

CITY OF HOBOKEN, NEW JERSEY
Office of the Business Administrator

On Behalf Of
Department of Administration



RFP 18 - 29
Request for Qualifications (RFQ):
Professional Services:

Architect, Engineer, Landscape Architect,
LSRP, Planner and Surveyor
Term: January 1, 2019 to December 31, 2019
Or, One year from date of award

Qualification Statement Submission Date:
December 21, 2018
4:00 pm prevailing time

Division of Purchasing
94 Washington Street
Hoboken, N.J. 07030

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CITY OF HOBOKEN

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that sealed qualification statements will be received by the Division of Purchasing, for the City of Hoboken, Hudson County, State of New Jersey on **December 21, 2018 at 4:00 pm prevailing time** at Hoboken City Hall, Office of the City Clerk, 94 Washington Street, NJ 07030 at which time and place proposals will be opened for :

RFP 18 - 29

**Request for Qualifications (RFQ) – Professional Services –
Architect, Engineer, Landscape Architect, LSRP, Planner and Surveyor**

Term: January 1, 2019 to December 31, 2019

Or, One year from date of award

The City of Hoboken is requesting qualification statements from licensed professionals or firms to provide professional services in accordance with the specifications or City approved equivalent. The City will accept proposals for each of the referenced disciplines, separately or combined, as each proposing entity sees fit. However, the City requires that the envelope and the cover page of each submitted proposal expressly state which disciplines the proposal is provided for. The City of Hoboken reserves the right to pre-qualify and/or contract with one or more professionals or firms per licensed discipline.

Specification and other RFQ information may be obtained at the Purchasing Department, Hoboken City Hall, 94 Washington Street, Hoboken, NJ 07030, during regular business hours (9:00 am to 4:00 pm), tel: (201) 420-2000 ext. 1400 or send your request via email below.

The City reserves the right to reject any and all proposals, to waive informalities or irregularities in the proposals received and to accept the proposal in the best interest of the City.

Vendors are required to comply, where applicable, with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1 et seq., New Jersey Statutes Title 19 Fair and Open Process, the City of Hoboken Chapter 20A Fair and Open Process, and all other applicable laws.

Email: purchasing@hobokennj.gov

ATTEST:

AL B. Dineros, QPA
Qualified Purchasing Agent

INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

SUBMISSION OF QUALIFICATION STATEMENTS

1. Sealed qualification statements shall be received by the contracting unit, hereinafter referred to as "City," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.
2. Sealed qualification statements will be received by the designated representative at the time and location as stated in the Notice to Vendors.
3. The qualification statement(s) shall be submitted in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "QUALIFICATION STATEMENT" with the contract title and/or RFQ # of the contract being proposed, as well as the disciplines submitted for expressly stated on the envelope cover and cover page of each proposal submitted. There shall be one (1) original, one (1) electronic copy, and three (3) paper copies of the qualification statement submitted.
4. It is the Vendor's responsibility that qualification statements are presented to the City at the time and at the place designated. Qualification statements may be hand delivered or mailed; however, the City disclaims any responsibility for qualification statements forwarded by regular or overnight mail. If the qualification statement is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Qualification statements received after the designated time and date will be returned unopened.
5. Sealed qualification statements forwarded to the City before the time of opening of qualification statements may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the qualification statement. Once qualification statements have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire qualification statement section of the RFQ package is to be returned completed. All qualification statements must be made upon the RFQ forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in this RFQ package. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Qualification statements containing any conditions, omissions, unexplained erasures or alterations, items not called for in the RFQ form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the qualification statement must be initialed in ink by the person signing the qualification statement.
7. Each qualification statement form must give the full business address, business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
 - Qualification statements by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Qualification statements by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Qualification statements by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
8. Vendor should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Vendor should consult the statutes or independent legal counsel for further information.

INTERPRETATION AND ADDENDA

1. The Vendor understands and agrees that its qualification statement is submitted on the basis of the specifications prepared by the City. The Vendor accepts the obligation to become familiar with these specifications.
2. Vendors are expected to examine the specifications and related RFQ documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a RFQ specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the qualification statements. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the City of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the specifications and the Vendor’s submitted qualification statement.
3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing, addressed to the City’s representative stipulated in the specification. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the deadline of submission of the qualification statement for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Vendors. All addenda so issued shall become part of the specification and RFQ documents, and shall be acknowledged by the Vendor in the qualification statement. The City’s interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of qualification statements to any person who has submitted a qualification statement or who has received an RFQ package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Qualification statements

- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

1. Brand names and/or descriptions used in these specifications are to acquaint Vendors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Vendor on the "Exceptions to Specifications" sheet and submitted with the qualification statement form. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Vendor, it will be presumed and required that the goods and services as described in the RFQ specification be provided or performed.
3. It is the responsibility of the Vendor to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.
4. In submitting its qualification statement, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
6. The Vendor shall guarantee any or all goods and services supplied under these specifications for a period of one year from date of delivery unless otherwise specified herein. Defective or inferior goods shall be replaced at the expense of the Vendor. The Vendor will be responsible for return freight or restocking charges.

INSURANCE AND INDEMNIFICATION

The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this RFQ and either (1) applicable certificates shall be provided and be made a part of the qualification statement documents, or (2) a certification from an authorized agent of the entity will have all certificates provided to the City upon receipt of the Notice of Award and prior to the execution of the contract:

INSURANCE REQUIREMENTS

√ Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

√ General Liability Insurance

The Vendor shall furnish evidence to the City prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

√ Automotive Liability Insurance

Automotive liability insurance covering Vendor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

√ Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage and shall name the City as an additional insured.

INDEMNIFICATION

INDEMNIFICATION

PROVIDER'S INDEMNITY OBLIGATION. PROVIDER COVENANTS, AGREES TO, AND SHALL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE CITY), INDEMNIFY, AND HOLD HARMLESS THE CITY OF HOBOKEN, NEW JERSEY AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF HOBOKEN, NEW JERSEY, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE CITY OF HOBOKEN, NEW JERSEY, AND THE ELECTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE CITY OF HOBOKEN, NEW JERSEY EACH BEING A "HOBOKEN PERSON" AND COLLECTIVELY THE "HOBOKEN PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES,

JUDGMENTS, LAWSUITS, DEMANDS, HARM, LOSSES, DAMAGES, PROCEEDINGS, SUITS, ACTIONS, CAUSES OF ACTION, LIENS, FEES, FINES, PENALTIES, EXPENSES, OR COSTS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY THE CITY OF HOBOKEN, NEW JERSEY AND/OR ANY OTHER HOBOKEN PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (I) ANY OF THE WORK AND SERVICES OF THE PROVIDER AS DESCRIBED IN SECTION 1 OF THIS AGREEMENT, (II) ANY REPRESENTATIONS AND/OR WARRANTIES BY PROVIDER UNDER THIS AGREEMENT, AND/OR (III) ANY ACT OR OMISSION UNDER, IN PERFORMANCE OF, OR IN CONNECTION WITH THIS AGREEMENT BY PROVIDER, OR BY ANY OF PROVIDER'S OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, TENANTS, SUBTENANTS, LICENSEE, SUBLICENSEE, CONCESSIONAIRES, OR ANY OTHER PERSON OR ENTITY FOR WHOM PROVIDER IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, SHAREHOLDERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, ENGINEERS, ARCHITECTS, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, PROVIDERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY HOBOKEN PERSON, OR CONDUCT BY ANY HOBOKEN PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

PROVIDER SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY HOBOKEN PERSON RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PROVIDER'S SOLE COST AND EXPENSE. THE HOBOKEN PERSONS SHALL HAVE THE RIGHT, AT THE HOBOKEN PERSONS' OPTION AND OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PROVIDER OF ANY OF ITS OBLIGATIONS HEREUNDER. THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

PRICING INFORMATION FOR PREPARATION OF QUALIFICATION STATEMENTS

1. The City is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All qualification statements submitted shall have included this cost.
4. Vendors shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The City shall not be responsible for delivery costs or travel costs of any type.

STATUTORY AND OTHER REQUIREMENTS

Where applicable, the following are mandatory requirements of this RFQ and contract.

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this RFQ specification.

- Goods and Services (including professional services) Contracts

Each Vendor 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:

- i. 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

- Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the Vendor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the Vendor, in accordance with N.J.A.C. 17:27-7.

The Vendor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Vendor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the City harmless.

3. STOCKHOLDER DISCLOSURE (Statement of Ownership)

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the qualification statement or accompanying the qualification statement of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the qualification statement. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the qualification statement.

4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the qualification statement. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Vendor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

Failure to submit proof of registration with the qualification statement submittal requires mandatory rejection of a qualification statement as a non-waivable defect.

5. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

Where applicable: The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

6. PREVAILING WAGE ACT

Where applicable: Pursuant to N.J.S.A. 34:11-56.25 et seq., vendors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The vendor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The vendor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The vendor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the vendor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssse/lspubcon.html.

In the event it is found that any workman, employed by the Vendor or any Subcontractors covered by the contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Vendor, the City may terminate the Vendor's or Subcontractor's right to proceed with the work, or such part of the work, as to which there has been failure to pay required wages and to prosecute the work to completion or otherwise. The Vendor and his sureties shall be liable to the City for any excess costs occasioned thereby.

The Vendor or Subcontractor is required to do the following:

- Pay to all workmen engaging in the performance of services directly upon a public work, the prevailing rate of wages specified in this contract.
- Keep an accurate record showing name, craft, trade and actual hourly rate of wages paid to each workman employed by him in connection with any public work. Records shall be preserved for two years from date of payment.
- Post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages; and
- File written statements with the City Treasurer or Director of Finance certifying to the amounts then due and owing to any and all workmen for wages due on the account to the public work. The statements shall set forth the names of the persons whose wages are unpaid and amount due to each. The statements should be verified by the oaths of the vendor or subcontractor, as the case may be.

7. DAVIS BACON ACT

Where applicable: If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the vendor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at <http://www.wdol.gov/>.

8. THE PUBLIC WORKS VENDOR REGISTRATION ACT

Where applicable: N.J.S.A. 34:11-56.48 et seq. requires that a general or prime vendor and any listed subcontractors named in the vendor's qualification statement shall possess a certificate *at the time the qualification statement is submitted*. After qualification statements are received and prior to award of contract, the successful vendor shall submit a copy of the vendor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general vendor's

responsibility that all non-listed sub-vendors at any tier have their certificate prior to starting work on the job.

Under the law a “vendor” is “a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to vendors based in New Jersey or in another state.

The law defines “public works projects” as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds...”
- “Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a vendor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lasse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

9. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the qualification statement.

10. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting qualification statements for public contracts to the City of Hoboken.

11. NUCLEAR-FREE HOBOKEN ORDINANCE

The Form shall be read and properly executed, and submitted as part of the qualification statement.

12. IRANIAN INVESTMENT ACTIVITY FORM

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or qualification statement or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party, in default and seeking debarment or suspension of the person or entity.

METHOD OF CONTRACT AWARD

1. The City and the successful Vendor, in accordance with N.J.S.A. 40A:11-24 (b), shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the City to request an extension to execute said contract shall constitute a breach and the City can award the contract to the next lowest Vendor. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this RFQ shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the City to the successful Vendor. Terms of the specifications/RFQ package prevail. Vendor exceptions must be formally accepted by the City. Vendor exceptions must be listed on the vendor's submitted qualification statement in order to be considered by the City.
3. The City reserves the right to waive immaterial formalities. The City reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.
4. The acceptance of a Qualification statement shall bind the successful Vendor to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the vendor fails to enter into the contract or perform services there under.

CAUSES FOR REJECTING QUALIFICATION STATEMENTS

Qualification statements may be rejected for any of the following reasons:

1. All qualification statements pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) qualification statement is received from an individual, firm or partnership, corporation or association under the same name;

3. Multiple qualification statements from an agent representing competing Vendors;
4. The qualification statement is inappropriately unbalanced;
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the qualification statement of the next lowest responsible Vendor. (N.J.S.A. 40A:11-24b)
7. Any other legally authorized reason which is in the best interest of the City.

TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the Vendor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Vendor and the City may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the City from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the City harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
4. In case of default by the Vendor, the City may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
6. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original qualification statement/contract. Any change must be approved by the City.
7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.

8. The City may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor, subject only to liability for payment of services rendered through the date of notice of termination, with no liability for expectation, consequential or equitable damages.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

(REVISED 4/10)

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, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. 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, col-or, 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.

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

The Vendor and the City of Hoboken, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Vendor 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 Vendor 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 Vendor agrees to aproposale 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 ADA which has been brought pursuant to its grievance procedure, the Vendor 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 Vendor 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 Vendor 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 Vendor pursuant to this contract will not relieve the Vendor 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 Vendor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the Vendor 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.

SPECIFICATIONS FOR

RFP 18 - 29

**Request for Qualifications (RFQ) – Professional Services –
Architect, Engineer, Landscape Architect, LSRP, Planner and Surveyor**

Term: January 1, 2019 to December 31, 2019

Or, One year from date of award

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the City is issuing this Request for Qualifications (“RFQ”) from licensed professionals in the State of New Jersey who wish to provide services for the City as directed by the Mayor or other appropriate official within the City for a contract period of one year. All candidates are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq as amended (Affirmative Action). Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57). The successful professional must have significant experience in representing municipal clients or other local governments and public agencies in the State of New Jersey. Experience representing public agencies in similar urban communities in other states, especially New York and Pennsylvania, is also desired. The City will accept proposals for each of the referenced disciplines, separately or combined, as each proposing entity sees fit. However, the City requires that the envelope and the cover page of each submitted proposal expressly state which disciplines the proposal is provided for. The City of Hoboken reserves the right to pre-qualify and/or contract with one or more professionals or firms per licensed discipline. Such services shall include, but not necessarily be limited to, the following:

1. Providing professional services related to the planning and design and overseeing of capital improvement projects for public buildings, roads, parks, recreational facilities, energy, water, stormwater, sewer, and other public infrastructure projects;
2. Preparing plans, specifications, estimates, schedules, permits and approvals in accordance with state and federal standards and guidelines;
3. Providing professional services in technical and administrative areas such as: bid specification and construction drawing preparation; architecture and historic preservation; municipal land use, planning and zoning; landscape architecture; urban design; open space planning and design; community engagement; building systems analysis and studies; mechanical, electrical and plumbing (MEP); energy and utility engineering and planning; civil, structural and geotechnical engineering; construction management, administration, inspection and monitoring; information technology and data management; geospatial analysis and web-based open data platforms; hydraulic and hydrologic analysis; floodplain management; stormwater management system design and operations including “green infrastructure” and low impact development strategies for non-point source pollution reduction; water system design and operations; infrastructure maintenance and asset management; public works management; land surveying; permitting; environmental investigation, preliminary assessments, site investigations, site remediation, and remedial action work plans; solid waste, composting and recycling management; pavement management, traffic engineering and transportation planning; waterfront and marine design, engineering and investigation; municipal budgeting; personnel practices; public contracts law; and any other matter as directed by the City.
4. Preference shall be given to consultants who employ Accredited Professionals (“AP”) in Leadership in Energy and Environmental Design (“LEED”) by the Green Building Certification Institute (“GBCI”), Envision Sustainability Professionals (“ENV SP”) accredited by the Institute for Sustainable Infrastructure (“ISI”), Certified Floodplain Managers (“CFM”) accredited by the national Association of Floodplain Managers (“ASFPM”), Certified Municipal Engineers (“CME”) accredited by the New Jersey Municipal Engineering Institute, Professional Traffic Operation Engineers (“PTOE”) by the Transportation Professional Certification Board, Certified Public Works Managers (“CPWM”) by the New Jersey Department of Community Affairs, and Certified Planners by the American Institute of Certified Planners (“AICP”).

5. Each consultant shall advise expressly of their hourly rates in their written qualification statement.

SUBMISSION REQUIREMENTS

Please submit one (1) original, three (3) hard copies and one (1) electronic copy via compact disk or USB drive of the submission package.

Vendors are responsible for marking and identifying what they believe is proprietary and/or confidential information and/or documents in accordance with the applicable law(s). The City will maintain any such identified documents and/or information in accordance with the applicable law(s) and will advise the vendor in writing if any request is made for access to said documents pursuant to the Open Public Records Act or common law right of access. However, the City is not responsible for objecting to or defending any such request on behalf of the vendor. The City will in good faith maintain said information or documents in accordance with the applicable law but makes no guarantees or warranties as to maintaining the confidential and/or proprietary nature of the information or documents. Any information submitted is submitted pursuant to the vendor's own discretion and the vendor is ultimately responsible for determining what documents and/or information to submit and for understanding all applicable laws regarding the maintenance and disclosure of confidential and/or proprietary information submitted in response to a public bidding process.

PROPOSAL REQUIREMENTS

- Provide all required and requested documentation and forms as indicated in this RFQ.
- At the request of the City, give an oral demonstration/presentation at the Municipal Building of their services and equipment prior to award. Vendor will not be compensated for making the presentation.

ORGANIZATION REQUESTING PROPOSAL

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

CONTACT PERSON

To obtain copies of proposal contact Purchasing at 201-420-2000 X1400 or purchasing@hobokennj.gov

For technical questions concerning proposal contact please contact Stephen Marks, Business Administrator at 201-420-2000 X1102.

PERIOD OF CONTRACT

The initial contract shall be for a period of one (1) year from January 1, 2019 to December 31, 2019 or one (1) from date of award

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, the Vendor represents that they have thoroughly examined and become familiar with the work required under this RFQ and that they are capable of performing quality work to achieve the City's objectives.

SUBMISSION REQUIREMENTS

Please submit one (1) original, three (3) hard copies and one (1) electronic copy via compact disk or USB drive of the submission package.

Vendors are responsible for marking and identifying what they believe is proprietary and/or confidential information and/or documents in accordance with the applicable law(s). The City will maintain any such identified documents and/or information in accordance with the applicable law(s) and will advise the vendor in writing if any request is made for access to said documents pursuant to the Open Public Records Act or common law right of access. However, the City is not responsible for objecting to or defending any such request on behalf of the vendor. The City will in good faith maintain said information or documents in accordance with the applicable law but makes no guarantees or warranties as to maintaining the confidential and/or proprietary nature of the information or documents. Any information submitted is submitted pursuant to the vendor's own discretion and the vendor is ultimately responsible for determining what documents and/or information to submit and for understanding all applicable laws regarding the maintenance and disclosure of confidential and/or proprietary information submitted in response to a public bidding process.

Proposals must be mailed or delivered to:

**Division of Purchasing
c/o City Clerk
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030**

On the outside of the submission, it must state:

**RFP 18 - 29
Request for Qualifications (RFQ) – Professional Services –
Architect, Engineer, Landscape Architect, LSRP, Planner and Surveyor
Term: January 1, 2019 to December 31, 2019
Or, One year from date of award**

BASIS OF AWARD
EVALUATION CRITERIA

RFP 18-29

**Request for Qualifications (RFQ) – Professional Services –
Architect, Engineer, Landscape Architect, LSRP, Planner and Surveyor
Term: January 1, 2019 to December 31, 2019
Or, One year from date of award**

The following is the criteria for evaluation of the qualification statement. Points shall be awarded based on the information contained in the qualification statement for each category as listed, with a high score of total possible points meaning that the qualification statement meets all required criteria for that category and a score of zero meaning that the qualification statement did not meet any of the required criteria for that category. Points shall be awarded based on the information contained in the qualifications statement(s), with a high score of total possible points meaning that the proposal meets all required criteria for that category and a score of zero meaning that the proposal did not meet any of the required criteria for that category. A contract may be awarded based upon the consideration of price and other factors in accordance with the city's Fair and Open Action Plan.

EVALUATION CRITERIA	POSSIBLE POINTS	ACTUAL SCORE
TECHNICAL CRITERIA	----	
Vendor's qualification statement demonstrates a clear understanding of the scope of work and related objectives;	10	
Vendor's qualification statement is complete and responsive to the technical/RFQ requirements;	5	
Vendor's history and past performance of like work or projects;	10	

MANAGEMENT CRITERIA	----	
Demonstrated ability to meet deadlines;	10	
Qualification (education, experience and credentials— licenses and certifications) of <u>assigned</u> personnel (principle-in-charge, project manager, professionals, technicians and staff);	12	
Detailed description of work or projects in other municipalities;	10	
Favorable recommendations or references from similar clients;	10	
Proof (copies) of related licenses and certifications;	10	

Evaluation Criteria, continued

HOURLY RATES	----	
Detailed hourly rates of <u>assigned</u> personnel by task and inclusion of all anticipated “out-of-pocket” and incidental expenses;	10	
Competitiveness of hourly rates.	10	

OTHER	----	
Diversity Preference-Diverse business entities (certified M/WBE, LGBT, Veteran, or Disabled person -owned businesses) are eligible for additional points in accordance with EO #6, issued October 24, 2018.*	3	
POINT TOTALS	100	

* A business need only demonstrate one type of Diverse Business Entity to qualify for the total possible points when applying for a contract. Businesses qualifying for more than one diversity type will not be weighted higher.

CITY OF HOBOKEN

PROPOSAL DOCUMENT CHECKLIST PROPOSAL COVER PAGE

Vendor Name: _____

Vendor Address: _____

The attached proposal is submitted for prequalification in one or more of the following areas of practice listed below. Please specify the type(s) of Professional Services for which your firm has supplied qualifications (***check all that apply***).

Area of Practice	√
Architecture, including interior design	<input type="checkbox"/>
Engineering	<input checked="" type="checkbox"/>
Building Systems (mechanical, electrical, plumbing, etc.)	<input type="checkbox"/>
Civil/Site Design including roads, drainage, sidewalks, etc.	<input type="checkbox"/>
Construction Management/Inspection	<input type="checkbox"/>
Floodplain/Stormwater Management, including green infrastructure	<input type="checkbox"/>
Geotechnical	<input type="checkbox"/>
Structural	<input type="checkbox"/>
Traffic	<input type="checkbox"/>
Environmental (LSRP, permitting, natural resources)	<input type="checkbox"/>
Water/Wastewater	<input type="checkbox"/>
Waterfront/Marine	<input type="checkbox"/>
Land Surveying	<input type="checkbox"/>
Landscape Architecture	<input type="checkbox"/>
Planning	<input checked="" type="checkbox"/>
Affordable Housing	<input type="checkbox"/>
Historic Preservation	<input type="checkbox"/>
Land Use and Zoning	<input type="checkbox"/>
Open Space & Recreation, including Green Acres	<input type="checkbox"/>
Redevelopment	<input type="checkbox"/>
Transportation	<input type="checkbox"/>
Other (please specify below)	<input checked="" type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

RFP 18-29
Request for Qualifications (RFQ) – Professional Services –
Architect, Engineer, Landscape Architect, LSRP, Planner and Surveyor
Term: January 1, 2019 to December 31, 2019
Or, One year from date of award

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	One original/one electronic (USB or CD)/three (3) paper copies of submission	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language – Appendix A	
<input checked="" type="checkbox"/>	Statement of Ownership Disclosure	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 - Acknowledgement	
<input checked="" type="checkbox"/>	Nuclear – Free Hoboken Ordinance	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Acknowledgement of Addenda (um) Forms (where applicable)	
<input checked="" type="checkbox"/>	Resume of Staff Assigned to the City	
<input checked="" type="checkbox"/>	Iranian Investment Compliance Form	
<input checked="" type="checkbox"/>	Proof of Business Registration Certificate	
<input checked="" type="checkbox"/>	Proof of Licensure and any advanced degrees in specialty	
<input checked="" type="checkbox"/>	Proof of Insurance	
<input checked="" type="checkbox"/>	Exceptions	
<input checked="" type="checkbox"/>	Hoboken Pay – to Play	
<input checked="" type="checkbox"/>	Proposal Cover Sheel	

***This form need not be submitted. It is provided for vendor’s use in assuring compliance with all required documentation.**

EXCEPTIONS and ADDENDUM TO SPECIFICATIONS

RFP 18-29

Request for Qualifications (RFQ) – Professional Services –
Architect, Engineer, Landscape Architect, LSRP, Planner and Surveyor

Term: January 1, 2019 to December 31, 2019

Or, One year from date of award



COMPANY NAME _____

Addendum:

1.

Exceptions:

1.

FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME _____

COMPANY LOCATIONS (if more than one, list principal location first)

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

NUMBER OF EMPLOYEES _____

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

YEAR COMPANY WAS ESTABLISHED _____

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

The successful Vendor 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 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. 17:27-4;

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 vendor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her qualification statement shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**STATEMENT OF OWNERSHIP (OWNERSHIP DISCLOSURE
CERTIFICATION)**

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

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder 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 percent 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 percent 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 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**O
R**

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

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

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder 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 percent 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 percent 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 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

(Print Name and Title)

(Signature of Affiant)

Subscribed and sworn before me this ____ day of _____, 20 ____ .

Notary Public (Seal)

My commission expires _____, 20____

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her qualification statement shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

CERTIFICATION: I hereby certify that _____ **does not** engage in the production of nuclear weapons or components. (Name of Vendor)

Date

Signature

Title

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____ residing in _____

(name of affiant)

(name of municipality)

in the County of _____ and State of _____ of full

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

I am _____ of the firm of _____

(title or position)

(name of firm)

_____ the Vendor making this Proposal for the proposal entitled _____

_____, and that I executed the said proposal

(title of proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Hoboken** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(name of Vendor)

Subscribed and sworn to before me this day _____ 20____

Type or print name of affiant under signature

Notary Public of _____

My Commission expires _____ 20____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

City of Hoboken

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE QUALIFICATION STATEMENT NON-RESPONSIVE.

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

PLEASE CHECK EITHER BOX:

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

OR

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

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Hoboken is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the 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, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Hoboken and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

Internal Revenue Service

Date: June 8, 2002

City of Hoboken
94 Washington Street
Hoboken, NJ 17030-4556

Dear Sir or Madam:

This is in response to your request dated May 16, 2002 for information concerning your organization's exemption from Federal income tax.

As an instrumentality of a governmental unit, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code of 1954, which states in part:

"Gross income does not include income derived from the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

Because your organization is an instrumentality of a governmental unit, its income is not taxable as explained above. Contributions to instrumentalities are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



for John E. Ricketts, Director, TE/GE
Customer Account Services

RECEIVED

Department of the Treasury JUN 13 2002

P. O. Box 2508
Cincinnati, OH 45201

DIVISION OF
REVENUE & FINANCE

Person to Contact:

Brenda Fox 31-07209
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Employer Identification Number:

22-6001993



State of New Jersey
 DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
 PO Box 269
 TRENTON NJ 08695-0269

RECEIVED

OCT 16 2001

DIVISION OF
 REVENUE & FINANCE

DONALD T. DiFRANCESCO
 Acting Governor

PETER R. LAWRENCE
 Acting State Treasurer

In reply respond to:

October 15, 2001

(609) 292-5994
 Fax (609) 989-0113

City of Hoboken
 Division of Revenue and Finance
 94 Washington St.
 Hoboken, NJ 07030-4585

Dear Purchasing Officers and Vendors:

The **City of Hoboken** is a political subdivision of the State of New Jersey and is exempt from sales and use taxes, pursuant to Section 9 (a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.). An exempt organization certificate (ST-5) or number is not required for the **City of Hoboken** to make tax-exempt purchases. Your official letterhead or official purchase order signed by a qualified officer is sufficient proof for your vendor that you are exempt from paying the sales tax. Payment must be made by government check or voucher.

Federal agencies, New Jersey state agencies and municipal agencies making purchases in the amount of one hundred fifty dollars (\$150) or less from imprest funds may use the Exempt Use Certificate (Form ST-4) to be relieved of making such purchases by government check or voucher. The Exempt Use Certificate must be signed by a qualified officer of the agency. In the block marked "Purchaser's Certificate of Authority Number" on the Exempt Use Certificate, the words "Governmental Agency" should be inserted. In the block provided for the exempting citation, the indicia "9(a)" should be written. The name and position of the person dealing with the vendor must be given at the bottom of the certificate. We are enclosing a copy of the Exempt Use Certificate for your convenience.

Very truly yours,

Arthur J. Guenther
 Assistant Chief
 Regulatory Services Branch

AJG:dh
 Enclosure

PROFESSIONAL SERVICES CONTRACTS
(Hoboken Pay to Play)

The Hoboken Municipal Code §20A entitled “Professional Services Contracts” sets forth the regulations on political contributions for entities (as defined in §20A-12(C)) receiving professional services contracts and contracts for extraordinary unspecifiable services as defined in §20A-12(A).

In sum, in order to enter into a contract with the City of Hoboken for professional services or extraordinary unspecifiable services, the vendor or entity must certify that they have not made any political contributions in excess of the limits set forth in the ordinance in the calendar year before the contract was awarded. Additionally, the vendor or entity cannot make any contributions in excess of the thresholds per calendar year from the time of the first communication between that entity or vendor and the City regarding a specific agreement until either termination of negotiations, rejection of any proposal, or the termination of the contract or agreement.

Pursuant to §20A-12, entities receiving contracts as defined in §20A-12 must certify that they have not made any reportable contributions, or contributions in excess of the monetary thresholds as defined in §20A-12(D), in the calendar year preceding the award of the contract and that they will continue to abide by the regulations set forth in §20A during the term of the contract. “Calendar Year” is the period of each year beginning January 1st and ending December 31st. Contributions will be considered to have occurred on the date of transfer of the contribution/check from the donor to the recipient.

Pursuant to §20A-14, prior to the award of any contract or agreement to procure professional services or extraordinary unspecifiable services from any entity, the City of Hoboken must receive a written certification from the intended recipient of the contract, made under penalty of perjury, that the entity has not made any contributions in violation of Chapter 20A.

Therefore, prior to completing the attached certification, the entity shall review Hoboken City Code Chapter 20A (relevant portions of which are reproduced below). Any questions or concerns should be addressed to the office of the Corporation Counsel for the City of Hoboken prior to the certification being completed. Entities should be aware that they are under a continuing duty to abide by the provisions of Chapter 20A.

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

The vendor must also complete the attached Stockholder Disclosure Certification.

Please be sure to complete the attached forms fully. If you do not fully complete these forms, the award and execution of your contract will be delayed.

CITY OF HOBOKEN DISCLOSURE LIST

Entity	Threshold Amount	Time Frame
Candidate of elective municipal office in Hoboken	\$300.00	Per each calendar year, starting the year preceding the contract award through termination of the contract agreement
Candidate Committee of candidate to elective municipal office in Hoboken	\$300.00	Per each calendar year, starting the year preceding the contract award through termination of the contract agreement
Joint Candidate Committee of candidates any of whom are running for elective municipal office in Hoboken	\$500.00	Per each calendar year, starting the year preceding the contract award through termination of the contract agreement
Any individual who currently holds an elective municipal office in Hoboken	\$300.00	Per each calendar year, starting the year preceding the contract award through termination of the contract agreement
Any Hudson County political Party committee	\$500.00	Per each calendar year, starting the year preceding the contract award through termination of the contract agreement
Any continuing political committee or political action committee that financially supports Hoboken or Hudson County candidates	\$500.00	Per each calendar year, starting the year preceding the contract award through termination of the contract agreement
Combined Total of All Contributions Regulated (above)	\$2,500.00	Per each calendar year, starting the year preceding the contract award through termination of the contract agreement

POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Vendor Information

Vendor Name:		
Address:		
City:	State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of Hoboken City Code §20A and as represented by the instructions accompanying this form, if applicable.

Signature: _____ Printed Name: _____ Title: _____

Contribution Disclosure

Instructions: Below, please list any contributions in excess of the threshold amounts in the calendar year prior to the year the contract was awarded and the calendar year of the contract award:

Check here if disclosure is provided in electronic form.

Entity	Contributor Name	Recipient Name	Date	Dollar Amount
Candidate of elective municipal office in Hoboken				
Candidate Committee of candidate to elective municipal office in Hoboken				
Joint Candidate Committee of candidates any of whom are running for elective municipal office in Hoboken				
Individual who currently holds an elective municipal office in Hoboken				
Hudson County political Party committee				
Continuing political committee or political action committee that financially supports Hoboken or Hudson County candidates				

STOCKHOLDER/INTEREST HOLDER DISCLOSURE CERTIFICATION

Name of Business: _____

*****Check one of the two listed boxes below***:**

I certify that the list below contains the names and home addresses of all stockholders and/or interest holders which hold 10% or more of the issued and outstanding stock of the undersigned

OR

I certify that no one stockholder and/or interest holder owns 10% or more of the issued and outstanding stock and/or interests of the undersigned

*****Check the box that represents the type of business organization***:**

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Limited Partnership | | |

Sign and notarize the form below, and, if necessary complete the stockholder list below.
Stockholders / Interest Holders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me on this _____ day of _____, 20_____.

(Affiant)

(Notary Public)

My commission expires: _____

(Print name & title of affiant)

HOBOKEN CITY CODE §20A

(Relevant Portions Reproduced Below- Full Text Available at: <https://www.ecode360.com/15244897>)

§20A-11

Preamble.

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.

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

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.

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

It shall be the policy of the City of Hoboken 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 Hoboken.

§ 20A-11.1

Definitions.

Whenever a term used in this section is not herein defined, the definition found in the New Jersey Campaign Contributions and Expenditures Report Act, N.J.S.A. 19:44A-1 et seq., or the definitions found in the regulations promulgated thereunder, known as "Regulations of the New Jersey Election Law Enforcement Commission," N.J.A.C. 19:25-1.1 et seq., shall govern for purposes of this chapter.

§ 20A-12

Prohibition on awarding public contracts to certain contributors.

A. To the extent that it is not inconsistent with state or federal law, the City of Hoboken and any of its departments, instrumentalities or any independent authority created thereby 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 brokerage or other consulting service (hereinafter "professional services"), nor "extraordinary unspecifiable services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-59(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "extraordinary unspecifiable services") from any entity, including nonemergency contracts awarded by N.J.S.A. 40A:11 et seq., or the fair and open process pursuant to N.J.S.A. 19:44A-20 et seq.), if such entity has solicited for or made any "contribution" reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.), which definition includes loans and transfers of money or other thing(s) of value, all pledges or other commitments or assumptions of liability to make any such transfers (hereinafter "contribution"), to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Hoboken or any person serving in an elective municipal office in Hoboken or to any Hoboken or Hudson County political committee or political party committee or to any continuing political committee or political action committee that engaged in the support of Hoboken municipal or Hudson County elections and/or Hoboken 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 D within one calendar year immediately preceding the date of the contract or agreement. Contributions will be considered to have occurred on the date of deposit, execution or transfer of rights.

B. No entity or vendor who submits a proposal for, enters into negotiations for or enters into any contract or agreement (including nonemergency contracts awarded by N.J.S.A. 40A:11-1 et seq., or the fair and open process pursuant to N.J.S.A. 19:44A-20 et seq.) with the City of Hoboken or any of its departments, instrumentalities or independent authorities created thereby for the rendition of professional services or extraordinary unspecifiable services shall knowingly solicit or make any contribution to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Hoboken or any person serving in an elective municipal office in Hoboken or to any Hoboken or Hudson County political committee or political party committee or any PAC which meets the requirements set forth in § 20A-12A between the time of first communication between that business entity or vendor and the municipality regarding a specific agreement for professional services or extraordinary unspecifiable services and the latest of the following: termination of negotiations; rejection of any proposal or the termination of the contract or agreement.

C. For purposes of this article, entities whose contributions are regulated by this article mean:

- (1) An individual, including the individual's spouse, and any child or children; or
- (2) Any sole proprietorship, firm, corporation, professional corporation, partnership and any partner thereof, limited-liability company, limited-liability partnership and any partner thereof, organization, association or any other legal commercial entity organized under the laws of the State of New Jersey or of any other state or foreign jurisdiction;

(3) Any principal, stakeholder, partner, or other person who owns or controls 10% or more of the equity, profits, assets, stock, ownership or income interests in a person or entity as defined in Subsection C(1) and (2) above, and any determination of percentage, ownership or control will combine the individual interests as well as those of the individual's spouses and child or children;

(4) All partners or officers of such an entity, in the aggregate, and their spouses and child or children; and

(5) Any subsidiaries directly or indirectly owned or controlled by the business entity, person or individual; or

(6) Any political organization organized under Section 527 of the Internal Revenue Code (26 U.S.C. § 527) that is directly or indirectly controlled by the business entity, person or individual, other than a candidate committee, election fund or political party committee.

D. The monetary thresholds of this article are a maximum of \$300 each for any purpose to any candidate or candidate committee for elective municipal office in Hoboken or any holder of elective municipal office in Hoboken, or \$500 to any joint candidates committee for elective municipal office in Hoboken or any holder of elective municipal office in Hoboken or \$300 to any political committee or political party committee of the City of Hoboken; \$500 to any Hudson County political committee or political party committee; \$500 to any PAC which meets the requirements set forth in § 20A-12A. However, any individual or group of persons meeting the definition of "entity" provided in Subsection C above shall not annually contribute for any purpose in excess of \$2,500 to all City of Hoboken candidates, candidate committees, joint candidate committees and holders of elective municipal office and all City of Hoboken or Hudson County political committees and political party committees and all PACs, combined, without violating Subsection A of this section.

§ 20A-13

Contributions and contracts made prior to the effective date.

Contributions or solicitations of contributions made prior to the effective date of the most recent amendment to this article shall be governed by the language of the article effective at the time of contribution. Contributions or solicitations of contributions made on or after the effective date of the most recent amendment to this article shall be governed by the current article. Any contract in effect at the time of any amendment to this article shall be governed by the current article.

§ 20A-14

Contribution statement by professional business entity.

A. Every contract, request for proposals, request for qualifications and bid specification covered by this article shall contain:

(1) A provision describing the requirements of this article or reference to this article and directions for obtaining the requirements of this article.

(2) A statement that compliance with this article shall be a material term and condition of any contract awarded.

(3) A statement indicating that the requirements of this article shall create a continuing obligation on the vendor.

(4) A description of the penalties for which the vendor will be liable in the event of a failure to comply with the provisions of this article; said description shall state that unless remedied in accordance with § 20A-15 of this article, a violation of this article shall be considered a material breach of the contract which shall result in enforcement of the penalties described in § 20A-17 of this article.

B. Prior to awarding any contract or agreement to procure professional services or extraordinary unspecifiable service from any entity, the City of Hoboken or its departments, instrumentalities or authorities, as the case may be, shall receive a written certification from the intended recipient of said contract, made under penalty of perjury, that he/she/it has not made any contributions in violation of this article. The City of Hoboken, its departments, instrumentalities or authorities shall be responsible for informing the City Council that the aforementioned written certification has been received and that the entity is not in violation of this article, prior to awarding the contract or agreement.

C. The recipient of said contract or agreement shall have a continuing duty to report any violations of this article that may occur during the proposal process, negotiations, duration of the contract period or the completion of the performance of that contract or agreement. The certification required under this section shall be made prior to entry into the contract or agreement with the City of Hoboken 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.

§ 20A-15

Return of excess contributions.

A. A recipient of a contract for professional services or extraordinary unspecifiable services may cure a violation of § 20A-12 of this article if, within 45 days after the date of the contribution, the contract recipient notifies the municipality, in writing, and seeks and, within 45 days after the date of the contribution, receives reimbursement of the contribution from the recipient of such excess contribution.

B. Except that it shall be presumed that any contribution that violate this article, made within 60 days of an election of candidates for elective office in the City of Hoboken, was not made inadvertently, and such contributions shall not be eligible for reimbursement; thereby, the entity making such contributions cannot remedy the violation of § 20A-12 of this article.

§ 20A-16

Exemptions.

The contribution limitations prior to entering into a contract in § 20A-12A do not apply to contracts which 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

are awarded in the case of emergency under N.J.S.A. 40A:11-6. There shall be no exemption for contracts awarded pursuant to a fair and open process under N.J.S.A. 19:44A-20 et seq.

§ 20A-17

Violations and penalties.

A. It shall be a material breach, by the vendor, of the terms of the agreement or contract for professional services or extraordinary unspecifiable services, as the term is defined in § 20A-12, when a recipient of such agreement or contract.

- (1) Makes or solicits a contribution in violation of this article;
- (2) Knowingly conceals or misrepresents a contribution given or received;
- (3) Makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) Makes or solicits any contribution on the condition or with the agreement that it will be recontributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Hoboken or any holder of elective municipal office in the City of Hoboken or any Hoboken or Hudson County political committee or political party committee or any PAC;
- (5) Engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant will make or solicit any contribution, which if made or solicited by the entity itself would subject that entity to the restriction of this article;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members and employees;
- (7) Engages in any exchange of contributions to circumvent the intent of this article; or
- (8) Directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this article.

B. Furthermore, any business entity that violates § 20A-17A(2) through (8) shall be disqualified from eligibility for future contracts with the City of Hoboken, its departments, instrumentalities or any independent authority created thereby for a period of four calendar years from the date of the violation.

§ 20A-18

Citizens private right of action.

Notwithstanding any other common right of law, any Hoboken citizen or citizen's group shall have the right to sue any or all entities in violation of this article, including the business entity awarded a contract or agreement to provide professional services or extraordinary unspecifiable services, as defined in § 20A-12, the candidate or committee as specified in § 20A-12A above and/or the City of Hoboken, in order to compel those entities to comply with this article.

§ 20A-19

Severability.

If any provision of this article or the application of any such provision to any person or circumstances shall be held invalid, the remainder of this article, to the extent it can be given effect, or the application of such provision to persons or circumstances other than those which it is held invalid shall not be affected thereby, and to this extent the provisions of this article, are severable. The drafters of this article, the persons signing the petition in support of this article and the persons who cast votes in favor of the article declare that they would have supported the article 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.

§ 20A-20

Repealer.

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