

**REQUEST FOR SEALED QUALIFICATIONS
FOR
PROFESSIONAL SERVICES UNDER A FAIR
AND OPEN PROCESS**

CITY BOND COUNSEL

2011

**CITY OF WOODBURY
33 DELAWARE STREET
WOODBURY
GLOUCESTER COUNTY
NEW JERSEY, 08096**

Proposal acceptance date: Tuesday, December 7, 2010 at 3:00 P.M.
Proposal opening date: Wednesday, December 8, 2010 at 10:00 A.M.

INFORMATION TO RESPONDENTS

Sealed qualifications shall be received in accordance with Public Advertisement as required by law, a copy of said notice being attached hereto and made part of these specifications.

Submission of Proposals

All proposals must be submitted in sealed envelopes bearing on the outside the name of the proposer, his address and the name of the professional service for which the proposal is submitted. Bids must be addressed to the attention of:

Mayor and City Council of City of Woodbury
c/o Qualified Purchasing Agent
33 Delaware Street
Woodbury, NJ 08096

All Proposals shall include the following fully completed and executed documents:
Non-Collusion Affidavit, Affirmative Action Compliance Statement, American with Disabilities Acknowledgment Statement and Stockholder Disclosure Certification.

Proposals Forwarded through the Mail

Must contain the following statement on the envelope:

“THIS IS A SEALED PROPOSAL AND SHALL NOT BE OPENED AND READ UNTIL WEDNESDAY, DECEMBER 8, 2010 AT 10:00 AM BY THE QUALIFIED PURCHASING AGENT OR HIS DESIGNEE.”

The City will not assume responsibility for proposals not delivered in person to the Qualified Purchasing Agent prior to the opening.

Receipt of Proposals

All proposals must be received before or at the time and date specified in the Notice for Qualifications for Professional Services. No proposal will be received after the specified time.

Reservations

The City Council reserves the right to reject any or all proposals, to waive irregularities and technicalities, to request re-submissions, and to award proposals as the City Council deems will best serve the interest of the City.

Questions regarding this Request for Qualifications may be directed to the Qualified Purchasing Agent at (856) 845-1300 ext. 129 or to Ms. Nigro at ext. 121.

**NOTICE FOR THE SOLICITATION OF QUALIFICATIONS
FOR PROFESSIONAL SERVICES UNDER A FAIR AND OPEN PROCESS**

Notice is hereby given that sealed qualifications for professional services in accordance with *N.J.S.A.* 19:44A-24, *et seq.*, and P.L. 2005 c.271, will be received by the Qualified Purchasing Agent of the City of Woodbury on Tuesday, December 7, 2010, no later than 3:00 pm. The sealed qualifications will be opened and recorded at the City Hall, 33 Delaware Street, Woodbury, New Jersey on Wednesday, December 8, 2010, at 10:00 am, by the Qualified Purchasing Agent and witnessed and recorded by the City Clerk.

Qualifications for the following professional services will be accepted:

- Planning/Zoning Board Solicitor
- Planning/Zoning Board Engineer
- City Planner
- City General Engineer
- Municipal Prosecutor
- Public Defender
- City Auditor
- City Solicitor
- City Bond Counsel
- Tax Attorney
- Labor Attorney
- Redevelopment Attorney
- Computer Consultant
- Grant Consultant
- City Risk Management Consultant & Insurance Broker
- Administrative Agent for Affordable Housing

Each sealed qualification to be considered shall be returned with five (5) copies of the submission and shall provide hourly rates with the qualification. The sealed qualification shall comport to the criteria set forth in the qualification packets, and as found in the Code of the City of Woodbury. The qualification packets may be obtained in the Office of the City Clerk, 33 Delaware St, Woodbury, (856) 845-1300 ext. 121 (Fran) or at www.woodbury.nj.us. The Municipal Appointing Authority shall thereafter publicly select the professional or business entity for the position so advertised which shall thereafter be confirmed or approved as required by law, Resolution or Ordinance.

THOMAS B. BOWE
City Clerk

Request for Proposal for Professional Services

Purpose:

The following procedures are designed to provide for a fair and open process in awarding professional services based on qualifications, merit and cost effectiveness through accessible advertising. Services include annual appointments and day-to-day programs, projects and contracts.

Scope of Services: CITY BOND COUNSEL

Any persons or firms interested in providing professional services to the City of Woodbury (“City”) as defined in the New Jersey Statutes, *N.J.S.A.* 40A:11-2(6).

1. **Appointment of Bond Counsel.** Bond Counsel shall be appointed by the City Council (hereinafter “Council”) by a majority vote of a quorum of its members and shall serve for a term of one (1) year from the first day of January of the year of appointment and until his successor has been appointed and qualified. Bond Counsel shall be appointed in a manner consistent with the Local Public Contracts Law and shall receive such compensation as shall be agreed upon by the Council of the City.

2. **Duties.**

The Bond Counsel shall:

- A. Provide legal services on general public finance matters, i.e. preparation of bond ordinances, etc.
- B. Provide legal services in connection with the issuance of short-term obligations, as set forth in Section D below.
- C. Provide legal services in connection with the issuance of long-term obligations, as set forth in Section D below.
- D. With respect to the issuance of short-term obligations (“Notes”) and long-term obligations (“Bonds”), Bond Counsel will undertake the following tasks, as applicable and appropriate.
 - a. Meet with City officials, including its counsel, auditor and others, as often as necessary for the issuance of the Bonds or Notes and items related thereto.

- b. Review or draft all authorizing and operative financial documents necessary to effectuate the transaction. In developing a financing plan, Bond Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of the proceeds of the Bonds or Notes to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder.
- c. Attend meetings with rating agencies and/or insurance companies, as necessary, to assist in obtaining a credit rating for the Bonds or Notes.
- d. Prepare all applications and filings and appear before the appropriate state agencies, if necessary, in connection with the sale of the Bonds or Notes.
- e. After the sale of the Bonds or Notes, Bond Counsel will prepare and arrange for the preparation of the Bonds or Notes for execution, will prepare and oversee the execution of the necessary closing certifications and will establish a time and place for delivery of the Bonds or Notes to the purchaser. Bond Counsel will attend the closing with appropriate City officials, at which time the Bonds or Notes will be delivered, payment will be made for the Bonds or Notes and Bond Counsel will issue a written legal opinion based on facts and laws existing as of said date that:
 - 1. The Bonds or Notes are legal, valid and binding obligations of the City enforceable in accordance with the terms thereof; and
 - 2. Subject to certain limitations which may be expressed in the opinion, the interest on the Bonds or Notes will be:
 - (i) excluded from gross income for federal income tax purposes; and
 - (ii) exempt from New Jersey income tax.

In rendering opinions, Bond Counsel will rely upon the certified proceedings and other certifications of City officials and other persons furnished to us without undertaking to verify the same by independent investigation.

- f. Bond Counsel does not advocate the interests of the City or any other party in the transaction. Bond Counsel assumes that the City will be represented by its counsel and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interest.
 - g. Provide legal services related to the activities of the City's Redevelopment Entity.
3. **Residence.** Bond Counsel need not be a resident of the City.

Applicants'/Proposers' Responsibility in Responding to City's Request For Proposals for Professional Services

The applicant/proposer shall in response to the City's Request for Proposal, at a minimum, include the following information:

1. Qualification requirements to compete for the needed service or activity as set forth in the "duties and responsibilities" of the position defined in the City's Request for Proposal. Qualifications, at a minimum, shall include requirements defined as follows:
 - A. Full name and business address.
 - B. Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described within the body of the Request for Proposal.
 - C. Dates of licensure in the State of New Jersey and any other state as to the professional discipline requested to serve the needs of the City.
 - D. A listing of any professional affiliations or membership in any professional societies or organizations, with an indication as to any offices held.
 - E. The number of licensed professionals employed (if a professional firm) and/or affiliated with the professional entity seeking to provide services to the City. A description of each individual's qualifications, including education, licensure and years of professional experience.
 - F. A listing of all previous Public Sector entities served by the applicant/proposer licensed professional including dates of service and position(s) held.
 - G. Proposed cost of the service(s) or activities, **including the hourly rate** of

individuals who will perform the services or activities. The proposed cost should include:

- a. Meetings.
- b. Site visits and expenses.
- c. Expenses for travel, postage and telephone excluded from the hourly rate.
- d. Additional services defined beyond the scope of regular services.

H. **Insurance.** The applicant/proposer, as a member of a profession which is subject to suit for professional malpractice, shall provide documentation that insurance for professional liability/malpractice coverage with limits as to liability acceptable to the City.

I. **Financial Disclosure.** The applicant/proposer as a “professional”, if required by law, shall file a Financial Disclosure Statement pursuant to Local Government Ethics Law *N.J.S.A. 40A:9-22(1) et seq.*

J. **Law Against Discrimination and Affirmative Action.** The applicant/proposer as a “professional” shall file a statement as to compliance with *N.J.S.A. 10:5-1 et seq.* (Laws Against Discrimination) and P.L. 1975, c.127 (Affirmative Action).

2. The applicant/proposer shall **submit five (5) copies** of their proposal for review and consideration by the Council and/or City Administrator.

Basis for Award of Contract/Agreement for Professional Services

The City shall award all professional service contracts or agreements based on qualification, merit and cost competitiveness. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.
2. Experience and references.
3. Ability to perform the service or activity in a timely fashion, including staffing and the staff’s familiarity of the service or activity.
4. Cost Competitiveness.
5. The City reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the applicant’s/proposer’s proposal.

6. All awards or waivers will be by resolution acted on by the City Council at a City meeting.
7. All awards are subject to availability of funds.
8. This policy will include, but not be limited to, all of the above listed requirements.

NON-COLLUSION AFFIDAVIT

STATE OF

SS

COUNTY OF _____

I, _____ of the City of _____
(Name)
in the County of _____ and the State of _____ of full age,

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

I am _____, a _____
(Name) (Title, Position, etc.)
in the firm of _____ the bidder making the
proposal to the City of Woodbury for work under

(Proposal)

and that I executed the said Proposal with full Authority to do so; 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

(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

(Also type or print name of affiant under signature).

Subscribed and Sworn to before me this _____ day of _____, 2010.

Notary Public of
My Commission Expires _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

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

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

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

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

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

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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

The contractor and the City of Woodbury (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. 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.

Signature & Date

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Submission

NAME OF BUSINESS _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter Corporation Non-Profit Corporation

This form shall be completed and signed. Failure to submit the required information is cause for automatic rejection.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Signature _____ Date _____

Printed Name & Title _____