

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: FINANCIAL ADVISOR

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 Financial Advisor.** Financial Advisor 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. Financial Advisor 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 City of Woodbury is seeking proposals to retain the services of an experienced financial advisor qualified to do business in the State of New Jersey. The Financial Advisor will be responsible for advising the City and providing certain services as described herein including, but not limited to, the City's debt financing, revenue sources, capital improvement plan, investments and legislation impacting the City's finances.

When requested, the Financial Advisor shall work with the Chief Financial Officer, the City Administrator, the City Attorney, other City staff and the City's Bond Counsel in advising the City and the City Council on municipal finance matters as described herein.

- A. **Governmental Bond & Notes Issues** – When requested, the Financial Advisor shall provide the services listed below in connection with any type of obligation in which the proceeds of such obligation will be used to pay the cost of governmental projects and any obligation issued to refund such obligations (collectively, referred to herein as "Governmental Bond & Note Issues").
 - a. Provide advice regarding the planning and development of Governmental Bond & Note Issues, including providing an analysis of the most cost effective financing method to accomplish the City's goals, taking into consideration revenue sources and projections, credit rating impact, credit enhancements, arbitrage consequences, draw schedules,

outstanding obligations, future bonding needs, administrative demands on the City's staff and available alternative methods.

- b. Prepare (or, if circumstances require, cause an outside consultant to prepare) and review any feasibility studies or redevelopment plans prepared in connection with Governmental Bond & Note Issues and in consultation with the City's staff, Bond Counsel, accountants, architects, engineers or other consultants.
- c. Provide ongoing advice on the appropriateness of refunding and/or restructuring any and all outstanding Governmental Bond & Note Issues and outstanding general obligation bonds, including preparing all necessary numbers analysis and escrow structures, preparing or reviewing, if prepared by another party, any required securities orders for escrows, reviewing accountant's verifications, preparing timetables for required activities to complete the refunding/restructuring, assisting the City with the acquisition of any required escrowed securities at the least cost, and assist the City's staff and Bond Counsel with all documents prepared in connection with the refunding/restructuring.
- d. Provide advice and assistance in connection with the marketing and sale of all Governmental Bond & Note Issues including providing an analysis of market conditions that might normally be expected to influence interest in purchasing or the interest rate on the Governmental Bond & Note Issue; providing recommendations with respect to the use of a competitive versus negotiated sale process; reviewing the City's distribution list for prospective purchasers of Governmental Bond & Note Issues for competitive sales and providing recommendations with respect to other potential purchasers; assisting in the preparation of the official statement and other sale materials, providing, on an ongoing basis, advice to the City regarding the use of internet sale and disclosure possibilities; coordinating, when deemed advisable by the City, the use of credit enhancements and preparing all information necessary to provide to bond insurers or other providers of credit enhancements; providing assistance in receiving and opening bids at public sales and evaluating bids or responses for public and negotiated sales; participating in the pricing process for negotiated sales and advising the City as to the appropriateness of accepting or requiring repricing of issues; preparing a calendar of activities for each issue; preparing a debt service schedule for each issue and, if applicable, a schedule of combined debt service on outstanding issues; preparing the closing memorandum including detailed wire instructions and instructions as to the disposition of issue proceeds; preparing a memorandum to the Governing Body prior to its acceptance of a bid analyzing the bid vis a vis the market and comparable financings and verifying the accuracy of the bids; and, if requested by the City, preparing any credit rating applications or presentations.
- e. Prepare, when needed, requests for proposals for underwriters, accountants, trustees, escrow securities providers, printers or other services necessary in connection with the issuance of Governmental Bond & Note Issues and assist the City's staff and Bond Counsel in analyzing responses to such requests.

B. Other Financial Programs – If requested, the Financial Advisor shall provide ongoing advice to the City, working with the Chief Financial Officer, to develop and maintain a coordinated approach to the overall requirements of the City’s financing programs including the services listed below.

- a. Provide assistance with the preparation and review of the City’s Capital Improvement Plan. (The City will be primarily responsible for the preparation of this Plan.)
- b. Provide advice with respect to the City’s investment options, strategies and the administration of the investment of bond proceeds, and all idle and active funds.
- c. Provide information and advice as to any proposed or pending federal or Kansas legislation that may affect the City’s financial programs.

Residence. Financial Advisor 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.
- 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.
- H. **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.*
- I. **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 one (1) original and two (2) copies** of his/her proposal for review and consideration by the Council and/or Qualified Purchasing Agent.

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 _____, 20__.

Notary Public of
My Commission Expires _____

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)

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.

Signature & Date

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. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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

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

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

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

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

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

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

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

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

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

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

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

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

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

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

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

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

OR

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

AND

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

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

(Affiant)

(Notary Public)
My Commission expires:

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

PLEASE CHECK THE APPROPRIATE BOX:

☐

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

OR

☐

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN IF UNABLE TO CERTIFY ABOVE

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below:

Name:
Description of Activities:

Relationship to Proposer:

Duration of Engagement:
Proposer Contact Name:

Anticipated Cessation Date:
Contact Phone Number:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Certification:

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

Full Name: _____

Signature: _____

Title: _____

Date: _____