

JERSEY CITY

DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE
DIVISION OF CITY PLANNING



ROBERT D. COTTER, PP, AICP
PLANNING DIRECTOR

JERRAMIAH T. HEALY, MAYOR
CARL S. CZAPLICKI, DIRECTOR

November 8, 2011

Dear Interested Party,

Enclosed is the Request for Proposals (RFP) for the Liberty State Park Circulator Cost-Benefit Analysis.

The purpose of this project is to conduct a cost-benefit analysis of a range of options for mass transit circulator service throughout Liberty State Park to serve destinations within the park and existing and future adjacent residential development and businesses. The cost-benefit analysis will consider various routes and modes including rail and rubber tire. The range of options will be evaluated using a comprehensive set of quantitative and qualitative evaluation criteria that is anticipated to be developed as part of the study. It is anticipated that this study will result in the identification of a range of feasible concepts for advancement into an alternatives analysis.

As outlined in the attached RFP, the scope of work includes the following major tasks: data collection, an understanding of future conditions, determination of purpose and need, identification of options for a circulator service, evaluation of the various options, development of an implementation strategy, preparation of draft and final reports, public outreach, and collaboration with a Technical Advisory Committee. It is anticipated that the selected consultant team will begin work on the project in January 2012. **All work on this study must be complete by May 31, 2013.**

This effort is funded in part with federal money, and all pertinent federal regulations apply. Federal regulations require the use of Disadvantaged Business Enterprises and/or Emerging Small Businesses Enterprises at a minimum of 15.6% of the total contract amount.

Submissions should be divided into separate technical and cost proposals. The technical proposal must consist of ten (10) copies separately bound and sealed. Proposers must submit one (1) cost proposal in a separate sealed envelope labeled "Cost Proposal for Liberty State Park Circulator Cost-Benefit Analysis."

All proposals must be submitted by **Tuesday, December 6, 2011 at 11 AM** to:

Mr. Peter Folgado, RPPO, QPA, Director
Jersey City Division of Purchasing
1 Journal Square Plaza, 2nd Floor
Jersey City, NJ 07306

The Division of City Planning reserves Wednesday, December 21, 2011 from 10 AM to 2 PM for interviews with prospective consultant firms, if necessary. If the selection committee is unable to reach a decision based on the proposals alone, the highest-ranked proposers will be invited to make presentations to the selection committee. Please see page 20 of the RFP for more details. The lead contact of the consultant team will be contacted by telephone by 3 PM on Monday, December 19, 2011 to schedule the interview.

An information session will be held on Thursday, November 17, 2011 at 10 AM at the Jersey City Department of Housing, Economic Development and Commerce at 30 Montgomery Street, in the large conference room on the 14th Floor, in Jersey City, during which prospective consultants may have the opportunity to ask questions and receive answers. Pre-registration is required to attend this session. To pre-register, e-mail name of individual, firm name, address and telephone number no later than 4 PM on Wednesday, November 16, 2011 to hsun@jcnj.org. Attendance at this session is optional. Information that is provided at this session will not necessarily be distributed to individuals or firms who do not attend this session.

Please direct all other questions regarding this RFP in writing via fax, e-mail, or U.S. mail to:

Naomi Hsu, AICP, PP
Senior Planner - Transportation
Jersey City Division of City Planning
30 Montgomery Street, Suite 1400
Jersey City, NJ 07302
Fax: (201) 547-4323
E-mail: hsun@jcnj.org

All answers will be provided in writing and posted on the City of Jersey City's website: www.jerseycitynj.gov. All questions pertaining to this RFP must be submitted to Naomi Hsu in writing no later than 4 PM on Tuesday, November 22, 2011.

Thank you for your interest in the Liberty State Park Circulator Cost-Benefit Analysis.

Sincerely,

Naomi Hsu, AICP, PP
Senior Planner - Transportation

Enclosure: Liberty State Park Circulator Cost-Benefit Analysis Request for Proposal

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of City Planning

Request for Proposals

Liberty State Park Circulator Cost-Benefit Analysis

Issued: November 9, 2011

Proposal Deadline: Tuesday, December 6, 2011 at 11 AM

Study Purpose and Need

Liberty State Park (LSP) is a 1,212-acre state park owned and operated by the New Jersey Department of Environmental Protection's Division of Parks and Forestry, located on Jersey City's eastern waterfront with unparalleled views and open space. Furthermore, there are many major destinations within LSP, including the Liberty Science Center, ferry access to Ellis Island and the Statue of Liberty National Monuments, the historic Central Railroad of New Jersey Terminal, the park's Interpretive Center, and the Liberty Landing marina. Liberty State Park is one of the City's and State's greatest assets. It is the largest park in Jersey City, the most-visited park in the state, and the second most-visited state park in the nation.

The purpose of the Liberty State Park Circulator Cost-Benefit Analysis is to conduct a cost-benefit analysis of a range of options for mass transit circulator service throughout Liberty State Park to serve destinations within the park and existing and future adjacent residential development and businesses. The cost-benefit analysis will consider various routes and modes including rail and rubber tire. The range of options will be evaluated using a comprehensive set of quantitative and qualitative evaluation criteria that is anticipated to be developed as part of the study. This study will result in the identification of a range of feasible concepts for advancement into an alternatives analysis.

This study is funded in part with federal funds through the North Jersey Transportation Planning Authority (NJTPA), the Metropolitan Planning Organization (MPO) for the 13-county northern and central New Jersey region, of which Jersey City is a part. Per federal requirements, the City of Jersey City is providing a 20% local match of the total grant award. As such, this study and the consultant contract, are subject to all federal, state, and local laws, rules, and regulations.

This analysis of the costs or benefits of various modes and/or alignments should not be construed as any part of an alternatives analysis for the purposes of compliance with the National Environmental Policy Act (NEPA) or state or federal transit planning procedures. The intended utility of this study is to eliminate certain alternatives as cost-inefficient prior to the commencement of the Concept Development phase of work (which includes the alternatives analysis phase). Work completed as part of this study shall be consistent with NEPA and Federal Transit Administration (FTA) requirements.

Liberty State Park is a major local and regional destination that provides open space and is the home of several landmarks and attractions including the Liberty Science Center, the Central Railroad of New Jersey Terminal, the park's Interpretive Center, and ferry access to the Statue of Liberty and Ellis Island National Monuments. A mass transit circulator service will support tourism and enhance the multi-modal mass transit network for park visitors as well as residents and workers. The circulator route could include a high-quality transfer to/from the existing Liberty State Park station of the Hudson-Bergen Light Rail (HBLR), located at the northwestern edge of LSP.

Previous studies have found that mass transit circulator service in Liberty State Park is needed. In 2008, a Rutgers University graduate planning studio found that mobility in and around LSP, New Jersey's most-visited park, needs considerable improvement. Both the HBLR Liberty State

Park station and its adjacent 1,700-space park-and-ride lot are potentially valuable to circulation in the vicinity of or within LSP, but no transit connection exists to connect that station and park-and-ride lot to existing or anticipated destinations in and around LSP, which are all beyond reasonable walking distance. Jersey City has a high transit-dependent population and was identified by the NJTPA in 2007 as an Environmental Justice community. Because 40% of Jersey City residents are without access to a car, residents are reliant upon alternate modes such as mass transit to access park facilities. In 2010, in order to help close a budget shortfall, NJ TRANSIT discontinued the #305 shuttle, which connected some points within LSP. During Summer 2011, service on a private shuttle route that provided similar service was implemented at reduced levels; service was limited to the weekends during the summer months. Several sources of funding supported the service, including private monies, which ran out by the end of Summer 2011. The lack of regular mass transit service to the park's interior discourages use of the HBLR as the penultimate link into LSP from northern and central New Jersey's extensive transit system, most notably bus service, NJ TRANSIT's commuter rail lines and PATH. This situation assures a predominant modal share for autos and charter buses.

Additionally, the Liberty State Park Access Study, prepared by the City of Jersey City in 2005, found that the demand for parking that serves LSP will increase in the coming years and identified the LSP HBLR station park-and-ride lot as an opportunity for shared parking, since, in general, the parking demand of commuters complements that of park visitors. However, the LSP Access Study stated that spaces in the park-and-ride lot could serve park visitors only if a reliable circulator service were available from the lot to destinations within LSP. It is not desirable or feasible to construct additional parking spaces near or within LSP to serve park users. Land in LSP is Green Acres encumbered, which makes the process of converting park land to other uses exceedingly difficult, and it is preferable to redevelop other lands near the park for uses that are more productive than surface parking. Furthermore, in order to discourage park visitors from driving to LSP and exacerbating congestion on local streets, the amount of parking for automobiles should be minimized while options for mass transit should be enhanced. A circulator service would not only increase mass transit options to the interior of LSP and environs but would also maximize the utility of existing parking spaces.

The circulator could also serve the industrial area adjacent to LSP to its south for job access and anticipated redevelopment nearby, including the planned 2,000-unit Residences at Liberty. Furthermore, the occupants of the 8,500 additional residential units anticipated in redevelopment plan areas adjacent to LSP and an increasing residential population in Jersey City, especially near HBLR stations, will support a new circulator service. A mass transit circulator through the park, with world-class views of Manhattan, the Statue of Liberty, and Ellis Island may also attract tourist transit riders through the park, which would boost ridership. This study would be the opportunity to perform a comprehensive study of park and local mass transit needs.

Description of Study Area

The primary study area is Liberty State Park and the areas immediately adjacent to the park. However, since Liberty State Park and environs are a regional destination, the needs of all visitors, regardless of origin, will be considered as part of this study.

To the south of Liberty State Park is the Liberty Industrial Park, which is an active commercial area. Further south is the Liberty National Golf Course, a world-class facility that will include the 2,000-unit Residences at Liberty. To the west and north of LSP are residential neighborhoods in various redevelopment plans where redevelopment is on-going and anticipated to continue into the foreseeable future. The Jersey City Master Plan anticipates 8,500 new residential units to be constructed in the various redevelopment plan areas, including Liberty Harbor North, Grand Jersey, and Morris Canal, to the immediate north and west of LSP.

As LSP is bound on three sides by water, land access to and from the park is limited to the western and northern edges. LSP is accessible from the I-78/NJ Turnpike Extension as well as from a handful of local streets. A footbridge for bicycles and pedestrians across the mouth of Mill Creek links the park to Jersey City's Hudson River waterfront. There are approximately four miles of roadway within LSP. On the northwestern edge of LSP is the Liberty State Park station of the Hudson-Bergen Light Rail, which provides a one-seat ride between the park and Bayonne, northern Hudson County, Hoboken, downtown Jersey City, and the west side of Jersey City. It is also possible to access LSP via ferry from lower Manhattan and downtown Jersey City. While there are several options to bring visitors to the park's western and northern edges, there is no regular mass transit service in the interior of the park.

Goals and Objectives

The goal of the study is to determine the extent of a purpose and need for an attractive mass transit circulator service around destinations within Liberty State Park and environs in order to reduce dependency on private automobiles, and, if warranted, to identify potential cost-effective options for addressing any established need.

The purpose of the study is to establish any purpose and need that may exist for mass transit circulator service around Liberty State Park and the surrounding community, to identify feasible concepts for a mass transit circulator service primarily within Liberty State Park, and to eliminate cost-infeasible alternatives. Any mass transit circulator shall provide an attractive service for current and future visitors of the park and, if feasible, neighboring destinations. To the greatest extent possible, the circulator should capitalize on adjacent land uses, which are potential sources of ridership. Also, any circulator system should provide connectivity to existing mass transit service in the area.

The study process and products shall be informed by input from stakeholders and the general public. All work performed as part of this study shall be consistent with the FTA and NEPA processes, to allow concepts identified by this study to potentially advance to an alternatives analysis. Furthermore, the study shall determine if a Purpose and Need Statement per FTA requirements is needed and warranted.

Regional Impact

Jersey City is the second most populous city in the state with a growing residential population and a regional employment center. Increasing mass transit opportunities to, from, and within the park and surrounding areas will benefit residents and visitors alike.

With 6 million visitors each year, Liberty State Park is the most-visited park in the state and the second most-visited state park in the nation. LSP is a local, regional, national, and international destination with a ferry connection to the Statue of Liberty, a designated National Monument and UNESCO World Heritage Site, and Ellis Island. In 2005, approximately 20% of visitors to the Statue of Liberty/Ellis Island - or roughly 600,000 people – arrived by ferry departing from LSP. The Liberty Science Center on the park's western edge is a regional destination, with 700,000 visitors in 2007. The landmarked Central Railroad of New Jersey Terminal located on the LSP's waterfront is another draw.

The State Development and Redevelopment Plan (SDRP) designates Jersey City as an Urban Center. According to the SDRP, it is the state's goal to concentrate redevelopment in Urban Centers/Metropolitan Planning Areas and provide for a variety of multi-modal transportation alternatives.

Scope of Work and Deliverables

The following is a list of recommended tasks for this project. These tasks may be considered a starting point for configuring tasks, but respondents are encouraged to prepare proposals they consider to be the most appropriate to effectively and efficiently accomplish the stated goals of the project and produce quality deliverables. Note that although these tasks are presented below in sequential order, the consultant might find it beneficial to conduct work on different tasks in parallel, and may need to conduct work in a different order than presented below. In submitting cost proposals, budgets should be detailed for each specific task. The consultant shall conduct all of the following tasks outlined in the scope of work, unless otherwise specified.

All deliverables must be in a digital, industry-standard format to be approved by Jersey City staff and the NJTPA. All consultant work products shall be the property of the City of Jersey City and the NJTPA and shall be conveyed to the City prior to final payment.

All accumulated data, including images, raw data from surveys, and derived GIS layers, will be provided to Jersey City. All GIS data submissions will follow NJTPA's Enterprise GIS documentation requirements, which is available at <http://www.njtpa.org/DataMap/GIS/NJTPAEnterpriseGIS.aspx>.

The tasks and associated task deliverables described in the Scope of Work are a **minimum**. Proposers may include additional tasks and deliverables in the proposals where they deem appropriate.

Task 1: Existing Conditions, Project Website

In order to understand current conditions and existing plans, the consultant shall compile and review existing documents. If existing data are insufficient, the consultant shall be responsible for the collection of new data.

The consultant shall determine current travel demand and needs of park visitors and those who live and/or work near LSP, as well as the constraints to and opportunities that support a mass transit circulator that serves LSP and environs. At a minimum, the consultant shall gain a thorough understanding of the following:

1. Environment and destinations within Liberty State Park
2. Environment and land uses/development near Liberty State Park
3. Mass transit service to/from LSP and environs
4. Park visitation
5. Mass transit ridership
6. Parking utilization
7. Neighborhood demographics and location of potentially-impacted Environmental Justice communities
8. Existing and planned vehicular, bicycle, pedestrian and watercraft connections to Liberty State Park

The consultant shall review existing documents, including but not limited to the Circulation Element of the Jersey City Master Plan, the Jersey City Land Development Ordinance, all relevant redevelopment plans, the Liberty State Park Regional Access Study Final Report, the Regional Waterfront Access and Downtown Circulation Study Final Report, the Jersey City Bus Study prepared by NJ TRANSIT dated November 2009, Conceptual Design and Streets Improvement Plan for Jersey Avenue Extension dated July 2011, and the final report for the Rutgers University graduate planning studio. The consultant shall review all relevant data and documentation related to the LSP master plan and restoration projects.

The consultant shall collect and analyze all relevant data and information in order to assess the existing conditions of LSP and environs and the transportation network that serves the area, including but not limited to demographics, preliminary environmental screening, parking utilization, identification of current transit service, transit ridership, and park visitors. Furthermore, the consultant will conduct origin-destination surveys and/or traffic counts.

Through their research, the consultant should attempt to gain an understanding of the reason(s) for low ridership on the NJ TRANSIT #305 shuttle prior to its elimination in May 2010.

The consultant shall identify “best practices”, including examples of mass transit circulators that serve state and/or federal parks and projects funded by the Sarbanes Transit in Parks program, in order to inform the identification of options for mass transit circulators in LSP.

Early in the study, the consultant shall develop and host a study-specific website that will be updated regularly for the duration of the study. At a minimum, the website will include contact

information for the project team, announcements for public meetings, study background information, and work products and other materials for public distribution. The website should be interactive and include a forum that allows users to post comments and questions. Key components of the website should be in English and Spanish.

Products: Technical Memorandum 1 that summarizes existing conditions and includes a narrative that describes the methodology and findings of the data collection with necessary exhibits (e.g., maps, tables) and a summary of best practices. Data files of any new data collected. Launch of study website.

Task 2: Future Conditions

The consultant shall develop projections for future conditions in the study area. Any traffic modeling shall be performed using Paramics microsimulation traffic software or approved equivalent as part of this task. During this task, the consultant shall identify future needs of park visitors and those who live and/or work near the park by examining data including, but not limited to, anticipated redevelopment in the study area, planned improvements to the transportation network that serves LSP and environs, and planned improvements to the park and destinations within LSP. It is anticipated that the consultant will develop projections of park visitors and potential transit ridership. The consultant shall identify future constraints to and opportunities that support a mass transit circulator that serves LSP and environs.

Product: Technical Memorandum 2 that describes future conditions and summarizes the methodology used to determine future conditions.

Task 3: Determine Purpose and Need

The research performed in Task 1 and 2 should provide sufficient information to identify the extent to which a mass transit circulator that serves LSP and environs is needed and warranted. Should such a service be warranted based upon the findings of Tasks 1 and 2, the consultant shall develop a Purpose and Need Statement. The Purpose and Need Statement shall inform the goals and objectives of a mass transit circulator service. The Purpose and Need Statement shall be clear and easy to understand and shall include a single sentence statement of the purpose and need.

Product: Technical Memorandum 3 that includes a Purpose and Need Statement as well as Goals and Objectives of a circulator service.

Task 4: Options for Circulator Service and Public Meeting 1

If warranted by the findings of Tasks 1-3, the consultant shall identify a range of options for a mass transit circulator service in Liberty State Park that will consider various routes and modes to meet existing and future needs. One of the options shall be a “no build” option. The options should consider connectivity to the HBLR and/or other existing mass transit service as well as destinations within and adjacent to LSP or to/from a potential new Jersey Avenue station that may be constructed as part of a possible HBLR re-alignment.

In addition to the route and mode, the consultant shall consider, for each option, vehicle/equipment (including vehicles powered by alternative fuels), station design and location, supporting infrastructure (including tracks, maintenance facilities, layovers), operating plan, and maintenance requirements.

It is anticipated that the consultant will hold a public meeting during Task 4 to present the work completed to date and to solicit input from the public. A public comment period shall follow the public meeting.

Products: Technical Memorandum 4 that describes options for mass transit circulator service in LSP and environs. Summary of public comments submitted during public comment period.

Task 5: Evaluation

The consultant shall develop a methodology, which is anticipated to include evaluation criteria and a scoring system, or use an existing methodology, with which to fairly evaluate the various identified options. The costs and benefits of each option shall be identified and evaluated. It is anticipated that the evaluation will consider, for each option, potential ridership, capital costs, operation and maintenance costs, availability of potential funding source(s)/resource(s), capacity of responsible agency/agencies, timeframe/phasing plan, economic impacts, environmental impacts, cultural impacts, and congestion mitigation. Particular attention should be paid to the impacts of the current economic climate on funding sources and funding availability.

The Goals and Objectives of the mass transit circulator developed as part of Task 3 shall inform the scoring of the options.

Options will be evaluated using the methodology, and the lowest-ranked option(s) will be eliminated.

Products: Technical Memorandum 5 that describes the methodology used to evaluate range of circulator options and the scoring of the options.

Task 6: Implementation Strategy

The consultant shall identify potential next steps, i.e. prepare a strategy to prioritize and advance the feasible options(s) identified through the evaluation process. It is anticipated that the implementation strategy will include the identification of possible implementing agencies, timeframe, phasing plan, and potential funding source(s). It is anticipated that inclusion in an Alternatives Analysis will be the appropriate “next step” for many top-scoring options. However, the consultant shall identify any “low-hanging fruit,” projects (or portions of projects, if appropriate) that may be implemented in the short term. Particular attention should be paid to the impacts of the current economic climate on funding sources and funding availability. The consultant should explore innovative funding sources and partnerships to advance the options, including but not limited to public private partnerships, partnerships with non-profit organizations, partnerships with TMA(s), and the use of CMAQ funds. If appropriate, the consultant shall identify steps to add the project to the Project Development Work Program.

Product: Technical Memorandum 6 that describes the implementation strategy for priority option(s).

Task 7: Draft Final Report and Public Meeting 2

The consultant shall prepare a draft of the final report that summarizes all work completed for review by City and NJTPA staff and the Technical Advisory Committee. It is anticipated that the draft final report will include Technical Memoranda 1-6. The consultant shall revise the draft final report to address comments from City and NJTPA staff and the Technical Advisory Committee.

This study will determine the extent of the purpose and need for mass transit circulator service in Liberty State Park, and, if so warranted, will eliminate infeasible alternatives and identify the specific steps to advance remaining alternatives.

The final report shall include, but shall not be limited to, an assessment of current and future parking and traffic conditions, an analysis for potential ridership, the determination of purpose and need, and, if such is established, identification of concepts for a circulator service, the elimination of unreasonable or infeasible alternatives, and development of an implementation plan.

It is anticipated that the consultant will hold a public meeting during Task 7 to present the draft final report to the public for comment. A public comment period shall follow the public meeting.

Product: Draft final report and summary of public comments submitted during public comment period.

Task 8: Final Report

The consultant team shall prepare the final report revised per comments from the City and the NJTPA, the Technical Advisory Committee, and the public and distribute copies to City staff, the NJTPA, and the Technical Advisory Committee. A digital copy of the plan shall also be provided to the City of Jersey City and the NJTPA in Microsoft Word and Adobe PDF formats that City/NJTPA staff are able to edit and modify, if necessary. In addition, an electronic copy of a Power Point presentation outlining final report study process and findings will be provided. All work products and data collected shall be the property of the City of Jersey City and the NJTPA.

Product: A digital copy of the final report in a format that may be edited by City and NJTPA staff, all data collected throughout the study, and traffic model(s) (if applicable). Five (5) hardcopies of the final report and CDs of the final report in Adobe PDF format for distribution (approximately 30). An electronic copy of a power point presentation outlining final report study process and findings.

The following disclaimer statement shall appear on the cover or the title page of the final report and any published report concerning this Project:

"The preparation of this report has been financed in part by the U.S. Department of Transportation, North Jersey Transportation Planning Authority, Inc., Federal Transit Administration and the Federal Highway Administration. This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government assumes no liability for its contents or its use thereof."

In addition, the NJTPA logo should be displayed on the cover and/or title page of any published report concerning this project, except for products that contain no logos or other agency identification.

Concurrent Tasks

In addition to Tasks 1-8, the consultant shall perform the following tasks throughout the duration of the effort.

- Project Management and Communication

The selected consultant will work under the direction of the Jersey City Division of City Planning (DCP), a division of the Jersey City Department of Housing, Economic Development and Commerce, and the North Jersey Transportation Planning Authority. Jersey City's transportation planner will serve as the project manager or "point person" for the City. The DCP and NJTPA will review all draft work products throughout the planning process; DCP will coordinate and facilitate all communication between the consultant, Jersey City staff, the Technical Advisory Committee, and general public. The consultant will meet monthly with Jersey City staff to provide study progress updates, present work in progress, and discuss project administration. Written progress reports and invoices shall also be submitted at the end of each month. The consultant may meet with members of the Technical Advisory Committee as needed to provide progress updates.

- Technical Advisory Committee Meetings

The City's project manager will convene a Technical Advisory Committee (TAC) to guide the effort that will include representatives from the City, County, State, and Park agencies including, but not limited to NJTPA, NJDEP, NJ TRANSIT, National Parks Service, and Hudson TMA. The TAC will be a valuable resource for the selected consultant. The TAC will assist the consultant team with data collection when applicable and review consultant task deliverables. The Technical Advisory Committee shall meet regularly throughout the study. At a minimum, it is anticipated that the Technical Advisory Committee will convene once during each consultant task. The consultant shall be responsible for preparing the agenda, materials, and minutes for Technical Advisory Committee meetings as well as leading discussions at the Technical Advisory Committee meetings.

- Public Meetings

Over the course of the study, at least two meetings of the general public (compliant with NEPA requirements) will be convened. The purpose of public meetings is to provide an open forum to solicit input on the study process and products. Therefore, attention shall be paid to the scheduling, notice, format, and presentation materials of all public meetings. Meetings of the Technical Advisory Committee shall not constitute public meetings. The City's project manager shall be responsible for reserving accessible locations for public meetings, responding to public inquiries, and assisting in the advertisement of public meetings. The consultant shall be responsible for advertisement of public meetings and the preparation of the agenda, materials, and/or presentations for public meetings. When appropriate, meeting materials shall be made available to the public in advance of the meeting. The public shall be given ample opportunity to review and provide feedback on consultant work products. Each public meeting shall be followed by a public comment period during which the public may submit written comments. As part of the NJTPA's Environmental Justice Study, Jersey City has been identified as an Environmental Justice Community. Therefore, efforts shall be made to reach the widest audience possible. Innovative and effective ways to engage the public are encouraged. Consultant teams must have Spanish language capabilities, including the ability to provide translation services at meetings and prepare meeting materials in Spanish.

In addition to the public meetings, the consultant may be asked to make occasional presentations to the City's governing bodies including the Jersey City Planning Board and the Jersey City Municipal Council.

- Website

To facilitate the dissemination of information, the consultant shall create a website that will remain active for the duration of the effort. Content of the website shall include study background, meeting announcements, meeting minutes and handouts, draft and final work products, and contact information for the project team. Key components of the website should be in English and Spanish. The website must be live by the completion of Task 1 and shall be maintained and updated for the duration of the project by the consultant.

- FTP Site

The consultant should have the capability of transferring larger format documents to/from the City, via a secure FTP site or an approved alternative.

- Quality Control

The selected consultant shall have a procedure and personnel in place to ensure the quality, accuracy, and timeliness of its work and task deliverables. These procedures must be described in the Technical Proposal and budgeted in the Cost Proposal.

Desired Project Timeline

It is expected that the selected consultant will begin work on the project in January 2012. Below is the desired timeline:

Months	Task	Anticipated Percentage of Total Consultant Hours
1-3	Task 1 – Existing Conditions	15%
4-6	Task 2 – Future Conditions	15%
7	Task 3 – Determine Purpose and Need	5%
8-9	Task 4 – Options for Circulator Service	15%
10-12	Task 5 – Evaluation	15%
13-14	Task 6 – Implementation Strategy	10%
15	Task 7- Draft Final Report	10%
16-17	Task 8 – Final Report	5%
1-17	Concurrent Tasks	10%

The project schedule must allot ample time for the review of deliverables by Jersey City staff, the NJTPA, TAC, and/or general public and consultant revisions in response to comments. While deliverables are being reviewed, it is expected that the consultant will continue work where appropriate.

All work on this effort (including final invoicing) must be complete by May 31, 2013.

However, a compressed timeline that accomplishes, at a minimum, all tasks described in this RFP is preferred.

Monthly Reports and Invoices

The consultant must submit a progress report and invoice at the end of each month. Invoices must include the hourly rate, hours billed per task, and total invoiced amounts for each employee that works on the project. Rates, hours per employees, and hours per task shall be in accordance with the Technical Proposal and contract. Time sheets or certified payroll will serve as proof of hours charged to invoices, and receipts must be provided as proof of direct expenses. Invoices must be submitted in the specified format for payment. Failure to submit invoices in the

specified format may delay payment. The final invoice must be submitted by May 31, 2013. All claims for cost overruns will be denied.

Consultant Selection Criteria

The selected consultant team should have expertise in the following areas:

- experience with FTA and NEPA programs and requirements
- mass transit planning
- excellent written and oral communication skills
- public outreach
- bicycle/pedestrian planning
- shared-parking strategies
- city planning for a highly-urbanized environment

The day-to-day project manager for the consultant team must have both New Jersey Professional Planner license and AICP certification.

A consultant-selection committee will evaluate all proposals based on the following criteria and weights:

Evaluation Criteria	Points
Cost Proposal	10
Consultant Team Qualifications (including but not limited to organizational capacity, project management ability, qualifications of assigned staff, past projects of assigned staff)	20
Technical Approach	25
Understanding of Scope of Work (including but not limited to familiarity with Jersey City)	25
Creativity and Innovative Ideas	10
Schedule and Deliverables	10
Total	100

Content of Technical Proposal

Proposers must submit a technical proposal that must include the following sections in the order shown below.

1. Summary Statement

The proposal must contain an opening statement of no more than two pages that summarizes how the consultant or consultant team will accomplish the goals of the study and the roles and qualifications of the consultant firm and the members of the consultant team.

2. Statement of Qualifications

The proposal must include the general qualifications and experience relevant to this study for each organization on the consultant team. The NJTPA and Jersey City recommend that prospective consultant firms partner with other firms in order to meet the needs of this project. This consultant contract, financed in part with federal funds, is 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." For studies drawing on federal funding under a NJTPA grant, the DBE/ESBE participation goal shall be at minimum 15.6% (see attached "DBE and ESBE Participation" provisions for further details).

The proposal must identify all organizations and individuals within the organizations who will participate on the consultant team and include the qualifications of both the consultant firm(s) and resumes of all assigned staff. Any samples of prior work included in the proposal must be the work product of the specific proposed team members. Generic firm project descriptions by professionals not proposed to be part of the project team are unacceptable. The proposal must describe the tasks to be performed by each individual on the consultant team and the amount of time that each person will contribute to the total time spent on the study. Any requests for substitutions to the assigned staff must be placed in writing and will be subject to approval by both Jersey City's and the NJTPA's project managers for the study. In addition, this section of the proposal must include:

- a. An organization chart showing the reporting and reviewing relationships of all participants in the consultant team
 - b. The name of the Disadvantaged Business Enterprise(s) and/or Emerging Small Business Enterprise(s), the firm's DBE or ESBE certification, participating staff from the DBE and/or ESBE, and specific tasks to be performed by the DBE and/or ESBE (and/or documentation of good faith efforts)
 - c. The contact information, including name, title, street and mailing addresses, telephone, fax, and e-mail and website addresses for the lead members of each firm or organization of the consultant team
 - d. The name and contact information for a consultant team project manager/principal contact with a description of a plan for day-to-day communications between consultant team project manager and Jersey City project manager
 - e. A description of the consultant team's Quality Control/Quality Assurance procedures
 - f. Certification of the availability of professional and technical staff during the life of the project
- ## 3. Scope of Work/Project Approach and Timeline
- The proposal must include a Scope of Work and project timeline that shows major milestones, no longer than 10 pages, detailing how, at a minimum, all tasks described in the Scope of Work section of this RFP are to be completed. The proposed format of public meetings should be described. The project timeline should indicate major milestones and the percentage of time each task represents.

4. Proposed Schedule of Deliverables (Work and invoicing must be complete by May 31, 2013.)

The proposal must include a table that defines and describes the deliverable(s) (work products) associated with each task and subtask and the anticipated date of submission of each task deliverable in terms of weeks from project initiation. All final products must be submitted in electronic and hard copy versions. The proposal must state the specific formats for each task deliverable. (Microsoft formats, Adobe PDFs, and ArcView are preferred.) Jersey City and NJTPA staff will approve the format for all deliverables. All modeling and GIS data shall be to City and NJTPA standards. All final deliverables must be submitted to the City by May 31, 2013.

5. Proposed Schedule of Meetings/Presentations

The proposal must include a table that shows all progress update meetings and meetings of the Technical Advisory Committee and general public. The proposal should indicate the number of presentations to governing bodies anticipated/budgeted.

6. Jersey City Responsibilities

The proposal must include discussion of the consultant's assumptions of the responsibilities of the City of Jersey City. This section should describe in detail what Jersey City should accomplish in order for this effort to succeed.

7. Assumptions and Qualifications

In this section, list other assumptions or qualifying statements that relate to the proposal or project.

8. References

Please provide the contact information for three references, outside Jersey City staff, associated with prior relevant work by the consultant team or its lead members. At least one reference should be from the public sector. At least one reference should be from an individual who has worked directly with the lead consultant team's project manager within the last 5 years.

9. Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, the consultant shall submit with its proposal a copy of its Business Registration Certificate issued by the State of New Jersey Department of Treasury.

10. Equal Employment Opportunity and Affirmative Action Requirements

Consultants are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Additionally, Consultant's commitment to diversity: Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the established regulations, should be described. Questions in reference to EEO/AA Requirements for Goods, Professional Services, and General Service Contracts should be directed to:

Ms. Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street, Room 103
Jersey City, NJ 07302
Tel: (201) 547-4533
Fax: (201) 547-5088
E-mail Address: abuanJ@jcnj.org

The attached EEO/AA forms must be completed and submitted with proposals.

11. Certification of Compliance with the City of Jersey City Contractor Pay-to-Play Reform Ordinance 08-128

The attached Certification of Compliance with the City of Jersey City Contractor Pay-to-Play Reform Ordinance 08-128 must be completed and submitted with proposals.

Content of Cost Proposal

The City of Jersey City is seeking a cost plus fixed fee proposal for the Scope of Work. The consultant will be paid on a cost reimbursement basis for costs incurred, up to a fee not to exceed the total budget agreed to by both parties. To be eligible for reimbursement, costs must be in accordance with federal cost principles. Proposers must submit a cost proposal itemized by each major task in the Scope of Work, which is inclusive of all expenses.

The proposer must submit a cost proposal that is separate from the technical proposal. **Please see the sample budget attached to this RFP.** The consultant must submit the following:

- firm's name and the project name for which the schedule applies
- date of submission
- a list of all personnel working on the study, including subconsultants, with job titles
- the hours per task for each employee
- the hourly wage rate for each employee with the effective date of hourly wage rates
- identification of DBE/ESBE firm(s) on the consultant team (a minimum of 15.6% of total budget must be allocated to the DBE/ESBE firm(s) or documentation of good faith efforts will be required to be submitted)
- overhead rate
- other direct expenses
- fee (or profit; this is a negotiated percentage of the sum of direct salary plus overhead)
- the length of time that the cost appraisal is considered valid

Information Session

An information session will be held on Thursday, November 17, 2011 at 10 AM at the Jersey City Department of Housing, Economic Development and Commerce at 30 Montgomery Street, in the large conference room on the 14th Floor, in Jersey City, during which prospective consultants may have the opportunity to ask questions and receive answers. Pre-registration is required to attend this session. To pre-register, e-mail name of individual, firm name, address, and telephone number no later than 4 PM on Wednesday, November 16, 2011 to hsun@jcnj.org. Attendance at this session is optional. Information that is provided at this session will not necessarily be distributed to individuals or firms who do not attend this session.

Project Manager

The Jersey City Division of City Planning will manage this study on behalf of the City and the NJTPA. The project manager is:

Naomi Hsu, AICP, PP
Senior Planner - Transportation
Jersey City Division of City Planning
30 Montgomery Street, Suite 1400
Jersey City, NJ 07302
Fax: (201) 547-4323
E-mail: hsun@jcnj.org

All inquiries about this RFP must be submitted to the Project Manager in writing via fax, e-mail, or U.S. mail. The Project Manager will post written responses on the City of Jersey City's website: www.jerseycitynj.gov. The deadline for submission of written questions is Tuesday, November 22, 2011 at 4 PM.

Prospective proposers or their representatives may not engage in contact or communication on any aspect of this notification with any member of the Technical Advisory Committee, its constituent members, employees or officials of the City of Jersey City, or the North Jersey Transportation Planning Authority, except by the process described herein. Violators of this provision shall be disqualified from consideration.

Instructions for Submission

Submissions should be divided into separate technical and cost proposals. The technical proposal must consist of ten (10) copies separately bound. Proposers must submit one (1) cost proposal in a separate sealed envelope labeled “Cost Proposal for Liberty State Park Circulator Cost-Benefit Analysis.”

Proposals must be submitted by 11 AM on Tuesday, December 6, 2011 to:

**Mr. Peter Folgado, RPPO, QPA, Director
Jersey City Division of Purchasing
1 Journal Square Plaza, 2nd Floor
Jersey City, NJ 07306**

Consultant’s proposal is prepared at its own cost and expense. The City will not be responsible for paying any of the costs or expenses associated with the preparation or submission of a proposal.

CONSULTANT IS REQUIRED TO COMPLY WITH THE REQUIREMENTS OF N.J.S.A. 10:5-31 ET SEQ. AND N.J.A.C. 17:27 (SEE MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS). CONSULTANT FOR GOODS AND SERVICES, THAT ARE NOT SUBJECT TO A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM SHALL SUBMIT TO THE PUBLIC AGENCY, AFTER NOTIFICATION OF AWARD BUT PRIOR TO EXECUTION OF A GOODS AND SERVICES CONTRACT, ONE OF THE FOLLOWING THREE DOCUMENTS:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or a sanctioned affirmative action program; or
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ALSO ATTACHED TO THE REQUEST FOR PROPOSALS ARE ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS.

CONSULTANT IS ALSO REQUIRED TO COMPLY WITH THE REQUIREMENTS OF P.L. 2004, C. 57 WHICH INCLUDES THE REQUIREMENT THAT CONTRACTORS PROVIDE COPIES OF THEIR BUSINESS REGISTRATION CERTIFICATES ISSUED BY THE NEW JERSEY DEPARTMENT OF THE TREASURY.

A party responding to the RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of

the related organization and the relationship. If a party responding to this RFP is a partnership, it shall list the names of all partners. If a party responding to this RFP is a corporation, it shall list the names of those stockholders holding 10% or more of the outstanding stock.

This RFP constitutes an invitation to submit proposals to the City. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any proposal, or any part thereof, for any reason whatsoever or to reject all proposals for any reason whatsoever.

Time for Submitting Proposals

All proposals must be in writing and must be delivered to Peter Folgado, RPPO, QPA, Director of the Jersey City Division of Purchasing, no later than **11 AM on Tuesday, December 6, 2011**. Any proposals received after this time will be rejected. Proposals may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail proposals to: Mr. Peter Folgado, RPPO, QPA, Director, Jersey City Division of Purchasing, 1 Journal Square Plaza, 2nd Floor, Jersey City, New Jersey 07306. Proposals sent by mail must be received by the purchasing agent no later than 4:00 PM of the last business day before the proposal due date. Proposals sent by courier service must be delivered to the purchasing agent no later 11:00 AM on Tuesday, December 6, 2011. The City shall not be responsible for the loss, non-delivery or physical condition of proposals sent by mail or courier service.

Award of Contract

Proposals will be reviewed for compliance with the terms and conditions of the RFP. Any proposals not responsive to the RFP will be rejected. The contract will be awarded as an extraordinary unspecifiable services contract pursuant to N.J.S.A. 40A:11-5(l)(a)(ii). The Municipal Council will vote to accept the proposal of a Consultant within 60 days of the receipt of proposals, except that the proposals of any Consultants who consent thereto, may, at the request of the city, be held for consideration for such longer period as may be agreed. Within twenty (20) days of contract award by the City Council, the Consultant shall execute an agreement with the City containing all the terms and conditions of this RFP. In the event that this deadline is missed, the parties may agree in writing to an extension of this time limit.

Name of Consultant: _____
Address: _____
Telephone Number: _____
Date: _____

Insurance

1. The selected consultant shall purchase and maintain the following insurance throughout the term of the study.
 - A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages – covering as insured the Consultant with not less than ONE MILLION (\$1,000,000) DOLLARS. The City of Jersey City, its agents, servants shall be named as additional insured.

- B. Automobile Liability Coverage: covering as insured the Consultant with not less than TWO MILLION (\$2,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.
- C. Workers' Compensation Insurance: benefit securing compensation for the benefit of the employees of the Consultant in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS (Statutory).
- D. Professional Liability Insurance: covering as insured the Consultant with not less than ONE MILLION (\$1,000,000) DOLLARS limit of liability.

2. The selected consultant agrees to procure and maintain insurance of the kinds and in the amounts herein above provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operation specified in the contract. Before commencing the work, the Consultant shall furnish the City of Jersey City certificates of insurance upon execution of the contract. Certificates for coverage in Subsection A and B, Section 1 above shall name the City of Jersey City and the NJTPA as an additional insured.

3. The insurance policies described above shall be kept in force for the period specified below:
- A. Comprehensive General Liability, Automobile Liability Coverage, and Workers' Compensation Insurance shall be kept in force until submission of the Consultant's final invoice.
 - B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of the contract.

The selected consultant will be required to indemnify the City of Jersey City in connection with the contracted work.

Interview Format

If necessary, interviews with the highest-ranked firms or teams may be scheduled on Wednesday, December 21, 2011 beginning at 10 AM at the Jersey City Department of Housing, Economic Development, and Commerce at 30 Montgomery Street, in the large conference room on the 14th Floor, in downtown Jersey City. The meeting will be an opportunity for the selection committee to ask for clarification of proposers' proposals and qualifications. Interviews will last approximately one hour each and will be scheduled consecutively. The project manager and at least one key member of each firm or organization on the prospective consultant team must attend the interview. The consultant team manager must make a presentation of no more than 10 minutes. To assist in the selection process, the City of Jersey City reserves the right to request additional information to supplement the original proposal. The Jersey City Project Manager will notify the principal contact of the consultant team by telephone by 3 PM on Monday, December 19, 2011 if an interview is necessary.

Note: All items contained within this RFP shall be part of the contract, unless a written waiver is granted by the City of Jersey City.

DISADVANTAGED BUSINESS ENTERPRISE AND EMERGING SMALL BUSINESS ENTERPRISE PARTICIPATION

A federal requirement that must be addressed is the mandated Disadvantaged Business Enterprise participation program.

This consultant contract is 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." In order to ensure The State of New Jersey Department of Transportation (NJDOT) achieves its federally mandated statewide overall DBE goal, the City of Jersey City and NJTPA encourages the participation of Disadvantaged Business Enterprises (DBE) or Emerging Small Business Enterprises (ESBE), as defined below, in the performance of consultant contracts financed in whole or in part with federal Funds. **For this study drawing on federal funding under a NJTPA grant, the DBE/ESBE participation goal shall be at minimum 15.6%.**

The NJTPA has a long-standing commitment to maximize business opportunities available to DBEs and ESBEs. The consultant's contract is subject to all federal, state, and local laws, rules, and regulations, including but not limited to, non-discrimination in employment and affirmative action for equal employment opportunity. The consultant's contract obligates the consultant to aggressively pursue DBEs and ESBEs for participation in the performance of contracts and subcontracts financed in whole or in part with Federal funds. The consultant cannot discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts. Prior to the award of a consultant contract, the consultant must demonstrate sufficient reasonable efforts to utilize DBE/ESBE firms.

Disadvantaged Business Enterprise

A Disadvantaged Business Enterprise (DBE) is defined in 49 CFR Part 26 and FTA C 4716.1A, as "a small business concern (from Section 3 of the Small Business Act), which has met the following criteria and has obtained certification as a DBE by NJDOT, NJ Transit or Port Authority of New York New Jersey:

1. at least 51 percent owned by one or more 'socially and economically disadvantaged' individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more 'socially and economically disadvantaged' individuals; and
2. whose management and daily business operations are controlled by one or more of the 'socially and economically disadvantaged' individuals who own it.

'Socially and economically disadvantaged' is defined as individuals who are citizens of the United States (or lawfully permanent residents) and who are: "Black Americans," "Hispanic Americans", "Native Americans," "Asian-Pacific Americans", "Asian-Indian Americans", "Women" (regardless of race, ethnicity, or origin); or "Other" (disadvantaged pursuant to Section 8 of the Small Business Act).

A database of DBEs certified under the State of New Jersey's Unified Certification Program (UCP) may be found using the following webpage link:

<http://www.bipincwebapps.com/nynj/biznet/>

Emerging Small Business Enterprise

The Emerging Small Business Enterprise (ESBE) referred to herein is defined as a firm that has met the following criteria and obtained small business certification as an ESBE by NJDOT:

1. A firm must meet the criteria for a small business as defined by the Small Business Administration in 13 CFR Part 121, which includes annual receipts from all revenues, including affiliate receipts which equates to the annual arithmetic average over the last 3 completed tax years, or by the number of employees.
2. The small business must be owned by individuals who do not exceed the personal net worth criteria established in 49 CFR Part 26 which is \$750,000.

All appropriately certified DBEs fall into this definition due to their size.

The NJDOT's directory of certified ESBEs may be found on the following webpage:

<http://www.state.nj.us/transportation/business/civilrights/esbe.shtm>

DBE/ESBE Participation Documentation

Disadvantaged Business Enterprise/Emerging Small Business Enterprise (DBE/ESBE) participation is an important goal of the City of Jersey City. 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 DBE/ESBE firms sufficient for this purpose. Second, if a consultant does not meet this goal, they must document and demonstrate to the City's satisfaction that they made adequate good faith efforts to do so as further described below.

To demonstrate compliance with the goal in their proposals consultants should include:

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

Evidence of DBE/ESBE certification issued by the NJDOT, NJ Transit or PANYNJ may be requested prior to award of contract. *(Note: Although the City encourages the use of small businesses, minority-owned firms and women's business enterprises on all of our projects, the*

State of New Jersey's MBE/WBE or SBE Certifications issued by the Department of Treasury do not satisfy this federal requirement for DBE certification.)

The prime consultant must document, in writing, all of the steps that led to any selection of the DBE/ESBE firm(s).

Good Faith Efforts

If the contract goal is not met by the apparent successful consultant, evidence of good faith efforts must be presented to the City for consideration.

To demonstrate sufficient reasonable efforts to meet the DBE or ESBE contract goals, a consultant shall document the steps it has taken to obtain DBE or ESBE participation, including but not limited to the following efforts.

1. Attendance at an information meeting, if any, to inform the DBEs or ESBEs of prime contracting and subcontracting opportunities under a given solicitation.
2. Advertisement in general circulation media, trade association publications, and small business publications for at least 20 days before proposals are due. If 20 days are not available, publication for a shorter reasonable time may be acceptable.
3. Written notification to DBEs or ESBEs that their interest in the contract is solicited.
4. Efforts made to select portions of work proposed to be performed by DBEs or ESBEs in order to increase the likelihood of achieving the stated goal.
5. Efforts made to negotiate with DBEs or ESBEs for specific proposals including at a minimum:
 - A. The names, addresses and telephone numbers of DBEs or ESBEs that were contacted;
 - B. A description of the information provided to DBEs or ESBEs regarding the scope of work for the specified solicitation; and
 - C. A statement of why additional agreements with DBEs or ESBEs were not reached.
6. Information regarding each DBE or ESBE the contractor contacted and rejected as unqualified and the reasons for the contractor's conclusion.
7. Efforts made to assist the DBE or ESBE in obtaining bonding or insurance required by the contractor.

Note: If the City determines that the apparent successful consultant has failed to meet the requirements of this section, the consultant will be afforded the opportunity for an administrative reconsideration of that determination prior to the award or rejection of the contract. As part of the administrative reconsideration process, the consultant will have the opportunity to provide additional written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. City will send the consultant a written decision on reconsideration, explaining the basis for the finding that the consultant did or did not meet the goal or make adequate good faith efforts to do so.

Consultant Selection Timeline

Activity	Date
RFP Issued	Monday, November 9, 2011
Deadline to Register for Information Session	Wednesday, November 16, 2011 at 4 PM
Information Session	Thursday, November 17, 2011 at 10 AM
Deadline for Submission of Written Questions	Tuesday, November 22, 2011 at 4 PM
Proposals Due	Tuesday, December 6, 2011 at 11 AM
Notification to Consultants for Interviews (if necessary)	Monday, December 19, 2011 at 3 PM
Consultant Interviews (if necessary)	Wednesday, December 21, 2011
Consultant Selection and Mailing of Decision Letters	Thursday, December 22, 2011
Contract Execution	January 2012

ATTACHMENTS

- 1. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION FORMS**
- 2. PAY-TO-PLAY FORMS**
- 3. SAMPLE BUDGET**

**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE
ACTION FORMS**

PROJECT: _____

RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Mandatory Equal Employment Opportunity (EEO)/Affirmative Action (AA) Language for Goods, Professional Services and General Service Contracts (Exhibit A)		
B. One of the Required EEO/AA Evidence: Letter of Federal Affirmative Action Plan Approval or Certificate of Employee Information Report or Complete Employee Information Report Form (AA302)		
C. MWBE Questionnaire		
D. Americans with Disabilities Act		
E. Contractor's Business Registration Certificate		
F. Non-Collusion Affidavit		
Original signature(s) on all required forms.		

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

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

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.7 of sub. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____



State Treasurer

VOID

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

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY		
4. COMPANY NAME				
5. STREET	CITY	COUNTY	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input style="width:50px;" type="text"/>				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input style="width:50px;" type="text"/>				
10. PUBLIC AGENCY AWARDED CONTRACT				
	CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

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

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

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

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

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

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

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned

_____ Minority & Woman Owned

_____ Woman Owned

_____ Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

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

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

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

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

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

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

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

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

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

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

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

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

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

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

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

“New Jersey Business Registration Requirements”

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

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

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

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

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107230

ISSUANCE DATE:
07/14/04

ALL FORMS
This Certificate is NOT assignable or transferrable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name: CLIENT REGISTRATION

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1092907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

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

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

PAY-TO-PLAY FORMS

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: _____

Signed _____ Title: _____

Print Name _____ Date: _____

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

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

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

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE **08-128**

TITLE:

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

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

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

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

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

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

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

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

DEFINITIONS

As used in this ordinance:

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

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

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

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

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

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

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

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

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

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

SECTION 3 - CONTRACT RENEWAL

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

SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

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

SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

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

SECTION 6 - EXEMPTIONS

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

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

SECTION 7 - PENALTY

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

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

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

SECTION 9 - SEVERABILITY

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

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

James Carroll, 44 Terrace, Jersey City, New Jersey 07307
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
Daniel Levin, 228 ½ Third Street, Jersey City, NJ 07302
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

SECTION 10 - REPEALER

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

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

SECTION 11 - INDEXING

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

SECTION 12 - EFFECTIVE DATE

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

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 08-128

TITLE: 4.A. An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited to its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION N/A											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote **JAMES F. WADDLETON** **AARON MORRILL** **JAMES CARROLL** N.V.-Not Voting (Abstain)
BRET SCHUNDLER **RAYLIE VUNKEL** **SEBASTIAN BERNHEIM**
STEVE DAVIDSON **TOM GIBBONS** **HEATHER TAYLOR**
TOM WILEN **SHELLEY SKINNER** **DANIEL LEVIN**

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING SEP 03 2008 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote **DAN FALCON** **YVONNE BALCER** N.V.-Not Voting (Abstain)
ANTHONY MORELLI
ANDREW HUBSCH
MAHALEY BOWLES

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote N.V.-Not Voting (Abstain)

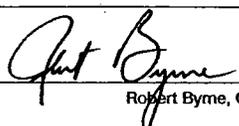
RECORD OF FINAL COUNCIL VOTE SEP 03 2008 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

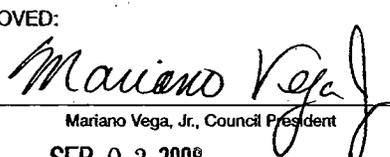
✓ Indicates Vote N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on SEP 03 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 03 2008


Robert Byrne, City Clerk

APPROVED: 
Mariano Vega, Jr., Council President
Date: SEP 03 2008

APPROVED: 
Jerramiah T. Healy, Mayor
Date: SEP 05 2008
Date to Mayor SEP 04 2008

*Amendment(s):

SAMPLE BUDGET

