heating and ventilating
 3. Air conditioning
 4. Plumbing
 5. Fire protection
 6. Special mechanical systems and needs
 7. General space requirements

d. Electrical

- Consideration of alternative systems and equipment regarding basic electrical materials. Analysis and development of conceptual design solutions for:
 1. Lighting both building and site. (Accent lighting of the building's exterior shall be provided)
 2. Telecommunications, Voice and data lines
 3. Fire detection and alarms.
 4. Security systems.
 5. Power service and distribution.

e. Civil

- Consideration of alternative materials and development of concept design solutions for on and off-site utility and drainage systems including paving, building entrance paths and associated grading.

f. Landscape Design

- Development of conceptual design solutions for landforms, lawns and plantings areas based on program and zoning requirements, physical site characteristics, design objectives, environmental and security issues.

During the schematic design phase, update previously established project schedules for decision-making, including projections for design development, construction documents, and bidding and construction phases. Provide at this time a probable construction cost estimate for the project based on the schematic designs along with all appropriate contingencies.

E. RFP WRITTEN SUBMISSION GUIDELINES

All RFP responses will be evaluated using a two tiered methodology which includes a written response (i.e.; Your RFP Response), and for selected finalists, an oral presentation to the Evaluation Committee.

To facilitate a timely and comprehensive evaluation of all submitted Proposals, all consultants are asked to adhere to a **standard sectional format** below that addresses the following items. This standard format ensures that clear, concise, and complete statements are obtained from each Consultant responding to this RFP. The City of Jersey City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains unclear or conflicting information, the City of Jersey City, at its option, may either request clarification, or may consider the information unresponsive.

The exact presentation (graphics, etc.) and layout of Proposal is up to the discretion of the Consultant, however, Consultants are asked to provide 6 bound copies of your Proposal, addressing the following:

Title Page
Table of Contents
Executive Summary

Background
Scope of Work Overview
Project Approach (Scope of Work)
Project Organization
Organizational Flowchart & Resumes
Key Personnel & Staffing
Key Dates & Deliverables
Owner (City of Jersey City) Responsibilities
Assumptions & Qualifications
Fees & Fee Structure
References
Appendices & Other

The information requested in the **standard sectional format** is defined below:

1. **Title Page:** Identifying the Project, the Consulting Firm, primary contact name, address, telephone & fax numbers, and e-mail address.
2. **Table of Contents:** Listing the titles and page numbers of each major topic contained in the Proposal
3. **Executive Summary:** This section should be used to provide a summary of the key points or highlights you wish to emphasize in your Proposal. Similar in function to a cover letter, it is an opportunity to illustrate why you think your firm is best suited for this project.
4. **Background:** This section should be used to briefly outline the history of your firm, how your project experience is analogous to the requirements of this Proposal. You may wish to cite specific projects you are working on, have worked on in the past.
5. **Scope of Work Overview:** Discuss briefly your understanding of the Scope of Work as presented in this RFP. If you have any suggestions for modifications to the Scope of Work, or if you have any concerns as to the content, you should use this section to state as such.
6. **Project Approach (Scope of Work):** This section is both a general discussion of the approach the Consultant is proposing, and a technical response to the Scope of Work as published in this RFP (with modifications as suggested from your overview, if applicable). Describe each of the proposed phases, and detail what you intend to accomplish within each phase. Reference what you intend to deliver. You may use the Scope of Work in this RFP as a guide in crafting this section. This section should be used as an opportunity to be creative, and illustrate how you can accomplish this project.
7. **Project Organization:** This section should detail the organizational structure you believe necessary to accomplish each phase of the project within the desired time frame and budget. Illustrate interfacing with the Division of Architecture, and illustrate how communication with the Owner will be conducted to ensure progress, manage the flow of information, and pro-actively address problems. You can supply organizational flowcharts, if you wish, but they must fit within the bound proposal (either on 8-1/2 x 11, or an 11 x 17 fold-out).
8. **Organizational Flowchart & Resumes:** What we don't want is a resume of every single person that may be involved. This section should present the resumes of **only** key personnel involved in producing the work product. Try to limit this to those significant individuals named on the organizational flowchart. Resumes should be descriptive, but should be limited to one (1) page maximum per individual.
9. **Key Personnel & Staffing:** This is an essential companion to Section 8 above, and should be a brief description of the project team members, stating exactly what role each key personnel member will assume in this project. Key sub-consultant team members should also be listed.
10. **Key Dates & Deliverables:** Response to this section should be both descriptive and graphic. A time line schedule showing both progress and key dates for deliverables should be presented (8-1/2 x 11, or an 11 x 17 fold-out).

Illustrate how you intend to meet the present milestone dates for design and construction (See Overview & Objectives), or show how you have modified the schedule based upon your intended Scope of Work. Again, as mentioned in Section 6 above, this section should be used as an opportunity to be creative, and illustrate how you can accomplish this project.

11. **Owner (City of Jersey City) Responsibilities:** Often, projects break down due to lack of communication or false assumptions among the parties involved. In this section, the Consultant should clearly describe any assumptions relating to the responsibilities and/or commitments the Consultant is expecting of the City of Jersey City. What particular milestones do you think the City must meet in order to achieve success?
12. **Assumptions & Qualifications:** The Consultant should use this section to clearly state any other assumptions or qualifying statements, relating to any part of this Proposal or the Project strategy.
13. **Fees & Fee Structure:** As stated earlier, you will be providing a lump-sum fee for your services, which will be broken down into parts A, B, & C. It is assumed by the Owner that you will be billing monthly for your services, and not upon completion of each phase. Therefore, you would be billing fractionally (percentage basis) for some phases that are in progress.
14. **References:** Names of individuals you wish to present as references, with **current addresses and phone numbers**, should be listed. Testimonial letters of reference are not to be included.
15. **Appendices & Other:** Consultants may use this section to include any other relevant information or materials they deem important, such as brochures, project lists, examples of projects (1 page summaries, for example), or other firm information. Provide a separate index if you desire.

F. ORAL PRESENTATION GUIDELINES

After the written Proposal responses have been evaluated, a number of respondents will be invited to make a formal presentation to the Evaluation Committee. This formal presentation should address the following:

- Introduction of the Consultant to the City;
- Demonstrate an understanding of the City's objectives;
- Present the Consultant's methodology in achieving the City's objectives;
- Discuss experience on similar projects.
- Address any questions from the Committee, arising from the written Proposal response or presentation;

Each invited respondent will have a five (5) minute set-up time, and be limited to twenty-five (25) minutes maximum for presentation, followed by a ten (10) minute question and answer period at the end, for a total of forty (40) minutes. Please limit your group to the fewest possible number of people, but should represent actual key personnel whom we would be interacting with. The choice of media (Boards, powerpoint presentation, etc.) is left to the discretion of the respondent, but please budget your time appropriately with regard to set-up and dismantling.

G. EVALUATION AND AWARD OF CONTRACT

Proposals will be reviewed for compliance with the Written Submission and Oral Presentation Guidelines of the Request for Proposals (RFP). Any Proposals deemed non-responsive will be rejected. All Proposals (written submission and oral presentation) will be evaluated by a committee consisting of representatives from:

Administration
Division of Architecture
Reservoir #3 Preservation Alliance

H. CONDITIONS APPLICABLE TO THIS RFP

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

1. All costs incurred by the Respondent in connection with a response to this RFP shall be borne by the Respondent.

2. The City reserves the right (in its sole judgement) to reject for any reason, any and all responses and components thereof, and to eliminate any and all Respondents and their responses to this RFP from further consideration for this procurement.
3. The City reserves the right (in its sole judgement) to reject any Respondent that submits incomplete responses to this RFP, or a Proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All Proposal shall become the property of the City and shall not be returned.
6. All Proposals will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
7. Any and all Proposals not received by the Due Date and Time will be rejected.
8. Neither the City, nor its officers, officials, or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Proposal, nor will there be any reimbursement to respondents for the cost of preparing and submitting this Proposal or for participating in this procurement process.

J. RIGHTS OF THE CITY OF JERSEY CITY

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

1. To determine that any Proposal received complies (or fails to comply) with the terms of this RFP.
2. To supplement, amend, or otherwise modify the RFP through issuance of addenda to all prospective respondents.
3. To waive any technical non-conformance with the terms of this RFP.
4. To change or alter the schedule for any events called for in this RFP upon issuance of notice to all prospective Respondents.
5. To conduct investigations of any or all of the respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal, and to request additional information to support the information included in any Proposal received.
6. To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion). If terminated, the City 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 City shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

K. ADDENDA OR AMENDMENTS TO THIS RFP

During the period provided for the preparation of responses to this RFP, the City may issue addenda, amendments, or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to this RFP, and their proposals, shall be prepared with full consideration of the addenda issued prior to the Proposal submission date. All inquiries must be in written form.

L. COST OF PROPOSAL PREPARATION

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

M. GENERAL TERMS AND CONDITIONS

1. The City reserves the right to reject any or all Proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the respondent, to accept any item, items, or services in the Proposal should it be deemed in the best interest of the City to do so.
2. Each proposal must be signed by the person authorized to do so.
3. Proposals may be hand delivered or mailed consistent with the provisions of the Notice to All Interested Parties. In the case of mailed Proposals, the City assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened. **Proposals will not be accepted by facsimile or e-mail.**
4. Respondents are required to comply with the requirements of P.L. 1975,c.127, The Law Against Discrimination and with N.J.A.C. 17:27-1.1 et seq., The Affirmative Action Rules.
5. Respondents are required to comply with the requirements of P.L. 2004,c.57 which includes the requirement that Respondents provide copies of their Business Registration Certificates issued by the New Jersey Department of Treasury.
6. No respondent shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.
7. No respondent shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondent or any other person.
8. Should any difference arise between the contracting parties as to the meaning or intent of these instruction or specifications, the City's Corporation Counsel's decision shall be final and conclusive.

COMPENSATION

The contract between the consultant and the City of Jersey City will provide for compensation to the consultant for professional services plus expenses with an upset price for each category listed below. This shall consist of a professional fee for basic services plus an amount equal to the consultant's direct labor costs times a factor for overhead. Direct labor costs, used as a basis for payment, are defined as salaries and wages (basic and incentive) paid to all personnel engaged directly on the project. They shall include, but not be limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists, and clerks, but shall not include direct payroll related costs or fringe benefits.

The proposal must provide an accurate, reliable representation of your full cost from which a contract can be formulated. For purposes of uniformity, the following list shall be used to outline your professional fees:

- A. PRESERVATION PLAN / HISTORIC STRUCTURES REPORT
- B. STATE AND NATIONAL REGISTER NOMINATION
- C. PHASES OF WORK
 1. PRE-DESIGN
 2. SITE ANALYSIS
 3. SCHEMATIC DESIGN

Under each category above, please submit your professional fee for basic services in the format shown below. Your fees should be inclusive of all reimbursable expenses, as well as any allowances requested in this RFP. Respondents are also asked to provide a fee breakdown spreadsheet or other illustration for each phase, with the resultant total. The breakdown may be in any format you select. Provide a summary of all categories of work as illustrated below:

SUMMARY OF COST

A.	PRESERVATION PLAN/HISTORIC STRUCTURES REPORT	\$ _____
B.	STATE AND NATIONAL REGISTER NOMINATION	\$ _____
C.	PHASES OF WORK	
1.	PRE-DESIGN	\$ _____
2.	SITE ANALYSIS	\$ _____
3.	SCHEMATIC DESIGN	\$ _____

TOTAL PROPOSAL COST: \$ _____

Submit a list of all expenses that would be claimed for reimbursement and a matter in which they will be charged to the contract. Cost represented under each phase shall be an amount not to be exceeded for contractual purposes.

FORM OF AGREEMENT/CONTRACT

If selected to provide services, the successful Respondent shall be required to execute the City's Standard Form of Agreement, which includes indemnification, insurance, termination, mediation, and licensing provisions. A complete copy of a draft Form of Agreement is available upon written request.

It is also agreed and understood that the acceptance of the final payment shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials or services furnished under this Form of Agreement.

PROCUREMENT AND PROJECT DELIVERABLES SCHEDULE

The steps involved in the process and the anticipated completion dates are set forth in the Procurement AND Project Deliverables Schedule below. The City reserves the right to amend, modify or alter this Schedule upon notice.

Activity Date

1. Issuance of Request for Proposals	02/03/09
2. Receipt of Proposals	02/24/09
3. Completion of evaluation of Proposals	03/24/09
4. Award of Contract	04/08/09
5. Historic Preservation Plan	180 days from Award of Contract
6. Nomination Application to the National Register/Historic Places	Concurrent with Activity 5 above

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

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

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

Representative's Name/Title (Print):_____

Representative's Signature:_____

Name of Company:_____

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

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

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

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

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

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

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

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

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

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

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

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

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your qualification statement.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned

_____ Minority & Woman Owned

_____ Woman Owned

_____ Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: _____

SIGNATURE: _____ DATE: _____

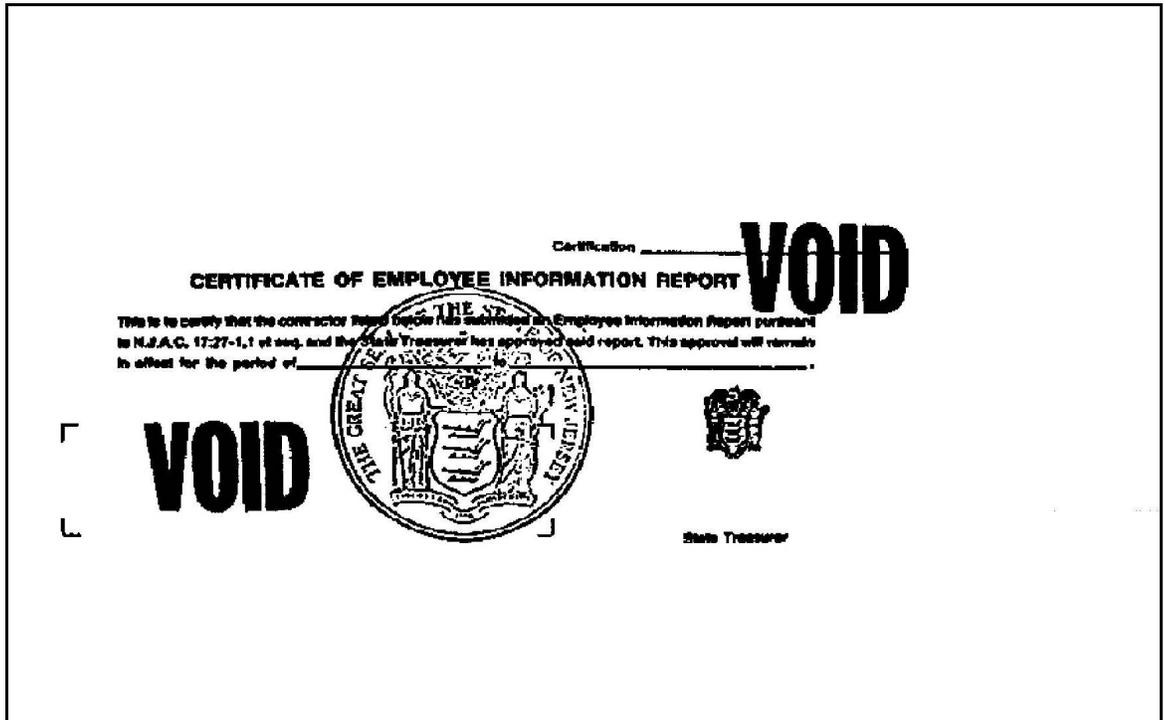
PRINT
NAME: _____ TITLE: _____

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Vendor must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

U.S. Department of Labor	Employment Standards Administration Office of Federal Contract Compliance Program	
	Newark Area Office 134 Evergreen Place, Fourth Floor East Orange, NJ 07018	
February 27, 19__	Reply to the attention of:	
President		
Dear		
Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.		
We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.		
The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.		
Sincerely,		
Area Office Director		



INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate.

If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check “Retail”.

ITEM 3 - Enter the total “number” of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering “None” or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. “Single-establishment Employer” shall include an employer whose business is conducted at only one physical location. “Multi-establishment Employer” shall include an employer whose business is conducted at more than one location.

ITEM 8 - If “Multi-establishment” was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns.

THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

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

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block “Yes”.

ITEM 15 - If the answer to Item 15 is “No”, enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf

Instructions: http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

If you have any questions on AA/EEO forms and/or requirements, please contact:

Jean F. Abuan, Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration, Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City NJ 07302

Tel. #201-547- 4533

Fax# 201-547-5088

E-mail Address: abuanJ@jcnj.org

Form AA302
 Rev. 1/00

STATE OF NEW JERSEY
 Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

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

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>)

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

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

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

“New Jersey Business Registration Requirements”

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

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

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 842 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107130
ISSUANCE DATE: 07/14/04

FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name: CLIENT REGISTRATION
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: _____

Signed _____ Title: _____

Print Name _____ Date: _____

Subscribed and sworn before me
this _____ day of _____, 2_____. _____
(Affiant)

My Commission expires: _____
(Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Ord. 08-128
Agenda No. INITIATIVE PETITION 1st Reading
Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City
(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L. 2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.

Continuation of City Ordinance 40A-128 page 2

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REPORTS ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

Continuation of City Ordinance 08-138, page 3

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REPORT ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services* or Extraordinary Unspecified Services* from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

Continuation of City Ordinance 08-128, page 4

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY BEFORE ORDINANCE)

SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
Shelly Sidner, 286 Pavoria, Jersey City, N.J. 07302

SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

Continuation of City Ordinance 08-128 page 5

An ordinance establishing that a business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 11 - INDEXING

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

SECTION 12 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporate Counsel

APPROVED: _____

Business Administrator

Certification Required

Not Required

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. 4-A Ord. 08-128

TITLE: An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited to its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 28, 2008

RECORD OF COUNCIL VOTE ON INTRODUCED FORM											
				N/A							
COUNCILPERSON	A/E	N/Y	N/X	COUNCILPERSON	A/E	N/Y	N/X	COUNCILPERSON	A/E	N/Y	N/X
BUTTLAND				BARRON				BRENNAN			
SPINELLO				FILIP				FLOOD			
LIPSON				RICHARDSON				VEGA, PRES.			

/ Indicates Vote **JAMES F. WADDLETON ARRON MORELL JAMES CARROLL** N.Y.-Not Voting (Absence)
GARY SCHINDLER RAYLE WINKEL SEBASTIAN BERNHEIM
STEVE DAVISON TOM GIBSONS HEATHER TAYLOR
TOM WILEN SHELLEY DONNER DONALD LEVIN

RECORD OF COUNCIL VOTE IN PUBLIC HEARING											
				SEP 0 3 2008							
COUNCILPERSON	A/E	N/Y	N/X	COUNCILPERSON	A/E	N/Y	N/X	COUNCILPERSON	A/E	N/Y	N/X
BUTTLAND	✓			BARRON	✓			BRENNAN	✓		
SPINELLO	✓			FILIP	✓			FLOOD	✓		
LIPSON	✓			RICHARDSON	✓			VEGA, PRES.	✓		

/ Indicates Vote **DAN FALCON YVONNE BALSCHER** N.Y.-Not Voting (Absence)
ANTHONY MORELL
ANDREW MUSACH
MARALEY BONKES

RECORD OF COUNCIL VOTE ON AMENDMENT, IF ANY											
COUNCILPERSON	A/E	N/Y	N/X	COUNCILPERSON	A/E	N/Y	N/X	COUNCILPERSON	A/E	N/Y	N/X
BUTTLAND				BARRON				BRENNAN			
SPINELLO				FILIP				FLOOD			
LIPSON				RICHARDSON				VEGA, PRES.			

/ Indicates Vote N.Y.-Not Voting (Absence)

RECORD OF FINAL COUNCIL VOTE											
				SEP 0 3 2008							
COUNCILPERSON	A/E	N/Y	N/X	COUNCILPERSON	A/E	N/Y	N/X	COUNCILPERSON	A/E	N/Y	N/X
BUTTLAND	✓			BARRON	✓			BRENNAN	✓		
SPINELLO	✓			FILIP	✓			FLOOD	✓		
LIPSON	✓			RICHARDSON	✓			VEGA, PRES.	✓		

/ Indicates Vote N.Y.-Not Voting (Absence)

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on

SEP 0 3 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **SEP 0 3 2008**

APPROVED:

Maurino Vaga
 Maurino Vaga, Jr., Council President

Date: **SEP 0 3 2008**

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:

Stephen L. Vago
 Stephen L. Vago, Mayor

Date: **SEP 0 4 2008**

Date to Mayor: **SEP 0 4 2008**

*Attachments:

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