

**PUBLIC NOTICE
CITY OF HOBOKEN
HUDSON COUNTY, N.J.**

REQUEST FOR PROPOSAL

The City of Hoboken is seeking to lease an exterior parking lot for the storage of its municipal vehicles and equipment. The City would seek to occupy said space on or before August 1, 2010. Any property owner who can offer a minimum of 20,000 square feet of space on a 24/7 basis, and is interested in this venture may procure the total specification package for this project from the City of Hoboken Director of Environmental Services, 94 Washington Street, Hoboken, NJ 07030, (201) 420-2189, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday.

Sealed proposals will be received by the City Clerk of the City of Hoboken on or before:

Tuesday, 15 June 2010 at 2 P.M.

by United States Mail addressed to the Clerk, or by presenting to the Clerk at the Clerks Office, City Hall, 94 Washington Street, Hoboken, New Jersey, at the above time and date, at which time the sealed proposals will be publically opened and read by the Business Administrator in the Basement Conference Room opposite Violations.

By order of the Mayor and Council of the City of Hoboken.

**JAMES J. FARINA
City Clerk**

RFP PROPOSAL

Based upon the specification herein provided, the following is the proposal for this project:

_____Sq. Ft.

_____Monthly Rent for first year (not including utilities)

Please write out the number.

Percent (%) increase, if any, for additional years _____

Maximum length of available lease in years _____

Name of Property Owner: _____

For the Property Owner:(Signature) _____

Print Name: _____

Title: _____

Date: _____

CITY OF HOBOKEN
City Lease of an Exterior Lot
Bid Specifications

Scope of Lease:

The City of Hoboken intends to lease an exterior, open, unimproved lot to park and store public works vehicles and equipment. The City seeks bids from property owners of exterior lots of at least 20,000 square feet, within the city limits of the City of Hoboken, for a one (1) year lease term to the City of Hoboken, with an option to extend. The lease would be subject to the following:

1. Days and Hours of Operation:

- A. The City shall be provided exclusive control over the leased premises.**
- B. The City shall be entitled to 24 hour use of the leased premises.**
- C. The City shall be entitled to use of the property every day of the week for 365 days of the year.**

2. Equipment to be stored on site by the City:

- A. The City shall be entitled to store any City vehicles and equipment on the leased premises, including, but not limited to:**
 - i. Public works vehicles**
 - ii. Salt storage**
 - iii. Storage containers**
 - iv. One office trailer**
 - v. One toilet room trailer**
 - vi. Garbage trucks**
 - vii. Street sweepers**
 - viii. Snow plows**
 - ix. Payloaders**
 - x. Cushmans**
 - xi. Containers for recycling drop offs**
 - xii. White goods storage**

- xiii. Parking bureau barricades
- xiv. Road paint storage
- xv. Perimeter Fencing

3. Equipment to be provided by the property owner during the term of the lease:

- A. One on site office building with electricity, or space for a 12 x 48 office trailer.
- B. Driveways on the lot which provide for one distinct one way ingress to the lot and a separate and distinct one way egress from the lot.
- C. On site access to water lines, sewer, and electric.

4. Additional Lease Terms:

- A. The lease shall be for one (1) year with two options to extend, which extensions shall each be for an additional year upon thirty (30) days notice by the City of its intent to extend. The City shall be entitled to terminate the lease, with or without cause, without penalty or fine, upon thirty (30) days written notice to the lessor.
- B. The City shall be responsible for the electricity, water, sewer, and insurance for the City's vehicles and other property housed on the lot as well as insurance for any damages that may result from the City's use of the vehicles and other property housed on the lot, which shall be paid by the City separate and apart from the monthly lease payment. All other expenses, fees, charges, and costs relating to the property shall remain the responsibility of the property owner.
- C. The City shall be entitled to occupancy on or before 1 August 2010.

Minimum Bid Requirements:

1. The successful bidder will provide a survey, or tax map, of the property showing the location of the lot in relation to the city limits of the City of Hoboken, the layout of the lot and the square footage. Said survey, or tax map, must

provide evidence that the lot is within the city limits of the City of Hoboken and is at least 20,000 square feet.

2. The successful bidder will propose the lease amount for the property, shown in both annual and monthly installments. The City of Hoboken shall be responsible for the electric, sewer, water and insurance coverage. The property owner will remain responsible for all other expenses, fees, charges and carrying costs for the property. The successful bidder shall certify that a one year lease is available, and shall further certify that an option to extend said lease is also available.

3. The successful bidder will provide evidence that the property has on site connections to water lines, sewer lines and electric.

4. The successful bidder will provide evidence that the lot currently has, or will have by the date of the lease at the sole expense of the bidder, one small on-site office building with electricity or area for an office trailer.

5. The successful bidder shall certify that the lot can be used by the City to house public works vehicles, salt storage, containers, one officer trailer and one toilet room trailer. The successful bidder shall certify that the lot can be used by the City to house garbage trucks, street sweepers, snow plows, payloaders, cushmans, containers for recycling drop offs, parking barricades, white goods storage, and road paint storage.

6. The successful bidder shall provide evidence that the entire lot is enclosed and/or fenced in by an existing fence, or permission to install a fence, prior to commencement of the lease, at the expense of the City.

7. The successful bidder shall provide evidence that the driveways of the lot provide for one way ingress to the lot and a separate and distinct one way egress to the lot or that such driveways can be installed by the City.

8. The successful bidder shall certify that the property will be available for occupancy by the City on or before 1 August 2010.

Selection Criteria:

1. 75% weight will go to the proposed monthly lease payment. The City

will look to award to the bidder providing proposal with the lowest annual lease obligations for the City.

2. 25% weight will go to whether the layout of the lot, as described in the minimum bid requirements and on the survey provided, is capable of adequately and effectively housing the City's equipment, vehicles and other items as listed above.

Bidding Procedure:

Only completed responses to this Bid will be considered. The City Clerk at the City Clerk's Office will receive bid packages. Bidders must mail or hand deliver six (6) bid packages in a sealed envelope entitled "City of Hoboken Lease of an Exterior Lot" to:

City of Hoboken – City Clerk
c/o James J. Farina
94 Washington Street
Hoboken, New Jersey 07030

Proposals are due Tuesday, 15 June 2010 at 2:00 p.m. eastern time and the sealed bids will be publically opened and read immediately thereafter by the Business Administrator in the Basement Conference room opposite Violations.

CITY OF HOBOKEN

Request for Proposal for the Lease of Outdoor Garage Facility

MANDATORY FORMS TO BE SUBMITTED WITH PROPOSALS

Each proposer is required to complete this checklist of all mandatory items that are required for this proposal. The absence of any of these mandatory forms from the sealed proposal package will be sufficient for the rejection of the entire proposal.

- | | | |
|----|--|------------------------------|
| 1. | Affirmative Action Data Form | <u> If Successful </u> |
| 2. | Affirmative Action Affidavit | <u> X </u> |
| 3. | Stockholder Disclosure Form | <u> X </u> |
| 4. | Non-Collusion Form | <u> X </u> |
| 6. | Nuclear-Free Hoboken Ordinance Statement | <u> X </u> |
| 7. | Statement of Understanding | <u> X </u> |
| 8. | Proposal Form | <u> X </u> |

I. SUBMISSION OF PROPOSALS

A. The City of Hoboken in Hudson County, New Jersey (hereinafter referred to as "City") invites sealed proposals pursuant to the Public Notice.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Public Notice, and at such time and place will be publicly opened and read aloud.

C. The original proposal form (along with five (5) copies) shall be submitted, in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the proposer written on the face of the envelope, and (3) clearly marked "Proposal" with the contract title.

D. It is the proposer's responsibility to see that proposals are presented to the City on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the City disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the City before the time of opening of proposals may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the request form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the proposer and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person(s) signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must

contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

II. INTERPRETATION AND ADDENDA

A. The proposer understands and agrees that its proposal is submitted on the basis of the specifications prepared by the City. The proposer accepts the obligation to become familiar with these specifications.

B. Proposers are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by proposers should be promptly reported in writing to the appropriate official. In the event the proposer fails to notify the City of such ambiguities, errors or omissions, the proposer shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any proposer. Every request for an interpretation shall be in writing, addressed to Jennifer Wenson Maier, Director of Environmental Services, 94 Washington Street, 2nd Floor, Fax (201) 222-3830 or E-Mail @ jmaier@hobokennj.org. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective proposers, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the proposer in the proposal. The City's interpretations or corrections thereof shall be final.

D. Discrepancies in Proposals

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summations of the extended totals, the computation by the City of the extended totals shall govern.

III. INSURANCE & INDEMNIFICATION

A. Insurance Requirements

1. General Liability Insurance

This insurance shall have limits of not less than \$ 1,000,000 any one person and \$ 1,000,000 for any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract by the proposer. The policy shall include Proposer's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the City as an additional insured.

C. Indemnification

Successful proposer will indemnify and hold harmless the City from all claims, suits or actions and damages or cost of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the proposer, the proposer's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

IV. STATUTORY AND OTHER REQUIREMENTS

A. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the name and address of all stockholders in the corporation or partnership who own ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

B. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

C. Nuclear-Free Hoboken Ordinance Statement

The Nuclear-Free Hoboken Ordinance Statement, which is part of these specifications, shall be properly executed and submitted with the proposal.

D. Statement of Understanding

The Statement of Understanding, which is part of these specifications, shall be properly executed and submitted with the proposal.

VIII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The successful proposer will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

IX. REJECTION OF PROPOSALS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. Multiple Proposals Not Allowed

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unbalanced Proposals

Proposals which are obviously unbalanced may be rejected.

D. Unsatisfactory Past Performance

Proposals received from proposers who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the City in an unacceptable manner, may be rejected.

E. Failure to Enter Contract

Should the proposer, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the City may then, at its option, accept the proposal of the next lowest responsible proposer.

X. TERMINATION OF CONTRACT

A. If, through any cause, the successful proposer shall fail to fulfill in a timely

and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the proposer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the proposer and the City may withhold any payments to the proposer for the purpose of compensation until such time as the exact amount of the damage due the City from the proposer is determined.

C. The proposer agrees to indemnify and hold the City harmless from any liability arising out of the lawful termination of the contract by the City under this provision.

D. In case of default by the successful proposer, the City may procure the articles or services from other sources and hold the successful proposer responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel this contract.

AFFIRMATIVE ACTION AFFIDAVIT

I Hereby Certify That _____
Name of Proposer

Has Submitted a Proposal For _____
Project Name

On This _____ **Day of** _____, **20** _____, **And**

In Compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, As

Described in Supplement to the Proposal Specifications. (Exhibit A)

Authorized Signature

Title

Subscribed and Sworn Before Me

On _____, **20** _____.

Notary Public

(Please note: The Proposer must fill in and execute this page and submit it as

part of the sealed proposal.)

STOCKHOLDER DISCLOSURE FORM

The names and addresses of all partners, officers and parties interested in the foregoing proposal are as follows: (Please type or print)

Full Name _____ **Title of Office Held**
if Proposer is a Corporation _____ **Address**

The undersigned proposer hereby designates the address stated below as its business address and as the place to which all notices and letters may be delivered or mailed.

Attest or Witness: _____ **Name of Proposer**

By: _____

Title

The Business address of the Proposer is: _____

Corporation of the State of _____
The above named proposer is a (Partnership) (Individual)
(Please strike out designations which do not apply.)

(Please note: The proposer must fill in and execute this page and submit it as

part of the sealed proposal.)

STATEMENT OF UNDERSTANDING

I, the undersigned, as a duly authorized agent of the Proposer,

Title

hereby attest to having read and understand all items, paragraphs, conditions, regulations, specifications, etc., contained within this proposal/contract document and will abide by them. Where Federal requirements cite the term "Grantee", the Proposer and the City shall be included. The Proposer and the City now known as "Grantee" shall comply with all requirements, paragraphs, conditions, regulations, specifications, etc., contained within this proposal/contract document.

Signed _____ (Seal)

Name Typed _____

Title _____

Firm _____

Date _____

(Please note: The Proposer must fill in and execute this page and submit it as part of the sealed proposal.)

NON - COLLUSION AFFIDAVIT

State of New Jersey:

SS

County of Hudson

I, _____ of the City of _____ in the County
of _____ and the State of _____ being of age,
being duly sworn according to the law on my oath deposes and says: I am
_____ of the firm of

the proposer making the sealed proposal for the attached proposal, and that I
executed the said sealed proposal with full authority so to do; that said
proposer has not, directly or indirectly, taken any action in restraint of free
trade, participated in any collusion, or otherwise taken any action in restraint
of free trade, competitive proposal in connection with the attached proposal;
and that all statements contained in said sealed proposal and in this Affidavit
are true and correct, and made with full knowledge that the City of Hoboken
relies upon the truth of the statements contained in said sealed proposal and in
the statements in this Affidavit in awarding the contract for said proposal.

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

(N.J.S.A. 52:34-15)

(Name of person for firm submitting proposal)

Sworn and Subscribed to
before me this _____

Signature of Affiant

_____ day of _____ 20 ____

Notary Public

(Please note: The proposer must fill in and execute this page and submit it as

part of the sealed proposal.)

THE NUCLEAR-FREE HOBOKEN ORDINANCE

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

- (a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.
- (b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.
- (c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

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

A Nuclear Free Zone shall be defined by these requirements:

- (a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.
- (b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
- (c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
- (d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption from preemption by Department of Transportation regulations or using other legal means at their disposal.
- (e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

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

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

NUCLEAR-FREE HOBOKEN ORDINANCE STATEMENTI hereby certify that _____

(Name of Proposer)

does/does not engage in the production of nuclear weapons or components.

Date

Signature

Title

(Please note: The proposer must fill in and execute this page and submit it as part of their sealed proposal.)

Exhibit A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et. Seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACT

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

The contractor or subcontractor where applicable, agrees to comply with the 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 afford equal

employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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, 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 (3) documents:

**Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302**

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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.