

**REQUEST FOR PROPOSALS:****PRELIMINARY ENGINEERING AND DESIGN**

Pedestrian Bridge over Route 440

Between the 34<sup>th</sup> Street LRT Station and

The Peninsula at Bayonne Harbor (PABH)

The City of Bayonne (City) is seeking consultant preliminary engineering and design services required to successfully complete the Preliminary Engineering (PE) phase of North Jersey Transportation Planning Authority's (NJTPA) Local Capital Project Delivery (LCPD) Program. The purpose of this effort is to develop preliminary engineering and design for a proposed Pedestrian Bridge over New Jersey State Highway Route 440 between the existing 34<sup>th</sup> Street Hudson Bergen Light Rail (HBLRT) station and the Peninsula at Bayonne Harbor (PABH) in the City of Bayonne resulting the approval of a National Environmental Policy Act document accepted by the Interagency Review Committee.

Primary tasks to be performed by the Consultant shall include, but not be limited to the following:

- Develop detailed preliminary engineering plans based upon the completed concept
- Complete a detailed topographic and ROW survey
- Geotechnical Investigation
- Complete a NEPA CatX

The City invites all firms pre-qualified by the New Jersey Department of Transportation (NJDOT) with relevant experience in this area to submit proposals for this project. Responses to the RFP (Request for Proposal) are due by 11:00 AM on 1/14/2025. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.3 et seq. , and as such, contractors are exempt from the limitations on making political contributions under the law. Further, for that reason, as well as because of language in New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.3 et seq. and N.J.S.A. 19:44A-20.25 et seq., will not adversely affect your consideration for award.

**BACKGROUND**

The purpose of this solicitation is to retain one consultant to provide preliminary engineering and design services for the following City project that is part of the NJTPA's LCPD Program: Pedestrian Bridge over Route 440 in the City of Bayonne.

The contract, if awarded, will be funded by a Federal Highway Administration (FHWA) grant, and executed by the City. Accordingly, the selected Consultant will be required to comply with all applicable federal regulations and contracting provisions required by the City and the federal and state funding authorities. Additionally, all provisions of the City's contract with the NJDOT, the prime recipient of the federal grant, will be passed on to the Consultant.

By way of background, this bridge will connect the 34<sup>th</sup> Street Hudson Bergen Light Rail Transit station to the Peninsula at Bayonne Harbor. The PABH is 620 acres of land which was the former Military Ocean Terminal, Bayonne (MOTBY). The government decommissioned the base in the late 1990's and turned it over to the City of Bayonne. Extensive redevelopment efforts have resulted in approvals for more the 3,000 housing units, a hotel and commercial properties and the Hudson Riverfront Walkway. The site is the port for Royal Caribbean, the Port Authority of New York and New Jersey, and a future ferry terminal. Plans for the bridge were anticipated by NJ Transit when the LRT station opened and accommodated in the Master Plan for the Peninsula at Bayonne Harbor. Successful completion will enhance intermodal connections and Transit Oriented Development.

## **SCOPE OF WORK**

The Scope of Work (SOW) outlined in this section defines the work required to successfully complete the PE phase of the Local Capital Project Delivery (LCPD) Program, and to be eligible to receive federal funding for final design and construction support services. The Consultant shall be responsible for conducting the PE phase for a Pedestrian Bridge over Route 440 between the 34<sup>th</sup> Street LRT station and the PABH in the City. The Consultant shall thoroughly review the Concept Development Report and any other information made available as part of this RFP, as well as to determine the adequacy of the said information to be utilized for this project. The Consultant is required to utilize the available information for the proposal and the project to the greatest extent possible. Any additional work deemed necessary by the Consultant to verify and/or supplement the existing report(s) and plans beyond those described in the SOW contained herein must be identified, justified, and the scope of additional work clearly detailed in the proposal.

The PE phase shall be conducted, and the PE Report developed in coordination with the City and NJDOT. The PE Report will be reviewed by the NJDOT Bureau of Local Aid (NJDOT-LA). For the PE phase, the City will be responsible for administering the Consultant contract for professional services and managing the Consultant's work. The NJDOT-LA will ensure that the project delivery process is being followed and the City will manage the technical engineering aspects of the contract. The project team is made up of the City, NJDOT-LA, NJDOT Major Access, and the NJDOT-BEPR which will work with the selected Consultant to ensure the project is delivered according to all appropriate local, state, and federal standards as possible. Throughout the process, the project must comply with FHWA and NJDOT requirements/regulations, including the American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), and NJDOT guidance documents, manuals, and standards.

All deliverables are subject to the City's review and approval. Deliverables must be submitted first in draft form for review by the City; the City will then submit the draft to the NJDOT for review, distribution to other agencies as necessary, and approval. The Consultant will revise the draft to reflect comments received. A minimum of two weeks should be assumed for the City's or any outside agency's review, unless otherwise specified. Following revisions, final documents shall be submitted. Final documents responding to the City's comments shall be completed within two weeks of receiving those comments. The Consultant shall also clearly identify changes to the draft document when the final document is

submitted. The City will also forward the document to the NJDOT for review. The City shall accept the deliverable when it is determined that the applicable deliverable meets the required criteria. Unless otherwise specified, six (6) color copies (double-sided as appropriate) shall be required for all final technical memoranda, reports, plans, specifications, estimates, or other deliverables produced for this project. FHWA, NJDOT, and NJTPA approvals are required for the project to be eligible for federal funding of Final Design, right-of-way acquisition, and construction. It also allows for the project to be eligible for inclusion in the Transportation Improvement Program (TIP).

All interim and final project deliverables shall also be submitted in electronic format (on flash drive, via e-mail, or FTP site, as specified by the City). Memoranda and reports shall be submitted in both Word and PDF format to allow for easy printing of additional copies and editable format (i.e., Microsoft Word for text; Microsoft Excel for graphs and tables and/or Microsoft PowerPoint for presentations, as applicable).

All GIS datasets shall be submitted in accordance with NJDOT procedures.

All Consultants should be familiar with the NJDOT Quality Management Guideline which describes the standards for data submission. These standards are established to assist in the interagency sharing process and create trust in the data products published by the NJTPA. All electronic data files produced must be documented consistently.

The Consultant shall be responsible for establishing contacts and coordinating the design with other owners/agencies whose facilities or operations have an impact upon or will be impacted by, or are adjacent to the project, in order to obtain their consent, requirements, or concerns. The NJDOT Standard Specifications for Road and Bridge Construction (2019 Edition) and the most current NJDOT Special Provisions for Federal Aid Projects shall be utilized in preparing preliminary engineering plans, preliminary cost estimates, and Final Design and Construction cost estimates.

The design of the project shall conform to the CD phase's PPA as approved by the City, NJDOT, and FHWA. The scope of work shall include, but not be limited to, the items listed below. These activities are to be considered a starting point for the Consultant to configure their proposals and the Consultant is encouraged to develop their proposal in a manner most appropriate to effectively accomplish the stated goals of the project and produce quality deliverables. Note that although these activities are presented below in sequential order, the Consultant might find it beneficial to conduct work on different activities in parallel; detailed budgets shall be provided for each specific activity.

### ***Task 1: Project Management***

#### **A. Initiate Preliminary Engineering**

This activity shall include performing project management duties and responsibilities necessary to advance the project through the PE Phase, in accordance with the NJDOT-LA's guidance. Work efforts associated with this task shall include budgeting, scheduling, reporting, meetings, meeting minutes, coordination, and reviews.

The Consultant shall establish an effective means of coordinating and reporting its activities using a file sharing service such as Microsoft OneDrive or similar as well as other software that coordinates well with Microsoft Office 365 throughout the course of the project to ensure the expeditious exchange of information.

A detailed project schedule that reflects the notice-to-proceed date shall be submitted at the kick-off meeting for review and approval and reviewed regularly during the PE Phase. If any schedule deviations occur, the Consultant shall identify and provide justification for deviations from the standing project schedule.

Administrative activities shall include the preparation and filing of all project correspondences, memorandums, meeting agenda, and minutes, transmittals, etc. in electronic media.

Reporting and invoicing requirements shall be in accordance with NJDOT standard contract provisions. In general, the Consultant shall be responsible for preparing and submitting monthly progress reports and quarterly progress schedules to the Project Manager indicating percent of work complete that corresponds to the reporting period of the monthly invoice. The progress reports shall include all active and completed tasks and shall indicate the percent of work complete (total and by task), work and submittals completed in the last month and to be performed in the next billing period, meetings, actions/decisions required by the Project Team, and the status of the schedule and budget.

The City will hold a kick-off meeting with the Consultant, NJDOT, and NJTPA to discuss the project, including the design decisions documented in the DCR, and commence the PE Phase of the project. The Consultant will prepare Meeting Minutes documenting the kick-off meeting.

B. Design Communications Report

The Consultant shall maintain a Design Communications Report (DCR) throughout the PE Phase consistent with NJDOT guidelines. The DCR shall provide a record of all relevant communication, decisions, agreements, and approvals that occur between the Consultant, City, NJDOT, and stakeholders. The Consultant shall clearly outline in their proposal, the methods, and procedures for maintaining the DCR.

C. Federal Requirements

The project is federally funded. Federally funded projects are required to follow the federal process. It is the responsibility of the Consultant to be up to date on all federally required reporting procedures and forms and to make required submissions on time throughout the contract closeout.

D. Progress Meetings and Agency Coordination

The Consultant shall be responsible for coordinating all project meetings, preparation, and distribution of all meeting agendas including handouts if applicable, and meeting minutes. All design related and decision-making actions shall be noted in the DCR, as further described above.

The number of meetings will vary and shall be reflected in the Consultants technical proposal, for review and approval by the City and NJDOT. These meetings may be virtual meetings via Microsoft Teams and may include the following:

- Monthly status meetings for the duration of the project, either virtual video conference or in-person meetings.
- One Stakeholder Meeting
- One Public Information Center

The Consultant is responsible for the preparation of any necessary displays, presentations, and handouts for these meetings. The Consultant shall also be responsible for documentation of all such meetings and will forward copies of said documentation to the City.

E. Hold Diagnostic Team Meeting

The Consultant shall schedule a diagnostic team meeting with NJ Transit, Conrail, and the City to gather expert testimony and develop recommendations from the railroad experts on how the project affects their property and to discuss what coordination is required throughout the project. The Consultant provides plans identifying the proposed impacts to railroad property to meeting attendees prior to the meeting and shall prepare minutes to be distributed after the meeting.

F. Interagency Review Committee Coordination

The Interagency Review Committee (IRC) is composed of representatives from NJDOT-LA, NJDOT-BEPR, NJ Transit, and the FHWA to accept the work performed on the project in the PE phase. An IRC meeting will be scheduled by NJDOT-LA at the conclusion of the phase. The Consultant and Project Manager will be required to prepare and distribute appropriate handouts before the IRC and make a presentation at the IRC. The Consultant shall coordinate with the IRC regarding the meeting agenda topics and objectives. The Consultant shall assume one IRC meeting. Since this project will impact a state highway, NJDOT Major Access and NJDOT SMEs (Subject Matter Experts) will also be involved in the reviews.

G. Quality Assurance and Quality Control

The Consultant shall develop and submit in the technical proposal a quality assurance and quality control plan, which is to be used to achieve and sustain a high standard of performance by Consultant personnel. The plan shall include quality control organization, employee responsibilities, and specific procedures that are to be followed to ensure the quality of the product.

H. Monthly Invoicing and Progress Reports

Monthly progress reports shall be submitted to the City summarizing the progress on the various tasks/subtasks. The reports shall depict the percentage of work finished and the amount of funds and man-hours expended for each task. Included in the monthly report will be a detailed narrative of work performed that period, if the project is on schedule or identifying and justifying schedule

slippages, an updated project schedule, and a completed progress report. The Consultant shall provide the invoice in electronic format for City review and approval.

I. Create FD Schedule

The Consultant will create an active schedule for the FD phase in Primavera based on the standard FD schedule template and submit it to the City for review. The City will negotiate the draft schedule with the Consultant.

J. Develop FD Designer Fee Proposal

If the City elects to retain the PE phase designer to perform professional engineering design services for the FD phase of the project, the Consultant will prepare a fee proposal utilizing the FD scope statement and forward the proposal to the City for review and approval. The City will ensure the fee proposal is prepared in accordance with the City's internal fee proposal for the FD phase.

***Deliverables for Task 1***

- Detailed project schedule covering the PE phase activities.
- Monthly invoices including progress reports and DCR entries.
- Agendas, displays, presentations, and handouts (as required) for all meetings scheduled by the Consultant.
- Minutes of all meetings scheduled by the Consultant.
- IRC meeting handouts, presentation, and minutes.
- Quality Assurance and Quality Control Plan.
- Final Design Schedule.
- Final Design Fee Proposal (if approved by the City).

***Task 2: Survey***

A. Prepare Survey Control Report

The Consultant will conduct a control survey and prepare a control survey report. This report consists of the control survey and data required to establish primary and photogrammetry control. The Consultant will complete the control survey report and submit it to the City for review and approval.

B. Conduct Topographic Survey

The Consultant will conduct a topographic survey that provides documentation, within specific project limits and offsets, of the site's existing field conditions including but not limited to existing baselines, centerlines, existing and proposed right of way lines, structure elevations, drainage systems, utility lines, landscape features, Intelligent Transportation Systems (ITS) facilities, soil borings, control points, and elevations. The topographic survey may supplement any necessary photogrammetric survey or GIS work. The topographic survey may begin once control survey points are established by the surveyor. A project survey report is prepared by the surveyor and submitted to the County for review and approval.

C. Prepare Base Maps

The Consultant will develop base maps which depict in detail the required existing topography. The base maps also include the roadway baselines, baseline information, and existing right of way deed search results. This data is to be provided in accordance with NJDOT CAD standards.

***Deliverable for Task 2:***

- Survey Control Report

***Task 3: Roadway Engineering***

A. Prepare Horizontal and Vertical Geometry

The Consultant will use the PPA as a guide to layout the proposed geometric alignment and to calculate the horizontal and vertical geometry. The horizontal geometry will include the development of a baseline for Route 440 and a baseline for the pedestrian bridge. The horizontal geometry shall be tied into the existing base map to produce an accurate depiction of the proposed impacts. The proposed vertical geometry will only include the pedestrian bridge and will depict the tangent grades, lengths of vertical curve, vertical under clearances, and any low and high points.

The Consultant will develop typical section(s) to depict proposed roadway design elements such as lane, shoulder, median, bicycle lane, and border widths and cross slopes. When necessary, the following roadside details such as berm, curb, or umbrella section, beam guardrail offset, utility pole location, sidewalk location, cut and fill slopes, swales, ditches, ROW line, and proposed pavement must be shown and dimensioned. Where applicable, locations and offsets of structural elements such as bridge parapets shall be coordinated with roadway typical sections and depicted as necessary to adhere to acceptable geometric and safety standards.

B. Determine Traffic Engineering Facility Locations

The Consultant shall prepare a lighting warrant analysis report (vehicle and/or pedestrian) and submit to the City and the NJDOT's Bureau of Traffic Signal and Safety Engineering for review and comment. If warranted, prepare conceptual level plans for the layout of lighting design, guide signs, and/or regulatory traffic control devices to determine any associated right-of-way needs. Right-of-way needs may include locations of overhead signs and lighting structures or traffic signal facilities. Identify and resolve any potential underground or aerial utility conflicts.

C. Update Preliminary Detour and Construction Staging Plans

The proposed PPA for this project utilizes detours as well as staged construction. The Consultant will prepare preliminary detour plans based on the detour route studied in the CD phase and update the construction staging plans that were developed during the CD phase to reflect the PE phase design changes to the PPA. The Consultant will also update the construction sequence narrative.

D. Analyze Substandard Design Elements and Prepare Design Exception Report

Upon completing the geometry, substandard design elements are reviewed. If it is not practical or possible for a design element to meet the minimum design standards for a roadway or bridge, a Design Exception is required. The Consultant will prepare a Design Exception Report and include it as an appendix to the Preliminary Engineering Report. The Design Exception process is required because the design phase and construction phase are funded with federal aid. The Design Exception Report may require approval from the City, NJDOT, and FHWA and should be obtained early in the Preliminary Engineering phase. If applicable, the Designer shall send the Design Exception Report and available project plans and related information to the NJDOT Local Aid who will consult with NJDOT Geometric Solutions Unit (within capital programs support) for initial review. Once the initial review has been completed and all comments have been addressed, the designer shall submit two copies of the final Design Exception Report plus a flash drive of the electronics files in PDF format to Geometric Solutions. The final Design Exception Report will then be sent to the State Transportation Engineering for formal approval. Factors to be considered when approving the Design Exception Report include project scope, crash data, cost of the improvement, and negative social, economic, and environmental impacts.

E. Prepare Preliminary Roadway Plans

Preliminary Roadway Plans are developed to the extent possible to provide the City and the NJDOT Local Aid with reasonable assurance that the design of the project is proceeding in a reasonable manner and that all areas that can have a major impact on the design of the project were considered. Plans will vary depending on the scope of the project and disciplines involved. The following is a list of typical plan sheets submitted for the PE phase:

- Key Sheet
- Typical Sections
- Construction Plans with ROW impacts
- Environmental Plans
- Drainage Plans
- Profiles
- Survey Ties
- Grades
- Cross-section showing finished grade only.
- Signing, Striping, and Signal Plans
- Staging/Traffic Control Plans
- Highway Lighting Plans

***Deliverables for Task 3:***

- Lighting Warrant Analysis Report
- Preliminary Detour Plans
- Updated Construction Staging Plans

- Preliminary Construction Staging Narrative
- Design Exception Report (if required)
- Preliminary Roadway Plans

#### ***Task 4: Structural Engineering***

##### **A. Structural Inspection and Analysis of Existing Pedestrian Structure**

The Consultant will perform a detailed (hands-on) inspection of the existing pier for the pedestrian structure at the 34<sup>th</sup> Street HBLR Station to determine the existing conditions of the pier.

Additionally, the Consultant shall acquire as-built plans, as needed, to supplement those provided in the CD Report in order to perform a structural analysis of the existing pedestrian bridge. The Consultant shall analyze the existing structure to determine its ability to support loads applied by the proposed pedestrian bridge. A memorandum summarizing this analysis shall be prepared and submitted to the City for review and appended to the PE Report.

##### **B. Conduct Preliminary Engineering Constructability-Risk Analysis Workshop**

The Consultant will provide the updated preliminary detour and construction staging plans, updated utility risk assessment plan, preliminary geotechnical engineering report, risk register and related information to NJDOT Construction Management unit and will coordinate the scheduling of a Preliminary Engineering Constructability-Risk Analysis (PECRA) Workshop on the proposed project.

The Consultant, City, and Construction Management unit will facilitate the PECRA Workshop, which will provide an opportunity for members of Construction Management, Traffic Operations, Regional Maintenance Engineering, Utility Engineering, and select SMEs to collaborate and review identified risks and opportunities, review risk response strategies, and identify any risks not previously identified in the Risk Register.

The PECRA Workshop group will provide comments on construction methods, construction staging and duration, to potentially avoid or mitigate constructability or utility risks, and help to develop a reasonable construction cost estimate. The PECRA Workshop group will perform a maintenance review, to minimize long term maintenance costs, and review of the traffic impacts during construction.

The Consultant shall review the results of the PECRA Workshop for any identified constructability or maintenance risks. Update the risk register if new risks or changes to existing risks are identified from the PECRA Workshop. Incorporate the recommendations resulting from the PECRA Workshop into the related plans, estimates, and risk documents.

##### **C. Prepare Construction Cost Estimates**

The Consultant will prepare the construction cost estimate based on the plans developed during preliminary engineering activities and the recommendations from the PECRA Workshop. The construction cost estimate shall utilize standard pay items from the latest NJDOT pay item list, unit prices obtained from the AASHTOW are cost estimating software and/or NJDOT bid price reports and shall be supplemented with engineering judgment where applicable. The construction cost

estimate is necessary to properly program construction funds for the project. The Consultant submits the construction cost estimate to the City for review and comment.

D. Prepare Structural Design Recommendation Summary

The Consultant will prepare a Structural Design Recommendation Summary that documents the structural selection as recommended in the CD phase including analysis of the existing structure's ability to support the proposed bridge, proposed bridge type and material, preliminary design of the east landing building including stairs and elevator, preliminary substructure design, aesthetic treatments, constructability, utility, right-of-way, and environmental impacts.

***Deliverables for Task 4:***

- Memorandum summarizing findings of structural inspection and existing pedestrian bridge analysis.
- Preliminary Engineering Constructability-Risk Analysis Workshop Minutes.
- Preliminary Construction Cost Estimates.
- Structural Design Recommendation Summary

***Task 5: Geotechnical Engineering***

A. Develop and Perform Subsurface Exploration Program

The Consultant shall develop a subsurface exploration program, which consists of borings and in-situ testing, and specifications necessary to initiate the subsurface explorations. The purpose of the subsurface exploration program is to acquire subsurface geotechnical data to be used in the preliminary design. If any geotechnical-related risks are identified, the Consultant shall notify the City Project Manager and update the project's risk register and implement the geotechnical risk response action plan as appropriate. The subsurface exploration program may also include geophysical and geologic surveys. The Consultant identifies the need for subsurface exploration and in-situ testing to evaluate foundation support, settlement, slope stability, and groundwater conditions and determines the general geology of the project site. The Consultant determines the number, location, and depth of borings, the depth and types of samples and the in-situ testing required for the geotechnical design of structure foundations utilizing the NJDOT Design Manual for Bridges & Structures. The Consultant prepares a boring and in-situ testing layout plan and boring contract specifications and submits to the City for review and comment. The City reviews the submission and provides comments to the Consultant. The Consultant updates the plans and specifications and resubmits to the City for approval. The City provides approval to advertise the soil boring contract.

The Consultant shall procure the services of a drilling or other specialty contractor to conduct the subsurface investigation. The specialty contractor conducts drilling, sampling, and in-situ testing under the supervision of the Consultant who classifies the samples. The Consultant gathers field data (detailed mapping of rock exposures and identification) for rock cut areas. The Consultant prepares the laboratory testing program and submits the program to the City for review and approval. Upon approval, the Consultant sends the samples for laboratory analysis. The Consultant

gathers and reviews the subsurface (soil boring logs, soil lab testing data, in-situ testing data) and ground water information in the project site and at the structure location. The Consultant determines the soil parameters and soil profile at each structure site required for the analysis and design of the foundation type.

**B. Prepare Preliminary Geotechnical Report**

The Consultant will gather existing soil information using NJDOT GDMS (on-line soil boring data), information obtained during the CD phase, soil boring logs obtained during the PE phase, Engineering Soil Survey Report by Rutgers university, available geologic publications, and as-built plans to conduct a geotechnical study and to prepare a Preliminary Geotechnical Engineering Report.

***Deliverables for Task 5:***

- Subsurface Exploration Program Plan
- Preliminary Geotechnical Engineering Report

***Task 6: Drainage Management, Hydrology and Hydraulics***

**A. Prepare Preliminary Drainage Design**

The Consultant will determine the footprint of the proposed stormwater runoff system and determine conflicts with underground utilities. A Preliminary Drainage Design Report shall be prepared. The Preliminary Drainage Analysis Report shall recommend a design for the discharge of water, and a preliminary analysis of its effects on the existing system. The preliminary drainage analysis shall take into consideration the latest NJDEP regulations regarding water quality and stormwater management. Improvements to existing stormwater drainage systems shall be designed based on calculated tributary drainage areas and to accommodate a 25-year storm event.

Additionally, the Preliminary Drainage Analysis Report, at a minimum, shall include:

- Delineation of the drainage area tributary to the project and determination of the runoff per NJDEP requirements
- Determination of runoff to all inlet points in accordance with NJDEP requirements
- Determination of the need and preliminary design of any stormwater management facilities in accordance with consultant expertise and based on input received during NJDEP pre-application meetings.
- Preliminary design of a drainage system connecting to the existing system in accordance with NJDEP requirements

The Consultant shall complete only the level of drainage design required to obtain an approved environmental document and an approved Design Exception Report (if required).

***Deliverable for Task 6:***

- Preliminary Drainage Design Report

### **Task 7: Right of Way Documents and Access Plan**

#### **A. Prepare ROW Report**

The Consultant shall review the existing information and update as necessary in order to prepare the Right-of-way (ROW) Report that reflects the potential acquisition of all lands required for the project. The ROW Report shall also include temporary and permanent easements for utility relocation and/or construction staging. The ROW Report will be regularly updated and re-submitted as required.

#### **B. Initiate ROW Impact Plan**

The Consultant shall prepare the ROW Impact Plan (preliminary General Property Parcel Maps (GPPM)) to accurately depict all ROW impacts (acquisitions) required for proposed improvements; including wetland and riparian buffer mitigation if anticipated. The plans will indicate the block and lot numbers along with the owners' names and the acquisition area for each parcel. The ROW Impact Plan will also indicate any recent preliminary and final site plan approvals as well as any temporary or permanent utility or construction easements. This plan also will be used to prepare the Initial ROW estimate. The Consultant will submit the ROW Impact Plan to the City for review and approval.

#### **C. Hold ROW Kickoff Meeting**

The Consultant shall work with the City and NJDOT to schedule a ROW Kick-off Meeting. During the meeting, the designer may request ROW Engineering to provide parcel numbers which will be used to update the ROW Impact Plan. The Consultant shall prepare meeting materials and develop meeting minutes.

#### **D. Prepare Initial ROW Estimate**

The Consultant will develop the initial ROW estimate based on the approved ROW Impact Plan, inclusive of potential sites for wetlands and riparian buffer mitigation. If specific environmental mitigation parcels have not been identified, an anticipated cost should be included for all environmental mitigation. The Consultant shall submit the ROW estimate to the City for review and approval.

### **Deliverables for Task 7:**

- Right-of-way Impact Plan.
- Right-of-way Kickoff Meeting handouts and minutes.
- Right-of-way Estimate.

### **Task 8: Utility Engineering**

During the CD phase, utility owners were contacted utilizing Utility Contact Letter No. 1 and were provided with a project location map to verify the existing facilities within the project limits and to establish a contact person who will be assigned to the project for future coordination. Utility

coordination and conflict identification are performed in the PE phase with a detailed analysis including a Utility Risk Analysis, coordinating with utility owners for concurrence and preparing Utility Agreements.

A. Prepare Utility Base Plans.

The Consultant will prepare utility base plans from field survey data and utility plan information to show existing utility facilities.

B. Send Utility Contact Letter No. 2 and Plans to Utility Companies

The Consultant will submit Utility Contact Letter No. 2 and two sets of the utility base plans to each utility company to identify/confirm their existing facilities on the utility base plans.

C. Conduct Utility Risk Analysis, Update Base Plans & Identify Conflicts

The Consultant shall coordinate with the affected utility companies and incorporate the collective utility company comments onto the base maps and update the Utility Risk Assessment Plan. The potential utility conflicts between existing utilities and proposed design will be identified. The Consultant and utility companies will identify potential subsurface utility engineering (SUE) test pit locations to verify the exact location of utilities. The Consultant will identify all potential utility conflicts as a result of the PPA and their impacts on the project objectives.

D. Conduct Subsurface Utility Engineering (SUE)

The Consultant will conduct SUE in order to determine the exact location of underground utilities. Depending upon the type of utility and potential design conflict, several SUE methods can be utilized. If only horizontal location is needed, underground utilities may be located remotely using ground penetrating radar (GPR), metal detectors or similar devices. This method will not provide utility depth. If depths of utilities are needed, the Consultant will arrange for a SUE Contractor or the utility company to dig subsurface test pits. Test pits are not needed to locate every utility and should only be used in locating utilities that have a potential conflict. Prior to conducting SUE test pits, the Consultant must confirm with the utility company if previous SUE test pits have been performed for the conflict area and if horizontal and vertical data exists. The City must approve the proposed SUE test pit locations. Test pits are dug to locate underground utilities and link locations to physical features in the field by a survey crew. The Consultant will prepare a SUE test pit report and include the survey notes from the SUE Contractor or utility company with the report.

***Deliverables for Task 8:***

- Utility Contact Letter No. 2 and Responses.
- Updated Utility Risk Assessment Plan.
- Proposed SUE test pit locations to City for review and approval (if required).
- SUE test pit report including survey notes from SUE Contractor or utility company (if required).

***Task 9: Environmental Documents***

A. NEPA Documentation

Since the project is considered a federal action due to funding, the project will be subject to review pursuant to the National Environmental Policy Act (NEPA). Based on the level of potential impacts associated with the PPA along with the strong public support for the project, it is anticipated that the appropriate NEPA document would be a Certified Categorical Exclusion Document (CCED). The consultant shall prepare all NEPA documentation for NJDOT to review and approve the CCED. This will include coordination meetings with the City and NJDOT, a desktop analysis of environmental constraints, field investigation as necessary and environmental constraints mapping to evaluate impacts relating to noise, air quality, natural ecosystems and water resources, threatened and endangered species, communities/ROW takes, disadvantaged populations/Environmental Justice, historic and archaeological resources/Section 106, hazardous waste/contaminated areas, and Section 4(f) resources. Where adverse environmental impacts are likely to occur, the level of analysis should be sufficient to determine the extent of impacts, identify appropriate mitigation measures, and address known and foreseeable public agency and purpose and need concerns. Technical support for coordination with federal and state agencies, including Section 7, Section 4(f) and Section 106, through the City and NJDOT should be performed if required.

B. Section 106 – Cultural Resources

The Consultant's shall support the Cultural Resources (Section 106) initiation process by determining the Area of Potential Effect (APE) for architecture and archeology as well as identifying consulting/interested parties, public involvement, identification of historic properties and cultural resource investigations where needed. The APE package includes the PE PIAP, the APE for architecture and archaeology and the list of consulting/interested parties. The Consultant shall submit the APE package to the City and NJDOT for submission to NJDEP prior to the Consultant commencing full archaeological and architectural surveys, and historical research for the Cultural Resources (CR) Report (if required). The Consultant shall meet with SHPO to submit and discuss the APE package. Technical Environmental Studies.

*Conduct Ecology Study.* The Consultant will evaluate existing conditions and potential impacts of the PPA to natural resources. This includes surface and ground water quality, upland forests, soils, wetlands, water bodies including aquatic species and habitats, floodplains and flooding, terrestrial species and habitats, and threatened and endangered species. It will be the responsibility of the Consultant to identify required permits, authorizations and approvals and initiate early coordination with the appropriate agencies having jurisdiction over resources that will be potentially affected. This may include a pre-application meeting with the NJDEP if necessary. Appropriate agencies may include:

- US Army Corps of Engineers
- US Fish and Wildlife Service
- NJ Department of Environmental Protection – Natural Heritage Program
- NJ Department of Environmental Protection – Land Resource Protection Program

*Conduct Hazardous Waste Study.* The Consultant will evaluate the project's potential involvement with known or suspected contaminated sites, underground storage tanks, or other hazardous waste. Conduct an environmental database search for known contaminated sites within the project corridor. Review historic information (historic aerials, Sanborn Insurance Maps, historic fill) for suspected land use in the past. Contact local, state, and federal sources on information and review NJDEP case files, as appropriate. Perform site reconnaissance to verify site addresses and current land use and determine the need for further investigation and sampling.

C. Prepare Certified Categorical Exclusion Document

Utilizing the Technical Environmental Studies and agency consultation completed, the Consultant will assess the project impacts and risks with respect to each environmental discipline. The Consultant will review the risk response strategies within the risk register and add any risks not previously identified; it will update the risk register if new risks or changes to existing risks are identified from the aforementioned Technical Environmental Studies and evaluations and notify the City of any changes made. Upon completion of the risk assessment, the Consultant will prepare all sections of the CCED for the City's review with appropriate documentation attached. The City will then submit the CCED to the NJDOT and, upon acceptance, the NJDOT will forward it to the FHWA for review and approval.

***Deliverables for Task 9:***

- Section 106 Area of Potential Effects Package and Associated Reports.
- Preparation of Section 4(f) analysis if applicable.
- USFWS IPaC Report and preparation of consultation letter.
- NJDEP NHP Request.
- Ecology TES.
- Hazardous Waste Screening Report.
- Environmental Constraints Map.
- All sections of the Certified Categorical Exclusion Document with supporting documentation.
- Meeting minutes with agencies.

***Task 10: Public Outreach***

A. Stakeholder Coordination

The Consultant shall coordinate with the stakeholders identified during the CD phase to obtain input on the development of the project in an effort to maintain stakeholder support for the project. The Consultant will serve as liaison between the project stakeholders and the NJDOT and City. This task includes organizing and maintaining the stakeholder database, preparing press releases, updating mailing lists, and responding to questions and comments as appropriate. Additionally, any access notification letters for survey activities shall be provided to the City for review and approval prior to survey activities commencing. The Consultant should anticipate two stakeholder meetings during PE Phase.

B. Project Website

During the CD phase of the project, a project website was developed. The Consultant shall update the project website to reflect the start of the PE phase, update study documents and meeting dates on the website, and maintain the project website for the duration of the PE phase. All posts will be approved by the City. At the end of the PE phase, the Consultant will hand over all website materials and any information needed to enable the City to take control of the URL/account.

C. Public Information Center

The Consultant, in coordination with the City and NJDOT, and in accordance with the PIAP, shall schedule, prepare, facilitate, and document a Public Information Center (PIC) for the project. The PIC shall comply with federal standards and guidelines. The purpose of the PIC is to update the public and local stakeholders by providing factual and reliable information and to obtain public input/support for the proposed project. Work efforts may include preparing detailed mailing lists, meeting notifications and advertisements, flyers, handouts, and presentation materials. Coordination should take place with the City for the scheduling of the PIC. The PIC should occur towards the end of the PE phase when the preliminary design is completed. Notice of the meeting shall be provided to the public a minimum of two weeks prior to the meeting through legal notices published in local newspapers, distribution of PIC Notification Letters to property owners within the vicinity of the project as well as the project stakeholders and posting on the project website. The notices shall be provided to the City for review and approval prior to publishing. The Consultant should anticipate one PIC.

D. Develop FD Public Involvement Action Plan

The Consultant shall develop a Final Design Public Involvement Action Plan (FD PIAP) identifying critical points for public involvement during the FD phase and the objectives for each point. Include, at a minimum, updating the database of known stakeholders, determining the number of meetings with stakeholders and outside agencies impacted by the proposed project. Include the FD PIAP in the appendix of the PE Report.

***Deliverables for Task 10:***

- Two stakeholder coordination meeting agendas, presentations, handout materials, and meeting minutes.
- Website materials and information to take control of URL/account at the end of the PE phase.
- PIC material including draft legal notice, draft PIC Notification Letter, draft presentation/display boards, etc. for review and approval prior to publishing. PIC summary after PIC is held.
- FD Public Involvement Action Plan.

***Task 11: Preliminary Engineering Report***

A. Prepare Draft Preliminary Engineering Report

The Consultant will prepare and submit the Draft PE Report to the City for review and comment. The Draft PE Report shall include, at a minimum, the Environmental Document, Design Exception

Report (if required), Final Design Scope Statement, the Design Communications Report, and the appropriate plans in support of the Environmental Document and Design Exception Report. The NJDOT's PE Report template will list all the items to be included in the Draft PE Report.

**B. Prepare Final Design Scope Statement**

The Consultant will review the NJDOT Final Design (FD) Scope Statement template and update with the tasks necessary for the completion of the Final Design phase. The FD Scope Statement will document commitments from the City and/or the NJDOT SME units. The FD Scope Statement will include all the tasks needed to conduct the FD phase. The FD Scope Statement will be appended to the Draft Preliminary Engineering Report and will be used to solicit a Consultant man hour estimate and a fee proposal for the FD phase.

**C. Complete Preliminary Engineering Quality Certifications**

The Consultant will complete the PE Designer Certification and include it with the PE Report.

**D. City/NJDOT Reviews Draft Preliminary Engineering Report**

The City and the NJDOT will review the Draft PE Report and provide comments to the Consultant for incorporation in the PE Report. The Consultant will address the comments and resubmit the revised report, with Comment Response Summary, to the Project Manager for forwarding to the FHWA for review and approval.

**E. FHWA Reviews and Approves Preliminary Engineering Report**

The FHWA will review the Draft PE Report and provide comments to the City for incorporation in the PE Report. The City, with support from the Consultant will address the comments from the FHWA and resubmit the report to the FHWA for approval. Upon resolution of all comments, the FHWA notifies the City, through the NJDOT, that the PE Report is approved. The duration for the FHWA review and comment will vary based on the project complexity. The duration for making changes to the PE Report will vary based on the extent of the comments from the FHWA.

***Deliverables for Task 11:***

- Draft Preliminary Engineering Report.
- Final Design Scope Statement.
- Preliminary Engineering Quality Certification.
- Preliminary Engineering Report.

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## TIME FRAME FOR COMPLETION

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It is anticipated that this project will be completed within 12 months of its commencement. ***The respondent's technical proposal must include a project schedule, including the anticipated timelines for each task, critical milestones, and deadlines for each deliverable.***

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## STAFFING PLAN

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In their Technical Proposal, respondents must list and describe in detail the resources and personnel (qualifications, ability and time availability) to perform the proposed scope of work. Respondents shall submit an organization chart of the proposed staff, their roles and reporting relationships, including staff of any subconsultants and/or subcontractors.

Respondents must demonstrate the qualifications of their firm and of their entire project team. Within the proposal, consultants shall provide a list of the firm's and the project manager's experience on similar projects that were completed in the last five (5) years or are currently at least 50% completed. References shall be furnished for each project listed in its qualifications. At least one reference contact (including name, title and phone number) should be provided for each project, along with the dates when the services were provided. Resumes shall also be provided for the project manager and key staff (each resume shall be limited to two pages in length). The resumes of the project manager and key staff should highlight their involvement on these projects and additional details as necessary. Respondents shall also demonstrate their firm's commitment to quality assurance and quality control management.

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## PROJECT BUDGET

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The contract, if awarded, will be a cost reimbursement agreement subject to all federal and state laws, rules and regulations: and it shall be performed in conformance with the cost principles contained in the Federal Acquisition Regulations (FAR), Subpart 31.2 Contracts with Commercial Organizations (48 CFR Part 31.201 et.seq.). The basis for compensation in the contract will be Cost Plus Fixed Fee (negotiated stipulated sum) for the services specified in the RFP. Respondents are required to give a Cost Plus Fixed Fee quotation (Cost Proposal Amount) to complete the services specified in this RFP. The Cost Proposal Amount is to be based on fixed discrete, concrete deliverables – consistent with the **Appendix A** – Cost Proposal Form format. **The Cost Proposal must be in a separate sealed envelope.**

All costs necessary for satisfying the requirements of the RFP must be identified. Costs shall include all services, deliverables, and expenses. Costs for services must be allocated to the following project tasks:

Task 1 : Project Management

Task 2 : Survey

Task 3 : Roadway Engineering

Task 4 : Structural Engineering

Task 5 : Geotechnical Engineering

Task 6 : Drainage Management, Hydrology and Hydraulics

Task 7 : Right of Way Documents and Access Plan

Task 8 : Utility Engineering

Task 9 : Environmental Documents

Task 10 : Public Outreach

Task 11 : Preliminary Engineering Report

For each of these tasks, the identified costs should be attributed to the deliverables that are specified in the RFP's Scope of Work and outlined in the respondent's work plan. The quantity of the hours of each labor category should be multiplied by the consultant's loaded hourly rates, and the cumulative extended total of all hours will define the fixed price labor amount of the task. Partial payments may be negotiated based on the completion of milestones. Interim lump sum progress payments for services for each phase of the work shall be made in proportion to the services performed. As part of negotiating an Agreement, a formal, written payment process will be identified and indexed to these deliverables with an acceptance sign-off procedure based on the agreed cost proposal.

Payments under the resulting contract award shall be made to the successful consultant, upon receipt of goods/services and properly approved and completed invoice(s) submitted to the attention of the Project Team. The Consultant shall provide complete and accurate billing invoices in order to receive payment for its services. Billing invoices to be submitted must contain all information and supporting documentation required by NJDOT and the City.

NJDOT approved overhead rates will be used for the purpose of contract cost estimating, negotiation, administration, reporting and making payments. For additional information on the NJDOT's Cost Basis Approval process go to:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm>

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## FUNDING AVAILABILITY

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The source of funding for this project is provided through a federal grant from the FHWA. The award of this project is subject to the availability of funds and pending authorization from FHWA and NJDOT.

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## CONSULTANT ELIGIBILITY & DOCUMENTATION REQUIREMENTS

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### A. GENERAL REQUIREMENTS

Federal and state procurement regulations apply to this contract. If awarded, the successful firm awarded the contract shall be required to comply with requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27 that pertain to professional services contracts, including Mandatory Equal Opportunity which are attached hereto in **Appendix C**.

### B. EMERGING SMALL BUSINESS ENTERPRISE PARTICIPATION

Contracts awarded with U.S.D.O.T. Financial assistance are subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure NJDOT achieves its federally mandated statewide overall DBE goal, the Project Team encourages the participation of Emerging Small Business Enterprises(ESBE), as further defined in **Appendix B**, in the performance of contracts financed in whole or in part with U.S. DOT funding. For this study drawing on USDOT funding under an NJDOT-LA grant, the ESBE participation goal shall be at minimum **13.23%**. The Consultant must demonstrate sufficient reasonable efforts to meet the DBE/ESBE contract goals as identified herein. Consultants can meet this requirement in either of two ways. First the prime consultant can meet the goal, documenting commitments of participation by ESBE firms sufficient for this purpose. Second, if a consultant does not meet this goal, they must document and demonstration to the City and NJDOT's satisfaction that they made adequate good faith efforts to do so as further described in **Appendix B**. To demonstrate compliance with the goal in their proposals consultants should include:

1. The names and addresses of each ESBE that will participate in the contract;
2. The description of the work each ESBE will perform;
3. Written documentation of the prime consultant's commitment to use each ESBE in the contract whose participation it submits to meet the goal; and
4. Written confirmation from each ESBE that it is participating in the contract as provided in the prime consultant's commitment.

Evidence of ESBE certification issued by the NJDOT, NJ TRANSIT or PANYNJ should be requested prior to award of contract. A database of DBEs certified under the State of New Jersey's Unified Certification Program (UCP) may be found at <https://njucp.dbesystem.com/>. The NJDOT's directory of certified ESBEs may be found at:

<https://www.state.nj.us/transportation/business/procurement/ProfServ/information.shtm>.

## NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

Pursuant to P.L. 2004,c.57, all consultants (both in-state and out-of-state) must obtain a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business with the NJDOT. A copy of the prime's BRC should be included with the respondent's proposal. The successful consultant will be required to submit a copy of its BRC and that of any named subcontractor/subconsultant prior to execution of any contract. A consultant and any subcontractor/subconsultant who fails to submit a copy of a valid BRC in accordance with the statute will be held liable for monetary penalties in accordance with N.J.S.A. 54-49-4.1. Questions regarding how to obtain a BRC can be directed to the New Jersey Division of Revenue at (609) 292-1730. The business registration application form (NJ-REG) can be found online at: <http://www.state.nj.us/treasury/revenue/busregcert.shtml> or <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml> .

### C. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to P.L. 2012, c.25, and updated by LFN 2024-04 any person or entity that submits a proposal to enter into a contract is required to certify, at the time the proposal is submitted, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the 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>

Respondents including the prime and any named subcontractors must review this list and submit completed "Disclosure of Investment Activities in Iran" form with their technical proposal. This form is attached herewith in **Appendix C**. Failure to complete the certification and submit it to the City with their proposal will render a respondent's proposal as non-responsive.

### D. CERTIFICATION OF NON\_INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here:

<https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

### E. CONSULTANT PRE-QUALIFICATIONS

Consultant firms prequalified by the NJDOT in the following disciplines and level of service are eligible to submit proposals for this project:

- B-1 Bridge Design – Non Movable Structures - Level C
- T-7 Transportation Planning
- T-1 Traffic Engineering

- S-1 Surveying Level A
- G-2 Geotechnical Design
- I-1 Bridge Inspection-Simple Bridges – Level A

Only those firms who have been prequalified for the specified disciplines this project entails and submit evidence of their prequalification with the NJDOT with their proposal will be considered.

Pre-qualifications must be met by the prime Consultant except for Category T-1, S-1 and G-2, which can be met by the prime or their subcontractor/subconsultant. Acceptable evidence of prequalification by the NJDOT consists of the Consultant's profile sheet issued by the Division of Procurement, Bureau of Professional Services, which includes the effective dates and approved profile codes of the Consultant's prequalification. For additional information on NJDOT's prequalification requirements see: <http://www.state.nj.us/transportation/business/procurement/ProfServ/prequal.shtm>.

#### F. INSURANCE LIABILITY

The Consultant and any subcontractors/subconsultants will be independent contractors. The Consultant, any subcontractors/subconsultants, and their employees and agents shall in no way be construed to be employees of the City of Bayonne or NJDOT. The Consultant and any subcontractors/subconsultants shall assume any and all liability (including attorney fees and court costs) for their and their employees' or agents' acts or omissions. The Consultant and any subcontractors/subconsultants shall hold harmless and indemnify the City and NJDOT for any claims to the extent arising as a result of consultant and any subcontractors' negligent performance or nonperformance under the proposed contract. The Consultant and any subcontractors/subconsultants shall carry the following insurance:

- Workers Compensation in statutory amounts and Employers' Liability Insurance of not less than \$1 million
- Commercial General Liability with combined single limits for bodily injury and property damage of not less than \$1 million per occurrence and \$3 million aggregate. The City and NJDOT must be named as additional insured on such policy
- Automobile Liability with bodily injury limits of at least \$500,000 per accident. The City and NJDOT must be named as additional insured on such policy.
- Consultant's Errors and Omissions, endorsed to include the scope of work contemplated by this RFP in an amount not less than \$1 million per claim. Such insurance may be required to be renewed for five years following the completion of the project.

Certificates of Insurance evidencing the above coverage must be submitted to the City of Bayonne in advance of the commencement of any work, and coverage must be maintained in force throughout the term of the project.

G. SPECIFIC CONDITIONS OF THE CITY OF BAYONNE

The City of Bayonne has no specific contract requirements applicable to this project.

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## HOW TO RESPOND

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To be considered for these services, respondents must submit their proposals to:

City of Bayonne  
City Hall  
Law Department  
630 Avenue C Room 15  
Bayonne, NJ 07002  
Attn: John Coffey, Esq., Law Director

The deadline for receipt of proposals is 1/14/2025 at 11:00 AM (ET). Proposals received after this deadline **will not** be considered for review. Respondents assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service, or for lost or misdirected documents. E-mailed and or faxed proposals will not be accepted under any circumstances. The City reserved the right to accept or reject any and all proposals as the City deems in its own best interest.

### ***Proposal Submission Requirements***

Proposals shall be submitted in paper media in a large sealed envelope or package, containing two separate packages (i) addressed to the office specified above, and (ii) showing the time and date specified for receipt, the project's title and the name and address of the respondent. Respondents using commercial carriers should ensure this proposal information is marked on the outermost wrapper. Each proposal submission shall include a cover letter identifying the document as a "Proposal Preliminary Engineering and Design for Route 440 Pedestrian Bridge in response to RFP dated 12/16/2024", which shall be signed by an authorized representative of the firm. The letter shall identify the consultant - including the names, titles and complete contact information of the project manager and person(s) authorized to negotiate on the respondent's behalf with the City and NJDOT in connection with this solicitation – and any proposed subcontract arrangements, Certified ESBE firms on the proposed consultant team should also be identified. The letter shall also include a statement from the respondent certifying its eligibility and commitment to the project. Respondents shall certify that the staff proposed in their proposal will be used in the performance of the contract and will be available for assignment to the contract as of the anticipated contract start date through its anticipated completion. Respondents should further certify that their firm is not eligible to receive award of a contract due to the firm's inclusion on any federal or New Jersey State lists of debarred contractors, or otherwise ineligible to be awarded a contract using federal or state funds.

Three (3) separately bound copies, double-sided as appropriate, of the cost proposal shall be submitted, with one marked "ORIGINAL", in a separately sealed envelope. Each copy and the sealed envelope shall

identify the firm's name and be labeled as follows: "Cost Proposal for Preliminary Engineering and Design for Route 440 Pedestrian Bridge". An electronic copy of the proposal, (Adobe pdf format for the technical and cost proposal and a MS Excel format of the cost proposal) should also be submitted on a CD or a USB flash drive, which shall be included with the sealed Cost Proposal envelope.

The technical portions of the proposal shall be submitted in separately bound reports in a separately sealed package. Five (5) separately bound copies, double-sided as appropriate, of the technical proposal shall be submitted, with one marked "ORIGINAL" in a separately sealed package. Each copy shall identify the firm's name and be labeled as follows: "Technical Proposal for Preliminary Engineering and Design Services for Route 440 Pedestrian Bridge in response to RFP dated 12/16/2024". A digital copy of the technical proposal **only** is to be included in the envelope with the technical proposal.

The technical portion of the proposal shall be prepared in accordance with the provisions of this RFP. Each technical proposal should outline the project team's proposed solution and approach to carrying out the tasks and executing on the deliverables outlined in the detailed scope of work provided herein. As a minimum, the technical proposal should include or demonstrate the following:

- Brief history of respondent's company including general overview, background and ownership;
- Summary of the company's financial performance over the most recent three (3) years of operation as evidence of adequate financial stability, including that of any proposed subcontractors whose percentage of work to be performed equals or exceeds 20 percent of the proposed cost.
- Consultant's relevant experience and ability to complete work, including project references and NJDOT Pre-Qualification certification. Detailed work plan by task with detailed descriptions of the steps required and deliverable(s) in each task, and task schedule with proposed time frames, critical milestones and deadlines for each deliverable.
- Organization chart identifying the roles and responsibilities of the key staff, and qualifications and resumes of the Project Manager, task leaders and key staff of the prime consultant and subcontractors to be assigned to the project;
- ESBE Participation Documentation or Documentation of Good Faith Efforts (in accordance with **Appendix B**);
- New Jersey Business Registration Certificate for the Prime Consultant;
- Disclosure Form of Investment Activities in Iran (see **Appendix C**);
- Firm's commitment to quality management (QA/QC).

The cost proposal shall be prepared pursuant to the budget guidelines provided herein, and the cost proposal form included in **Appendix A**.

After notification of award, but prior to execution of a contract, the successful consultant will also be required to submit proof of insurance and one of the three Affirmative Action documents specified in **Appendix C** of the RFP for their firm, and New Jersey Business Registration Certificates and signed W-9 forms for their firm and each subconsultant.

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## CRITERIA FOR CONSULTANT SELECTION

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Award of contract shall be made to the most responsible and responsive proposal from a consultant whose proposal offers the greatest value to the City and NJDOT with regard to the criteria detailed and meets the specifications set forth herein. Each technical proposal received by the stipulated cut-off date will be evaluated by the City and NJDOT based on the criteria listed below.

### **Proposal Evaluation Criteria**

The desired qualifications and the evaluation factors along with their relative importance which form the basis on which proposals will be scored are as follows:

- Quality, clarity, content and thoroughness of proposal in addressing the required tasks and compliance with submission guidelines, including professional presentation (weight - 20%)
- Demonstrated understanding of the scope and technical approach to the project, including application and degree of innovation and creativity of proposed solution, to effectively and efficiently meet the project's goals and objectives (weight - 30%)
- Qualifications and experience of the firm and the proposed project staff, including demonstrated knowledge and experience in performing PD studies (weight- 25%)
- Ability to successfully perform the work, including availability of resources, project management expertise and quality assurance/control management ability of both the firm and the project manager (weight - 25%)

### **Consultant Selection Process**

Consultant selection will be based on the City and NJDOT's evaluations and ranking of each firm's proposal, in accordance with the criteria outlined above. The City and NJDOT staff may conclude after the completion of the proposal evaluations that interviews are required in order to determine the highest ranked firm. Interviews with the top two or three most highly qualified firms may be requested, at which the Consultant's project manager and key team members will be expected to attend to demonstrate their proposed approach and solution. There are no separate evaluation criteria for the interviews. If interviews are conducted, the same evaluation criteria and weights used to review the written proposals will be applied. Following the interviews, the preliminary scores may be adjusted by the City and NJDOT to determine the final ranking of the firms. Contract negotiations will begin with the highest ranked firm. Failing agreement on price with the highest ranked firm, negotiations with the next most qualified consultant will be conducted until a contract has been negotiated with a qualified consultant whose price is fair and reasonable, or halted at the discretion of the City and NJDOT. The contract award will be made to the most qualified firm whose cost proposal is fair and reasonable and meets all the mandatory eligibility requirements. All respondents will be notified at the completion of

the review process, at the time of the contract award, regarding their status. An anticipated schedule for the RFP, consultant selection and contract award process is provided in **Appendix D**.

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## FOLLOW-UP QUESTIONS

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Questions about this Request for Proposals (RFP) must be submitted in writing, citing the particular RFP page(s), section and paragraph numbers where applicable. All questions must be emailed to the City of Bayonne to the attention of Sue Mack, Chief Planner, by e-mail at [smack@baynj.org](mailto:smack@baynj.org) with a copy to John Coffey at [jcoffey@baynj.org](mailto:jcoffey@baynj.org). Inquiries should reference “Questions to RFP for Route 440 Pedestrian Bridge for Preliminary Engineering and Design Services”. The questioner’s contact information and email address should be included.

***The deadline for inquiries is 1/03/2025 5:00 pm.*** Late inquiries may not be reviewed or considered. Only written answers to inquiries are official. All questions and answers will be posted on the Bayonne website in the “RFP” area.

From the date of which the RFP is released and during the period up to and including the date on which a notice of award is issued, prospective respondents shall contact only the individuals referenced in the first paragraph, in writing with respect to this procurement. Direct or indirect attempts by a prospective firm, its employees, agents, or representatives, to contact other representatives of the City of Bayonne or the NJDOT or its partnering agencies to obtain information or for other purposes regarding this RFP or the procurement process may result in disqualification of a respondent’s proposal.

Consultant debriefings will be provided upon request, after notice of award. Requests for debriefings shall be made in writing to the attention of John Coffey at [jcoffey@baynj.org](mailto:jcoffey@baynj.org).

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## APPENDICES

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**Appendix A** – Cost Proposal Form (see Excel file)

**Appendix B** – Emerging Small Business Enterprise Participation

**Appendix C** – Service Contract Proposal and Qualification and Costs Submission Form and Instructions

**Appendix D** – RFP Consultant Selection and Contract Award Process Schedule

**Appendix E** – Concept Development Report

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**APPENDIX A – COST PROPOSAL FORM**

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**SEE EXCEL SPREADSHEET COST PROPOSAL FORM**

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**APPENDIX B – EMERGING SMALL BUSINESS ENTERPRISE PARTICIPATION**

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**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
EMERGING SMALL BUSINESS ENTERPRISE (ESBE)  
49 CFR Part 26.39**

*Roadmap for Applicants*

**1. Purpose of the ESBE Program**

The New Jersey Department of Transportation (NJDOT) has established an ESBE certification in order to meet the maximum feasible portion of its Disadvantaged Business Enterprise (DBE) goal through race-neutral means in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Parts 26.51 and 26.39. The ESBE policy applies only to NJDOT construction and consultant contracts funded in whole or in part with federal financial assistance. This policy is not applicable to the award of NJDOT contracts for the purchase of commodities or on any 100 percent state-funded contracts.

**2. Who should apply?**

You may be eligible to participate in the ESBE program if:

- The firm is a for-profit business that performs or seeks to perform transportation work for federally funded construction projects.
- The firm is a small business according to SBA size standards
- The firm is 51% owned, and controlled by one or more economically disadvantaged individuals whose net worth does not exceed \$1.32 million.
- The firm's disadvantaged owners are U.S. citizens or lawfully admitted permanent residents of the U.S.

**3. How do I apply?**

First time applicants for ESBE certification must complete and submit this certification application and related material to the certifying agency in your home state and participate in an on-site interview conducted by that agency. The attached document checklist can help you locate the items you need to submit to the agency with your completed application. If you fail to submit the required documents, your application may be delayed and/or denied. Firms already certified as an ESBE do not have to complete this form, but may be asked by the certifying agencies outside of your home state to provide a copy of your initial application form, supporting documents, and any other information you submitted to your home state to obtain certification or any other state related to your certification.

**4. Where can I send my application?**

New Jersey Department of Transportation, Division of Civil Rights and Affirmative Action, Disadvantaged and Small Business Program Unit, 1035 Parkway Avenue, PO Box 600, Trenton NJ 08625-0600

**5. Who will contact me about my application and what are the eligibility standards?**

You will be contacted by the New Jersey Department of Transportation, Division of Civil Rights and Affirmative Action, Disadvantaged and Small Business Unit. They can be reached by phone at 609-530-3882. Information on eligibility can be found on their website at <http://www.state.nj.us/transportation/business/civilrights/dbe.shtml>

**6. Where can I find more information?**

U.S. DOT – <https://www.civilrights.dot.gov/> (This site provides useful links to the rules and regulations governing the race-neutral (ESBE) program, questions and answers, and other pertinent information)

SBA – Small Business Size Standards matched to the North American Industry Classification System (NAICS):  
<http://www.census.gov/eos/www/naics/> and <http://www.sba.gov/content/table-small-business-size-standards>.

In collecting the information requested by this form, the Department of Transportation (Department) complies with the provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Privacy Act provides comprehensive protections for your personal information. This includes how information is collected, used, disclosed, stored and discarded. Your information will not be disclosed to third parties without your consent. The information collected will be used solely to determine your firm's eligibility to participate in the Department's Emerging Small Business Enterprise Program as defined in 49 CFR §26.39. You may review DOT's complete Privacy Act Statement in the Federal Register published on April 11, 2000 (65 FR 19477)

Under 49 CFR §26.107, dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 2 CFR Parts 180 and 1200, Nonprocurement Suspension and Department, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 USC 1001, which prohibits false statement in Federal program.

## INSTRUCTIONS FOR COMPLETING THE EMERGING SMALL BUSINESS ENTERPRISE (ESBE)

**NOTE:** All participating firms must be for-profit enterprises. If your firm is not for profit, then you do NOT qualify for the ESBE program and should not complete this application. If you require additional space for any questions in this application, please attach additional sheets or copies as needed, taking care to indicate on each attached sheet/copy the section of this application to which it refers.

### Section 1: CERTIFICATION INFORMATION

#### A. Basic Contact Information

- Enter the contact name and title of the person completing this application and the person who will serve as your firm's contact for this application.
- Enter the legal name of your firm, as indicated in your firm's Articles of Incorporation or charter.
- Enter the primary phone number of your firm.
- Enter the fax number of your firm.
- Enter the secondary phone number of your firm.
- Enter the contact person's email address.
- Enter the firm's website address, if any.
- Enter the street address of the firm where its offices are physically located (not a PO Box).
- Enter the mailing address of your firm, if it is different from your street address.

#### B. Prior/Other Certifications and Applications

- Check the appropriate response indicating whether your firm is currently certified in a race-neutral (ESBE) program, and provide the name of the certifying agency that certified your firm. List the date(s) of any site visits conducted by your home state and any other state(s) that you might be certified in as a race-neutral firm. Also provide the names of government agencies that conducted the review.
- Indicate whether your firm or any of the persons listed have been denied certification. Indicate if the firm has ever been decertified from any program. Indicate if the application was withdrawn or whether the firm was debarred, suspended, or otherwise had its bidding privileges denied or restricted by any state or local agency, or Federal entity. If your answer is yes, identify the name of the agency, and explain fully the nature of the action in the space provided. Indicate if you have ever appealed this decision and if so, attach a copy of the final decision(s).

### Section 2: GENERAL INFORMATION

#### A. Business profile:

- Give a concise description of the firm's primary activities, the product(s) or services the company provides, or type of construction. If your company offers more than one product/service, list primary product or service first (attach additional sheets if necessary). This description

may be used in our ESBE online directory if you are certified as an ESBE.

- If you know the appropriate NAICS Code for the line(s) of work you identified in your business profile, enter the codes in the space provided (NAICS codes can be found at <http://www.census.gov/eos/www/naics/>)
- State the date on which your firm was established as stated in your firm's Articles of Incorporation or charter.
- State the date each person became a firm owner.
- Check the appropriate manner in which you and each other owner acquired ownership of the firm. If you check "Other," explain in the space provided.
- Check the appropriate response if your company is a "for profit." **If you checked "No," then you do NOT qualify for the ESBE program** and should not complete this application. All participating firms must be for-profit enterprises. If the firm is a for profit enterprise, provide the Federal Tax ID number as stated on your firm's Federal tax return.
- Check the appropriate response that describes the type of legal business structure of your firm, as indicated in your firm's Articles of Incorporation or similar document. Identify all joint venture partners if applicable. If you check "Other," briefly explain in the space provided.
- Indicate in the spaces provided how many employees your firm has, specify the number of employees who work on a full-time, part-time, and seasonal basis. Attach a list of employees, their job titles, and dates of employment, to you application.
- Specify the firm's gross receipts for each of the past three years, as stated in your firm's filed Federal tax returns. You must submit complete copies of the firm's Federal tax returns for each year. If there are any affiliates or subsidiaries of the applicant firm or owners, you must provide these firms' gross receipts and submit complete copies of these firm(s) Federal tax returns. Affiliation is defined in 49 CFR §26.5 and 13 CFR Part 121.

#### B. Relationships and Dealing with Other Businesses

- Check the appropriate response that indicates whether your firm is co-located at any of its business locations, or whether your firm shares a telephone number(s), a post office box, any office space, a yard, warehouse, other facilities, any equipment, financing, or any office staff and/or employees with any other business, organization or entity of any kind. If you answered "Yes," then specify the name of the other firm(s) and fully explain the nature of your relationship with these other businesses by identifying the business or person with whom you have

any formal, information, written, or oral agreement. Provide an explanation of any items shared with other firms in the space provided.

- Check the appropriate response indicating whether any other firm currently has or had an ownership interest in your firm at present or at any time in the past. If you checked “Yes,” please explain.
- Check the appropriate box that indicates whether at present or at any time in the past your firm:
  - ever existed under different ownership, a different type of ownership, or a different name;
  - existed as a subsidiary of any other firm;
  - existed as a partnership in which one or more of the partners are/were other firms;
  - owned any percentage of any other firm and had any subsidiaries of its own;
  - served as a subcontractor with another firm constituting more than 25% of your firm’s receipts.If you answered “yes” to any of these questions, you may be asked to explain the arrangement in detail.

### Section 3: MAJORITY OWNER INFORMATION

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each owner):

#### A. Identify the majority owner of the firm holding 51% or more ownership interest

- Enter the full name of the owner.
- Enter his/her title or position within your firm.
- Give his/her home phone number
- Enter his/her home (street) address.
- Indicate this owner’s gender.
- Identify the owner’s ethnicity.
- Check the appropriate response to indicate whether this owner is a US citizen or a lawfully admitted permanent resident. If this owner is neither a US citizen nor a lawfully admitted permanent resident of the US then this owner is **NOT** eligible for certification as an ESBE.
- Enter the number of years during which this owner has been an owner of your firm.
- Indicate the percentage of the total ownership this person holds and the date acquired, including (if appropriate), the class of stock owned.
- Indicate the dollar value of this owner’s initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment.
- Describe how you acquired your business and attach documentation substantiating this investment.

#### B. Additional Owner Information

- Describe the familial relationship of this owner to each other owner of your firm and employees.

- Indicate whether this owner performs a management or supervisory function for any other business. If you checked “Yes,” state the name of the other business and this owner’s function/title held in that business.
- Check the appropriate response indicating whether this owner owns or works for any other firm(s) that has any relationship with your firm. If you checked “Yes,” identify the name of the other business, the nature of the business relationship and the owner’s function at the firm. If the owner works for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week, please identify this activity.
- Provide the personal net worth of the owner applying for certification in the space provided. Complete and attach the accompanying “Personal Net Worth” Statement for ESBE Program Eligibility” with your application.
- Check the appropriate response to indicate whether any of your immediate family members, managers, or employees, own, manage, or are associate with another company. Immediate family member is defined in 49 CRF §26.5. If you answered “Yes,” provide the name of each person, your relationship to them, the name of the company, the type of business, and whether they own or manage the company.

### Section 4: CONTROL

#### A. Identify the firm’s Officers and Board of Directors

- In the space provided, state the name, title, date of appointment, ethnicity, and gender of each officer.
- In the space provided, state the name, title, date of appointment, ethnicity, and gender of each individual serving on your firm’s Board of Directors.
- Check the appropriate response to indicate whether any of your firm’s officers and/or directors listed above performs a management or supervisory function for any other business. If you answered “Yes,” identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
- Check the appropriate response that indicates where any of your firm’s officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm. (e.g., ownership interest, shared office space, financial investments, equipment leases, personnel sharing, etc.) If you answered “Yes,” identify the name of the firm, the individual’s name, and the nature of his/her business relationship with that other firm.

#### B. Duties of Owners, Officers, Directors, Managers and Key Personnel

- Specify the roles of the majority and minority owners, directors, officers and managers, and key personnel who control the functions listed for the business. Submit resumes for each owner and non-owner identified below. State the name of the individual, title, and

percentage of ownership if any. Check the frequency of each person's involvement as follows: "always, frequently, seldom, or never" in each area.

- Indicate whether any of the persons listed in this section perform a management or supervisory function for any other business. Identify the person, business, and their title/function.
- Identify if any of the persons listed above own or work for any other firm(s) that has a relationship with this firm (e.g. ownership interest, shared office space, financial investment, equipment, leases, personnel sharing, etc.) If you answered "Yes," describe the nature of his/her business relationship with that other firm.

**C. Inventory:** Indicate firm inventory in these categories:

- **Equipment and Vehicles** – State the make and model, and current dollar value of each piece of equipment and motor vehicle held and/or used by your firm. Indicate whether each piece is either owned or leased by your firm or owner, whether it is used as collateral, and where this item is stored.
- **Office Space** – State the street address of each office space held and/or used by your firm. Indicate whether your firm or owner owns or leases the office space and the current dollar value of that property or its lease.
- **Storage Space** – State the street address of each storage space held and/or used by your firm. Indicate whether your firm or owner owns or leases the storage space and the current dollar value of that property or its lease. Provide a signed lease agreement for each property.

**D. Does your firm rely on any other firm for management functions or employee payroll?**

- Check the appropriate response that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered "Yes," you may be asked to explain the nature of that reliance and the extent to which the other firm carries out such functions.

**E. Financial/Banking Information**

- State the Name, City and State of your firm's bank. In the space provided, identify the persons able to sign checks on this account. Provide bank authorization and signature cards.
- State your firm's bonding limits (in dollars), specify both aggregate and project limits.

**F. Sources, amounts and purposes of money loaned to your firm, including the names of persons or firms guaranteeing the loan.**

- State the name and address of each source, the name of person securing the loan, original dollar amount and the current balance of each loan, and the purpose for which each loan was made to your firm. Provide copies of signed loan agreements and security agreements.

**G. Contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years:**

- Indicate in the spaces provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm from whom it was transferred. The person or firm to whom it was transferred, the relationship between the two persons and/or firms, and the date of the transfer.

**H. Current licenses/permits held by any owner or employee of your firm.**

- List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and issuing State of the license or permit. Attach copies of licenses, license renewal forms, permits, and haul authority forms.

**I. Largest contracts completed by your firm in the past three years, if any.**

- List the name of each owner or contractor for each contract, the name and location of the projects under each contract, the type of work performed on each contract, and the dollar value of each contract.

**J. Largest active jobs on which your firm is currently working.**

- For each active job listed, state the name of the prime contractor and the project number, the location, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.

**AFFIDAVIT & SIGNATURE**

The Affidavit of Certification must accompany your application for certification. Carefully read the attached affidavit in its entirety. Fill in the required information for each bank space, and sign and date the affidavit in the presence of a Notary Public, who must then notarize the form.

## Section 1: CERTIFICATION INFORMATION

### A. Basic Contact Information

Contact Person and Title \_\_\_\_\_  
Legal Name of Firm \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Alternate Phone \_\_\_\_\_ E-mail \_\_\_\_\_  
Firm website \_\_\_\_\_

Street address of firm (No PO Box)  
Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Mailing address of firm (if different)  
Street \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### B. Prior/Other Certification and Applications

Is your firm currently certified in a Race Neutral Program in another state?  Yes  No If Yes, State \_\_\_\_\_

List the dates of any site visits conducted by your home state and any other state(s) agencies that you are certified in as a race-neutral firm.

Date: \_\_\_\_\_ State/Agency: \_\_\_\_\_ Date: \_\_\_\_\_ State/Agency: \_\_\_\_\_

Indicate whether the firm or any persons listed in this application have ever been:

- a) Denied certification or decertified?  Yes  No  
b) Withdrawn an application for these programs, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity?  Yes  No

If yes, explain the nature of the action. (If you appealed the decision to DOT or another agency, attach a copy of the decision). \_\_\_\_\_  
\_\_\_\_\_

## Section 2: General Information

- A. **Business Profile:** Give a concise description of the firm's primary activities and the product(s) or service(s) it provides. If your company offers more than one product/service, list the primary product or service first. Please add additional pages if necessary. This description may be used in our online directory.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicable NAICS Code(s) for this line of work include: \_\_\_\_\_

This firm was established on: \_\_\_/\_\_\_/\_\_\_ I/We have owned this firm since: \_\_\_/\_\_\_/\_\_\_

Method of acquisition (Check all that apply):

Started a new business  Bought existing business  Inherited business  
 Secured concession  Merger or consolidation  Other: \_\_\_\_\_

Is your firm "for profit"?  Yes  No Federal Tax ID # \_\_\_\_\_

⊗STOP! If your firm is NOT "for profit", then you do NOT qualify for this program and should not fill out this application

**Type of Legal Business Structure: (Check all that apply):**

- Sole Proprietorship                       Limited Liability Partnership  
 Partnership                                       Corporation  
 Limited Liability Company               Joint Venture (Identify all JV Partners) \_\_\_\_\_  
 Other, Describe \_\_\_\_\_

**Number of employees:** Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Seasonal \_\_\_\_\_ Total \_\_\_\_\_  
 (Provide a list of employees, their job titles, and date of employment to this application)

**Specify the firm's gross receipts for the last 3 years.** (submit complete copies of the firm's Federal tax returns for each year. If there are affiliates or subsidiaries of the applicant firm or owners, you must submit complete copies of these firms' Federal tax returns).

Year	Gross Receipts of Applicant Firm	\$	Gross Receipts of Affiliate Firm	\$
Year	Gross Receipts of Applicant Firm	\$	Gross Receipts of Affiliate Firm	\$
Year	Gross Receipts of Applicant Firm	\$	Gross Receipts of Affiliate Firm	\$

**B. Relationships and Dealings with Other Businesses**

Is your firm co-located at any of its business locations, or does it share a telephone number, PO box, office or storage space, yard, warehouse, facilities, equipment, inventory, financing, office staff, and/or employees with any other business, organization, or entity?  Yes  No

If yes, explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, information, written, or oral agreement. Also detail the items shared.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Has any other firm had an ownership interest in your firm at present or at any time in the past?  Yes  No  
 If yes, explain \_\_\_\_\_

At present, or at any time in the past, has your firm:

	Yes	No
Ever existed under different ownership, a different type of ownership, or a different name?		
Existed as a subsidiary of any other firm?		
Existed as a partnership in which one or more of the partners are/were other firms?		
Owned any percentage of any other firm?		
Had any subsidiaries?		
Served as a subcontractor with another firm constituting more than 25% of their firm's receipts?		

(If you answered "Yes" to any of the questions in 2B, you may be asked to provide further details and explain whether the arrangement continues).

### Section 3: MAJORITY OWNER INFORMATION

A. Identify the majority owner of the firm holding 51% or more ownership interest.

Full Name	Title	Home Phone	
Home Address (Street and Number)	City	State	Zip

Gender:  Male  Female                      Ethnicity: \_\_\_\_\_

US Citizenship:  US Citizen     Lawfully Admitted Permanent Resident

Number of years as owner: \_\_\_\_\_                      Percentage owned: \_\_\_\_\_ %  
 Class of stock owned: \_\_\_\_\_                      Date acquired: \_\_\_\_\_

Initial investment to acquire ownership interest in firm Attach documentation substantiating your investment	Type	Dollar Value
	Cash	\$ _____
	Real Estate	\$ _____
	Equipment	\$ _____
	Other	\$ _____

Describe how you acquired your business:

Started business myself                       It was a gift from: \_\_\_\_\_

I bought it from: \_\_\_\_\_                       I inherited it from: \_\_\_\_\_

Other: \_\_\_\_\_

B. Additional Owner Information

Describe familial relationship to other owners and employees: \_\_\_\_\_

Does this owner perform a management or supervisory function for any other business:  Yes  No  
 If yes, identify: Name of Business \_\_\_\_\_ Function/Title \_\_\_\_\_

Does this owner own or work for any other firm(s) that has a relationship with the firm? (e.g., ownership interest, shared office space financial investments, equipment, leases, personnel sharing, etc.)  Yes  No  
 Identify the name of the business and the nature of the relationship, and the owner's function at the firm:

\_\_\_\_\_

Does this owner work for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week?  Yes  No  
 If yes, identify this activity: \_\_\_\_\_

What is the personal net worth of this owner applying for certification? \_\_\_\_\_

Do any of your immediate family members, managers, or employees own, manage, or are associated with another business? If yes, provide their name relationship, company, type of business, and indicate whether they own or manage the company: (attach addition sheets, if necessary)  Yes  No

\_\_\_\_\_



## Section 4: CONTROL

**A. Identify your firm's Officers and Board of Directors** (If additional space is required, attach a separate sheet)

	Name	Title	Date Appointed	Ethnicity	Gender
<b>Officers of the Company</b>					
<b>Board of Directors</b>					

**Do any of the persons listed above perform a management or supervisory function for any other business?** If yes, identify for each. \_\_\_ Yes \_\_\_ No

Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Business: \_\_\_\_\_ Function: \_\_\_\_\_

Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Business: \_\_\_\_\_ Function: \_\_\_\_\_

**Do any of the persons listed in the table above own or work for any other firm(s) that has a relationship with this firm?** (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.) If yes, identify for each: \_\_\_ Yes \_\_\_ No

Firm Name: \_\_\_\_\_ Person: \_\_\_\_\_  
 Nature of Business Relationship: \_\_\_\_\_

**B. Duties of Owners, Officers, Directors, Managers, and Key Personnel**

Identify your firm's management personnel who control your firm in the following areas. (Attach separate sheets as needed)

A = Always F = Frequently	S = Seldom N = Never	Majority Owner (51% or more)				Minority Owner (49% or less)			
		Name: _____	Title: _____	Percent Owned: _____		Name: _____	Title: _____	Percent Owned: _____	
		A	F	S	N	A	F	S	N
Sets policy for company direction/scope of operations									
Bidding and estimating									
Major purchasing decisions									
Marketing and sales									
Supervises field operations									
Attend bid opening and letting									
Perform office management (billing, accounts receivable/payable, etc.)									
Hires and fires management staff									
Hire and fire field staff or crew									
Designates profits spending or investment									
Obligates business by contract/credit									
Purchase equipment									
Signs business checks									

Complete for all Officers, Directors, Managers, and Key Personnel who control the following functions for the firm.  
(Attach separate sheets as needed).

A = Always F = Frequently	S = Seldom N = Never	Officer/Director/Manager/Key Personnel				Officer/Director/Manager/Key Personnel			
		A	F	S	N	A	F	S	N
		Name: _____ Title: _____ Percent Owned: _____				Name: _____ Title: _____ Percent Owned: _____			

Do any of the persons listed in the tables above perform a management or supervisory function for any other business?  
If yes identify the person, the business and their title/function \_\_\_ Yes \_\_\_ No

Do any of the persons listed in the tables above own or work for any firm(s) that has a relationship with the firm? (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.) If yes, describe the nature of the business relationship. \_\_\_ Yes \_\_\_ No

**C. Inventory:** Indicate your firm’s inventory in the following categories (Please attach additional sheets if needed):

**Equipment and Vehicles**

Make and Model	Current Value	Owned or Leased by Firm or Owner?	Used as collateral?	Where is item stored?

**Office Space**

Street Address	Owned or Leased by Firm or Owner?	Current Value of Property or Lease

**Storage Space** (Provide signed lease agreements for the properties listed)

Street Address	Owned or Leased by Firm or Owner?	Current Value of Property or Lease

D. Does your firm rely on any other firm for management functions or employee payroll? \_\_\_ Yes \_\_\_ No

E. **Financial/Banking Information** (Provide bank authorization and signature cards)

Name of bank \_\_\_\_\_ City and State: \_\_\_\_\_

The following individuals are able to sign checks on the account: \_\_\_\_\_

Name of bank \_\_\_\_\_ City and State: \_\_\_\_\_

The following individuals are able to sign checks on the account: \_\_\_\_\_

**Bonding Information:** If you have bonding capacity, identify the firm's bonding aggregate and project limits:

Aggregate limit: \$ \_\_\_\_\_ Project limit: \$ \_\_\_\_\_

F. **Identify all sources, amounts, and purposes of money loaned to your firm including from financial institutions. Identify whether you are the owner and any other person or firm loaned money to the applicant. Include the name of any persons or firms guaranteeing the loan, if other than the listed owner.** (Provide copies of signed loan agreements and security agreements).

Name of Source	Address of Source	Name of Person Guaranteeing the Loan	Original Amount	Current Balance	Purpose of Loan

G. **List all contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years** (Attach additional sheets if needed).

Contribution/Asset	Dollar Value	From Whom Transferred	To Whom Transferred	Relationship	Date of Transfer

H. **List current licenses/permits held by any owner and/or employee of your firm** (e.g., contractor, engineer, architect, etc.) (Attach additional sheets if needed):

Name of License/Permit Holder	Type of License/Permit	Expiration Date	State

I. List the three largest contract completed by your firm in the past three years, if any:

Name of Owner/Contractor	Name/Location of Project	Type of Work Performed	Dollar Value of Contract

J. List the three largest active jobs on which your firm is currently working:

Name of Prime Contractor and Project Name	Location of Project	Type of Work	Project Start Date	Anticipated Completion Date	Dollar Value of Contract

## AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner.

**A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.**

<p>I _____ (full name printed), swear or affirm under penalty of law that I am _____ (title) of the applicant firm _____ and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control and affiliation thereof.</p> <p>I recognize that the information submitted in the application is for the purpose of inducing certification approval by a government agency. I understand that the government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.</p> <p>I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, and the named firm and its affiliates, inspection of its place(s) of business and equipment, and to permit interview of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.</p> <p>If awarded a contract, subcontract, I agree to promptly and directly provide the prime contractor, if any and the Department, recipient agency, or federal funding agency on an ongoing basis, current complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes if any, to the foregoing arrangements.</p> <p>I agree to provide written notice to the recipient agency of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership changes, address/telephone number, personal net worth exceeding \$1.32 million, etc.)</p>	<p>I acknowledge and agree that any misrepresentation in the application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension or debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.</p> <p>I further certify that my personal net worth does not exceed \$1.32 million, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not economically disadvantaged.</p> <p>I declare under penalty of perjury that the information provided in the application and supporting documents is true and correct.</p> <p>Signature _____ ESBE Applicant</p> <p>Date _____</p> <p><b><u>NOTARY CERTIFICATE</u></b></p>
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## UNIFORM CERTIFICATION APPLICATION SUPPORTING DOCUMENTS CHECKLIST

In order to complete your application for ESBE certification, you must attach copies of all of the following REQUIRED documents. A failure to supply any information requested by the Certifying Agency may result in your firm denied ESBE certification.

<p><b><u>Required Documents for All Applicants</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Resumes (that include places of employment with corresponding dates), for all owners, officers, and key personnel of the applicant firm</li> <li><input type="checkbox"/> Personal Net Worth Statement for each economically disadvantaged owner comprising 51% or more of the ownership percentage of the applicant firm.</li> <li><input type="checkbox"/> Personal Federal tax returns for the past 3 years, if applicable, for each disadvantaged owner.</li> <li><input type="checkbox"/> Federal tax returns (and requests for extensions) filed by the firm and its affiliates with related schedules, for the past 3 years.</li> <li><input type="checkbox"/> Documented proof of contributions used to acquire ownership for each owner (e.g., both sides of cancelled checks).</li> <li><input type="checkbox"/> Signed loan and security agreements, and bonding forms.</li> <li><input type="checkbox"/> List of equipment and/or vehicles owned and leased including VIN numbers, copy of titles, proof of ownership, insurance cards for each vehicle.</li> <li><input type="checkbox"/> Title(s), registration certificate(s), and U.S. DOT numbers for each truck owned and operated by your firm.</li> <li><input type="checkbox"/> Licenses, license renewal forms, permits, and haul authority forms</li> <li><input type="checkbox"/> Descriptions of all real estate (including office/storage space, etc.) owned/leased by your firm and documented proof of ownership/signed leases.</li> <li><input type="checkbox"/> Documented proof of any transfers of assets to/from your firm and/or to/from any of its owners over the past 2 years.</li> <li><input type="checkbox"/> Federal program certifications, denials, and/or decertifications, if applicable; and any U.S. DOT appeal decisions on these actions.</li> <li><input type="checkbox"/> Bank authorization and signatory cards.</li> <li><input type="checkbox"/> Schedule of salaries (or other remuneration) paid to all officers, managers, owners, and/or directors of the firm.</li> <li><input type="checkbox"/> List of all employees, job titles, and dates of employment.</li> <li><input type="checkbox"/> Proof of warehouse/storage facility ownership or lease agreements.</li> </ul>	<p><b><u>Partnership or Joint Venture</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Original and any amended Partnership or Joint Venture Agreements.</li> </ul> <p><b><u>Corporation or LLC</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Official Articles of Incorporation (signed by the state official).</li> <li><input type="checkbox"/> Both sides of all corporate stock certificates and your firm's stock transfer ledger.</li> <li><input type="checkbox"/> Shareholders' Agreement(s).</li> <li><input type="checkbox"/> Minutes of all stockholders and board of directors meetings.</li> <li><input type="checkbox"/> Corporate by-laws and any amendments</li> <li><input type="checkbox"/> Corporate bank resolution and bank signature cards</li> <li><input type="checkbox"/> Official Certificate of Formation and Operating Agreement with amendments (for LLCs)</li> </ul> <p><b><u>Optional Documents of Be Provided on Request</u></b></p> <p><i>The Certifying Agency to which you are applying may require the submission of the following documents. If requested to provide these documents, you must supply them with your application or at the on-site visit.</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Proof of citizenship</li> <li><input type="checkbox"/> Insurance agreements for each truck owned or operated by your firm.</li> <li><input type="checkbox"/> Audited financial statements (if available)</li> <li><input type="checkbox"/> Personal Federal Tax returns for the past 3 years, if applicable, for other economically disadvantaged owners of the firm.</li> <li><input type="checkbox"/> Trust agreements held by any owner claiming economically disadvantaged status</li> <li><input type="checkbox"/> Year-end balance sheets and income statements for the past 3 years (or life of the firm, if less than three years)</li> </ul> <p><b><u>Suppliers</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> List of product lines carried and list of distribution equipment owned and/or leased.</li> </ul>
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**APPENDIX C – SERVICE CONTRACT PROPOSAL AND QUALIFICATION AND COSTS SUBMISSION FORM**

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## **I- GENERAL INSTRUCTIONS:**

1.1 PUBLISHED NOTICE OF SOLICITATION IDENTIFIES THE “CLIENT/OWNER” AND THE PROFESSIONAL “SERVICE/TITLE” SOUGHT. The Client/Owner, is the public entity or local unit soliciting professional services by way of the “Notice of Solicitation for the Professional Service/Title” provided with the “Solicitation Package” of which these “General Instructions and Submission Criteria” are a part. Said “Notice of Solicitation” is referred to elsewhere in these instructions and throughout the solicitation package and submission documents as the “Notice of Solicitation,” and/or the “Specific Notice.”

1.2 SUBMITTING PARTY SUBJECT TO CLIENT/OWNER’S REQUIREMENTS . The professional services provider submitting a request to provide professional services for the client/owner (hereinafter referred to in the various submission documents as the “respondent”, “provider”, “contractor”, “submitting party”, “applicant”, “vendor”, “service provider” and/or “professional service provider”) owner shall be subject to the specific requirements of the above mentioned “Notice of Solicitation” as well as the requirements contained in these “General Instructions and Submission Criteria” as well as in the “General Contract Provisions”. The provider is charged with employing due diligence with respect to ascertaining and complying with these submission requirements and the fact that any professional services entity is unfamiliar with or unaware of the details of these requirements will not be accepted as an excuse to waive them.

1.3 COMPLETION OF SUBMISSIONS. Each submission must be provided by way of the Standardized Submission Documents which must be signed where indicated by a principal or other duly authorized representative of the professional services entity submitting the proposal. Any additional sheets and attachments should be clearly referenced under the appropriate area of the Form Provided for Submission of “Proposal, Qualifications and Costs.” All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. The sealed responses should include an original and 8 copies of the following submission documents:

1. The “Proposal, Qualifications and Costs Submission Form” signed and dated by the provider and clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).
2. A signed and notarized “Non-Collusion Affidavit.”
3. A signed Disclosure of Ownership form.
4. A “Professional Service Entity Information Form”
5. A copy of the vendor's current "NJ Business Registration Certificate." Information on this certificate can be obtained on the web at "<http://www.state.nj.us/treasury/revenue/busregcert.htm>".
6. Such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this submission.

1.4 Time of Submission. Each submission shall be contained in a sealed envelope addressed to the public entity or local unit of the City of Bayonne soliciting the professional services at the return address shown in the Notice of Solicitation for the position sought as posted on the City of Bayonne's website. The envelope shall specify the Title or Position for which the submission is provided. The submissions is to be clearly marked "Sealed Submission Enclosed" and **must be delivered at the place and time required or mailed so as to be received at or prior to the time set in the "Notice of Solicitation"** or any supplemental specific notice form the Client/Owner extending that deadline.

1.5 ACTUAL DELIVERY REQUIRED. The Client/Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

1.6 ADDITIONAL OR SUPPLEMENTAL MATERIALS. In addition to the required materials, the responding party may submit additional or supplemental materials to demonstrate their qualification or capacity to perform the professional services listed or to illustrate other factors why hiring them to perform the service would be in the best interest of the Client/Owner.

1.7 WITHDRAWING SUBMISSIONS. Submissions forwarded to the Executive Director and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represents the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1.8 MODIFICATIONS OF SUBMISSIONS. Any professional services entity may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The Client/Owner, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the Client/Owner will not know the final price(s) or term(s) until the sealed submission is opened.

1.9 MULTIPLE SUBMISSIONS. Entities and individuals may submit proposals for more than one title or position; however, more than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names for the "same" title or position shall not be considered.

1.10 UNBALANCED SUBMISSIONS. Submissions, which are obviously unbalanced, may be rejected at the option of the Client/Owner.

1.11 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION. Facsimile documents may be included in a submission package; however, facsimile copies are not acceptable for any submission documents requiring authorized signatures, which must be provided with original signatures in ink.

1.13 RIGHT TO REJECT SUBMISSIONS. The Client/Owner reserves the right to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements, to reject any and all submissions or proposals

received without cause and/or to negotiate separately with respect to any submission in any manner necessary to serve the best interests of the Client/Owner.

1.14 RIGHT TO WAIVE INFORMALITIES RESERVED. The Client/Owner expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Client/Owner's judgment serves its best interests.

1.15 TIME AND PLACE OF SUBMISSION OPENINGS. The person designated by the Client/Owner to receive submissions shall receive proposals at the time and place mentioned in the Public Notice for Solicitation up to the deadline set forth therein, and will immediately thereafter be publicly opened with key provisions read aloud and otherwise available for public scrutiny as set forth in the Notice of Solicitation as published on the City of Bayonne's Website.

1.16 ERRORS IN SUBMISSIONS. If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1.17 SUBMISSIONS NOT IN COMPLIANCE. The Client/Owner may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 et seq.)

1.18 TIME FOR AWARD OF CONTRACT. The contracting unit shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, generally no more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as the submitting party may specify or agree to, not to exceed one year.

1.19 METHOD OF AWARD – CONTRACT NOT EXCLUSIVE. The Client/Owner reserves the right to award submissions on a “*service by service*” basis, “*per project*” basis, *in part or in whole* as determined by the Client/Owner. Any professional service contract awarded by the Client/Owner need not be exclusive to one provider or accept all of that provider's offered services. The Client/Owner is not bound to hire one professional service provider for all or part of the scope of services proposed and shall have the option of selecting the services to be provided by the professional from the scope of services offered and to hire one or more firms to provide the same type or scope of services on the same or different projects.

1.20 BUSINESS REGISTRATION AND COMPLIANCE WITH EEO. The successful professional service entity will be required to comply with the requirements of the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts), and 42 U.S.C. §12101 et seq. (the Americans with Disabilities Act) and any final contract shall indemnify the Client/Owner from any violation of these acts caused by the professional service provider, or the provider's agents, servants or subcontractor(s) or the employees of same. **PROOF OF BUSINESS REGISTRATION MUST BE PROVIDED WITH THE SUBMISSION PACKAGE. THIS IS NOT A WAIVABLE DEFECT. INFORMATION**

**ON OBTAINING A BUSINESS REGISTRATION CERTIFICATE IS AVAILABLE ON THE WEB AT [www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm).**

1.21 **After notification of award but prior to execution of any contract**, one of the following three documents as forms of evidence:

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

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.; OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the local entity requesting the professional service to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq. The successful professional service entity may obtain the Employee Information Report at [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf).

Again, this is not required to be in the submission package, but your NJ Business Registration Certificate must be.

1.22 **LIMITATION.** The Client/Owner, or its agents, servants or employees, will not be responsible for any expenses incurred by any respondent in preparing or submitting a proposal. Any Request for Qualifications or Proposals by the Client/Owner is not intended to be an offer, order, or contract and should not be regarded as such. No obligation or liability is imposed on the Client/Owner by issuance of any Request for Qualifications (RFQ), Request for Proposals (RFP), or other request for expression of interest in providing goods or services. The Client/Owner reserves the right, in its sole discretion, to refuse any proposal submitted.

## II. SELECTION CRITERIA

### 2.1 **SELECTION CRITERIA TO BE USED IN AWARDING CONTRACTS.**

Proposals will be evaluated by the Client/Owner on the basis of the most advantageous proposal submitted, with expertise, experience, price and other factors considered. The evaluation will consider:

- A. Compliance with the general instructions and general and specific submission criteria.
- B. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
- C. Experience, references and reputation in the field. Knowledge of the Client/Owner and the subject matter to be addressed under the contract.
- D. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter. Availability to accommodate any required meetings.
- E. The existence of any conflict of interest that may limit or impede the scope of representation.
- F. Cost consideration - including, but not limited to, historical, current and comparable costs for similar professional services from those with similar expertise, experience and/or ability.
- G. Other factors if determined to be in the best interests of the Client/Owner.

**GENERAL CONTRACT REQUIREMENTS & ADDENDUM A, B & C. Absent an express written waiver from the Client/Owner to the contrary, the submitting party (hereinafter referred to in the various submission documents as the “respondent”, “provider”, “contractor”, “submitting party”, “applicant”, “vendor”, “service provider” and/or “professional service provider”) should understand that they will be bound by the following “General Contract Requirements and Addendum” of the Client/Owner for all professional services contracts.**

3.1 ACCEPTANCE OF GENERAL AND SPECIFIC CONDITIONS - PRIORITY OF CONTRACT PROVISIONS - Absent an express written waiver from the Client/Owner to the contrary, the submitting party should understand that they will be bound by these “General Contract Requirements and addendum” of the Client/Owner for all professional services contracts as well as the specific “Position/Title Description and Qualification Criteria” (Schedule A in the Submission Package) of the Client/Owner for the position or professional service to which the contract applies and that the contractual requirements of these general and specific provisions will be incorporated into any final contract. Some of the contents of the proposal submitted by the successful firm or firms(s) (such as, scope or work, fee structure and other terms) may also become part of any final contract. In the event of a conflict between any provisions of that final contract, the language of the body of that final contract shall control first followed (in order or priority) by the specific “Title/Service Description and Qualification Criteria” specified by the Client/Owner, then by these “General Contract Requirements” and addendum, and then last by any incorporated provisions of the Service Provider’s proposal.

3.2 CONTRACT NOT EXCLUSIVE. Absent an express contractual provision to the contrary, any professional service contract awarded by the Client/Owner with respect to a particular professional service or project service is not exclusive to one provider. The Client/Owner may, in its sole discretion, apportion work between and among providers and/or assign more than one provider to the same service or project.

3.3 ASSIGNMENT OR TRANSFER PROHIBITED. Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Client Owner (i.e. the City or the soliciting City Entity).

3.4 SERVICE PROVIDER'S INDEPENDENT STATUS. It is expressly understood and agreed that the status of the professional service entity and its employees, agents, and officers in any contract awarded by the Client/Owner shall be that of an independent contractor retained on a contractual basis to provide professional engineering services for the limited time frame set forth above and it is not intended, nor shall it be construed, that the Service Provider or any of its employees, officers and/or agents is/are (an) employee(s) or officer(s) of the Client/Owner for any purpose whatsoever.

3.5 PROFESSIONAL SERVICES ENTITY'S COMPLIANCE WITH LAWS The professional services entity agrees to fully comply with the provisions of any Federal, *General Contract Requirements – Professional Service & Addendum A, B & C* Page 2 of 6 State, County and Local Government statutes, rules or regulations during the term of the contract including, but not limited to the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts), and 42 U.S.C. §12101 et seq. (the Americans with Disabilities Act) and shall indemnify, defend and hold the Client/Owner against any claim, fine, violation or other cost made and/or assessed against the Client/Owner arising from a violation of those laws caused by the professional service provider or by the professional service provider's agents, servants, subcontractor(s) or the employees of same.

3.6 GENERAL INSURANCE REQUIREMENTS – INDEMNITY. The professional service provider contracting with the Client/Owner shall maintain a minimum of \$1 million in errors and omissions and/or professional liability insurance during the period of performance required of any contract with the Client/Owner as well as such other insurance as may be specified in the "specific requirements" for the position or service contracted for and shall provide proof of such coverage(s) to the Client/Owner prior to performing any work or at any time such proof may be requested by the Client/Owner. The professional service provider contracting with the Client/Owner also agrees to indemnify, defend and hold the Client/Owner harmless against any claim for damages, injunctive relief or other civil liability or restriction made and/or assessed against the Client/Owner due to the actions or negligence of the professional service provider or by the provider's agents, servants or employees.

3.7 PAYMENT - AVAILABILITY OF FUNDS – NO INTEREST. The award of any Contract by the Client/Owner is subject to the Client/Owner's Executive Director or Chief Financial Officer certifying that the necessary funds are available in the year of award. Contracts which span multiple fiscal years are subject to cancellation in the following fiscal year if funds for continuation of the contract into that fiscal year are not approved by the governing body. The obligation of the Client/Owner to make payment to the provider shall be limited to the funds appropriated and made available as set forth above. Provider will be obligated to notify the Client/Owner when 75% of the contract ceiling has been reached. Payments are processed by the Client/Owner following receipt of properly detailed and signed invoices and vouchers and approval by the Board at a regular meeting. Notwithstanding any other provision of the final contract, including any recitation of interest in the provider's rate schedule, no interest or late payment fees or any type shall apply to or be due from the Client/Owner to the provider under this professional services contract.

3.8 ONE YEAR MAXIMUM TERM - TRANSITIONAL PERIOD - Pursuant to N.J.S.A. 40A:11- 3(b), may be awarded for a period not exceeding twelve (12) consecutive months. If, for any reason, a new contract has not been awarded prior to the expiration or

termination of the existing contract, the professional services entity agrees that it will continue to provide services under the terms and condition of the existing contract until a new contract(s) can become completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration or termination of the original (existing) contract.

3.9 *CLIENT/OWNER'S RIGHT TO CANCEL – NO MINIMUM PAYMENT IMPLIED OR GUARANTEED UNLESS SPECIFICALLY PROVIDED.* Client/Owner reserves the right to cancel any contract entered into without cause and without penalty at any time during that contract period by mailing to the “Service Provider” a written notice, certified mail *General Contract Requirements – Professional Service & Addendum A, B & C* Page 3 of 6 return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the firm’s fees shall be prorated for the work satisfactorily performed up to the effective date of termination.

3.10 *CHOICE OF LAW – JURISDICTION- SAVINGS CLAUSE* Any dispute between the Client/Owner and the submitting party with regard to any submission or offer to provide professional services or any contract entered into to do so shall be interpreted, subject to and governed by the jurisdiction and laws of the State of New Jersey and resolved in its Courts, except where jurisdiction is expressly preempted by Federal Law in which case the matter will be subject o the jurisdiction of the United States District Court for the District of New Jersey. Any contract provision later determined to be legally void or unenforceable shall not void the remaining provisions of the contract.

3.11 *INCORPORATION OF ENCLOSED ADDENDUMS A, B and C INTO THESE GENERAL CONTRACT REQUIREMENTS.* Addendums A, B and C to these General Contracting Requirements which concern the submitting professional service provider’s (stated therein as “CONTRACTOR’S”) responsibility for compliance and Equal Employment Opportunities in Public Contracts (ADDENDUM A), the Americans with Disabilities Act (ADDENDUM B) and the New Jersey Business Registration Law (ADDENDUM C) are incorporated by reference as if set forth at length herein.

## **ADDENDUM A - TO "GENERAL CONTRACT REQUIREMENTS"**

### **EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to

**N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**ADDENDUM B - TO "GENERAL CONTRACT REQUIREMENTS"**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The CONTRACTOR and the Client/Owner do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the CLIENT/OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the CLIENT/OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the CLIENT/OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the CLIENT/OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the CLIENT/OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the CLIENT/OWNER or if the CLIENT/OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

**ADDENDUM C TO “GENERAL CONTRACT REQUIREMENTS”**  
**CONTRACTOR RESPONSIBLE FOR COMPLIANCE WITH BUSINESS**  
**REGISTRATION REQUIREMENTS**

Pursuant to P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, all business organizations that do business with a local contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration at the time a bid or proposal is submitted.

A “Business Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

**This law covers construction as well as non-construction submissions.**

Further information may be obtained by visiting the following web site at the State of New Jersey:

[www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm)

The Contractor, represents to the CLIENT/OWNER that it is and will remain in compliance with Business Registration Act during the term of any contract with the CLIENT/OWNER and that it will be responsible for compliance with N.J.S.A. 52:32-44 which imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;

3) During the term of this contract, the contractor 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 contractor, 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.

**SERVICE CONTRACT PROPOSAL AND**  
**QUALIFICATION AND COSTS SUBMISSION FORM**

Please provide the name and address of Submitting Firm/Company, Individual or Entity:

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**Please indicate the Service/ Title for which you are Submitting:**

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**Please State the Name and address of specific City, Authority, Board or other Public Body to which you are responding:**

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*Note: In responding to these questions you may attach additional sheets as necessary. Please be sure to CLEARLY reference all additional sheets or relevant attachments under the appropriate question or area. Material not clearly referenced will not be considered.*

- 1. Is your firm/company willing and able to perform the scope of services set forth in the Notice of Solicitation and the Solicitation Package for the above Service / Title?**

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- 2. If the answer to question 1 is "No", then please explain any exceptions, clarifications or limitations to the scope of services that your firm/company is willing and able to provide?**

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**3. Please provide the names and roles of the individuals who will perform the services, descriptions of their education and experience, degrees, licenses and certifications relevant to those services including specific experience with the Client/Owner to whom this submission is being sent (or with similar Client/Owners).**

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**4. Please discuss your (the firm's/company's) record of success in providing the same or similar services to those being requested.**

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**5. Please provide references who can be contacted to substantiate the above noted experience or record of success for the same or similar service,**

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**6. Please provide a list of your current municipal or public clients as well as past municipal clients.**

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In completing and submitting this form the submitting firm, company, individual or entity acknowledges that it has received and read the following which were provided with the submission materials:

- The Notice of Solicitation for Service, pertaining to the Title/Service which is the subject of this submission
- The "Title/ Service Description and Minimum Requirements" pertaining to the above Title/Service and any supplemental addendum.
- The "General Instructions, Submission and Selection Criteria"
- The "General Contract Requirements and Addendums A, B & C"

**CHECKLIST. The following items, as indicated below, shall be provided with the receipt of sealed submissions:**

1. Service Proposal, Qualifications and Costs Submission Form (This form) **must be signed and dated. Please be sure CLEARLY reference all additional sheets and attachments.** \_\_\_\_\_
2. Non-Collusion Affidavit - **must be signed and Notarized** \_\_\_\_\_
3. Disclosure of Ownership Form - **must be signed** \_\_\_\_\_
4. Service Entity Information Form \_\_\_\_\_
5. Copy of your *Business Registration Certificate* as issued by the State of New Jersey Department of Treasury, Division of Revenue. \_\_\_\_\_
6. A copy of State of NJ, Department of the Treasury, Division of Revenue and Enterprise Services, Certificate of Good Standing. Information on this Certificate can be obtained on the web at <https://www.njportal.com/dor/businessrecords/>. \_\_\_\_\_
7. Disclosure of Investment Activities in Iran \_\_\_\_\_
8. Disclosure of Non-Involvement of Activities in Russia or Belarus \_\_\_\_\_

I certify that I am an authorized representative of the firm or business named below and offer on behalf of the firm or business to provide the services set forth herein in accordance with this submission form and the terms of the solicitation and submission materials noted above. I further certify that the information contained in and attached to this submission is true to the best of my knowledge and belief, with the understanding that it will be relied upon as such by the public entity to which it is being submitted.

Firm/Company: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Firm/Company Name (Print or Type):

BY:

Authorized Representative \_\_\_\_\_  
Print Name Print Title

Signature



**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY : SS.

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name of Affiant) (Affiant's Town, City, Borough or Municipality)

In the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age  
(Affiant's County) (Affiant's State)

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

I am \_\_\_\_\_ of the firm or business \_\_\_\_\_  
(Affiant's Title In Submitting Firm/Company) (Name of Submitting Firm/Company)

\_\_\_\_\_ The Service Entity making the submission to provide services as \_\_\_\_\_

\_\_\_\_\_ to  
(Service/Title/Contract Being Applied for)

the \_\_\_\_\_ (the "Client/Owner")  
(Name of Municipality or Public Entity to which you are applying)

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by \_\_\_\_\_  
(Name of Submitting Service Entity)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

My Commission expires \_\_\_\_\_

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

**DISCLOSURE OF OWNERSHIP FORM**

**N.J.S.A. 52:25-24.2** reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership",

1. If the service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

**COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

**I. Stockholders or Partners owning 10% or more of the company providing the submission:**

NAME:

ADDRESS:

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**II. No Stockholder or Partner owns 10% or more of the company providing this submission:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**III. Submission is being provided by an individual who operates as a sole proprietorship:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SERVICE ENTITY INFORMATION FORM**

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

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\_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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

Partners: -----

Firm/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security No. -----

Signature of authorized agent: -----

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

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: -----

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Address: \_\_\_\_\_



# CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"<sup>i</sup>) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

_____ Signature of Vendor's Authorized Representative	_____ Date
_____ Print Name and Title of Vendor's Authorized Representative	_____ Vendor's FEIN
_____ Vendor's Name	_____ Vendor's Phone Number
_____ Vendor's Address (Street Address)	_____ Vendor's Fax Number
_____ Vendor's Address (City/State/Zip Code)	_____ Vendor's Email Address

<sup>i</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

## Disclosure of Investment Activities in Iran

### NOTICE OF UPDATED DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Local Finance Notice 2024-04 dated February 22, 2024 issued by the NJ Department of Treasury on February 22, 2024, the “Disclosure of Investment Activities in Iran” has been updated. A copy of the updated form is attached and is also available on the State of New Jersey Web Site [https://www.nj.gov/dca/dlgs/programs/lpcl\\_docs/YB%20-%20Disclosure%20of%20Iran%20Investments.docx](https://www.nj.gov/dca/dlgs/programs/lpcl_docs/YB%20-%20Disclosure%20of%20Iran%20Investments.docx) as well as at the City of Bayonne Law Department, 630 Avenue C, Room 15, Bayonne NJ 07002 during normal business hours.

#### STANDARD BID DOCUMENT REFERENCE

STANDARD BID DOCUMENT REFERENCE						
<b>Name of Form</b>	<b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b>					
<b>Statutory Reference</b>	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
<b>Applicability</b>		<b>Y/N</b>		<b>Mandatory</b>	<b>Optional</b>	<b>N/A</b>
	<b>LPCL</b>	<b>Y</b>	Goods and Services	<b>X</b>		
	<b>PSCL</b>	<b>Y</b>	Construction			<b>X</b>
<b>Instructions Reference</b>						
<b>Description</b>	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").					

Please submit the attached updated “Disclosure of Investment Activities in Iran” with your response.

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

<b>Person or Entity</b>	
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**Part 1: Certification**

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

<input type="checkbox"/>	<p><i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i></p>
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**OR**

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i></p>
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**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.**

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

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the **City of Bayonne** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **City of Bayonne** to notify the **City of Bayonne** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **City of Bayonne** and that the **City of Bayonne** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

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**APPENDIX D – RFP CONSULTANT SELECTION AND CONTRACT AWARD PROCESS SCHEDULE**

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**PEDESTRIAN BRIDGE OVER ROUTE 440 PRELIMINARY ENGINEERING AND DESIGN SERVICES  
CONSULTANT SELECTION SCHEDULE**

- 1. RFP Issued** **12/16/2024**
- 2. Deadline for Receipt of Questions from Prospective Bidders** **01/03/2025**
- 3. Deadline for Receipt of Proposals** **01/14/2025**
- 4. Tentative Contract Award Date** **60 Days after Receipt of Proposals**
- 5. Consultant Debriefings (upon request after Notice of Award and Available for 30 days after Notice of Award)**

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**APPENDIX E – CONCEPT DEVELOPMENT REPORT**

**Available on City of Bayonne's Website at**

[https://www.bayonnenj.org/\\_Content/pdf/Bayonne-Pedsetrain-Bridge-Concept-Development-Report-04-15-2024.pdf](https://www.bayonnenj.org/_Content/pdf/Bayonne-Pedsetrain-Bridge-Concept-Development-Report-04-15-2024.pdf)