

**Sayreville Economic & Redevelopment Agency
167 Main Street
Sayreville, New Jersey 08872**

**REQUEST FOR QUALIFICATIONS
FOR THE PROVISION OF PROFESSIONAL SERVICES –
BOND COUNSEL**

ISSUE DATE: April 15, 2025

DUE DATE: May 6, 2025 (By 10:00 A.M.)

1. Introduction and Purpose. The Sayreville Economic & Redevelopment Agency (the “Agency”) is soliciting letters of interest and resumes from interested persons and/or firms for the provision of professional services, as more particularly described herein, in accordance with a Fair and Open Process, N.J.S.A. 19:44A-20.4 et seq. The Agency intends to qualify person(s) and/or firm(s) that, in its sole judgment possesses the professional, financial and administrative capabilities to provide the proposed services based on the terms and conditions set forth by the Agency that will provide the greatest benefit to the taxpayers of the Borough of Sayreville.

2. Scope of Services. It is the intent of the Agency to solicit letters of interest and resumes from Respondents that have expertise in the provision of professional services – Bond Counsel. The Bond Counsel will be required to provide legal advice regarding RAB Bonds (Redevelopment Area Bonds) to be issued by SERA and to advise SERA as to all legal requirements of said Bonds so as to insure they comply with all Federal, State and local requirements, and further to supervise the sale of said bonds.

3. Instructions. Respondents are required to provide the following information in a sealed proposal, at their sole cost and expense:

1. Letter of interest.
2. Name, address and telephone number of the firm or firms submitting letters of interest and resumes, including the name of the key contact person.

3. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
4. The number of years your organization has been in business under the present name.
5. The number of years the business organization has been under the current management.
6. A statement that the Respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
8. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. An executed copy of Respondent's proposed rates for this contract. (See Appendix A).
11. An executed copy of the checklist of necessary document submission required prior to entering into a contract (See Appendix B).
12. Describe the services that Respondent would perform directly.
13. Does the Respondent normally employ union or non-union employees?
14. Resumes of key employees
15. Rate Sheet must be completed (Appendix A)

All letters and resumes must be submitted to the Office of the Executive Director, Sayreville Economic & Redevelopment Agency, 167 Main Street, Sayreville, NJ 08872 no later than 10:00 a.m. on May 6, 2025 in a sealed envelope. Please submit two (2) copies and One Electronic copy (USB Drive). The front of the envelope shall be clearly marked "Letter of Interest – Bond Counsel. " Proposals will not be accepted by facsimile transmission or email.

Note: All Respondents are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Respondent receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Respondent's responsibility to determine if filing is necessary. Additional information on this requirement may be obtained from the New Jersey Election Law Enforcement Commission.

4. **Evaluation.** Proposals will be evaluated by the Agency on the basis of the most advantageous to the Agency with all relevant factors considered. The evaluation will consider: (a) experience and reputation in the field; (b) knowledge of the Sayreville Economic & Redevelopment Agency in relation to the subject matter to be addressed under the contract; (c) availability to accommodate any required meetings of the Sayreville Economic & Redevelopment Agency; (d) Number of years practicing in the field; (e) familiarity with the Sayreville Economic & Redevelopment Agency; (f) Availability of personnel, facilities, equipment and other resources; and (g) other factors determined by the Commissioners to be in the best interests of the Sayreville Economic & Redevelopment Agency.

The Sayreville Economic & Redevelopment Agency reserves the right to interview applicants prior to the award of contract. The Sayreville Economic & Redevelopment Agency reserves the right to reject all or part of the proposals and to request additional proposals as the need for services arise. After thorough review and analysis the Agency professionals may recommend the most qualified applicant to the Commissioners or to the applicable board or authority for consideration prior to the award of contract. All contract awards shall be made by the Agency or applicable board or authority by resolution, without a public reading of all proposals. If there are multiple proposals, the analysis that led to the award will be formally memorialized by resolution and made part of the record.

APPENDIX A

Payment Conditions and Rate Schedule

Respondent will provide all services required in this RFQ based on the following rates:

Signature: The undersigned hereby acknowledges and accepts the established payment terms.

Name of Respondent/Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

ATTEST:

Witness

APPENDIX B

Documents that will be required Prior to a Contract Execution

Checklist for
Items that will
be required

1	Business Entity Disclosure Certification	X
2	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue)	X
3	Required Insurance Documentation	X
4	Non-Collusion Affidavit	X
5	Mandatory Affirmative Action Language	X
6	Mandatory Language: American Disabilities Act	X

Signature: The undersigned hereby acknowledges and will submit the above listed requirements prior to execution of contract.

Name of Respondent/Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

P.L. 1975, C. 127, (N.J.S.A. 10:5-31)

MANDATORY AFFIRMATIVE ACTION LANGUAGE:

PROCUREMENT, PROFESSIONAL AND 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, sex, 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, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this 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, sex, affectional or sexual orientation;

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 P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act;

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time;

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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;

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions;

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

In accordance with Public Law 1975, Chapter 127, (N.J.S.A. 10:5-31) all successful vendors must submit one of the following forms of evidence:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval, OR
2. A photo copy of their Certificate of Employee Information Report, OR
3. A completed Affirmative Action Employee Information Report (formAA302)

Affirmative Action evidence must be submitted within 7 days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner. The contractor's bid must be rejected as non-responsive if a contractor fails to submit (1), (2) or (3) above, within the time specified after the authority submits the contract to the contractor for signing.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
) ss:
COUNTY OF)

I, _____ of, _____ 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 _____
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 agreements,
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
_____ 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 a commission, percentage, brokerage or
contingent fee, except bona fide employees or bona fide established commercial or selling agencies
maintained by

Name of Contractor:

Signature of Chief Executive Officer or Managing Individual
Name and Title:
Firm Name:

Subscribed and sworn to

before me this _____ day
of _____ 20____

Notary Public of
Commission Expires _____, 20____

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors"). The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the Agency.

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 1 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.

Signature of Chief Executive Officer or Managing Individual

Name and Title:

Firm Name:

Dated:

BUSINESS ENTITY DISCLOSURE CERTIFICATION

_____ I certify that the list below contains the names and business of all members, stockholders and/or partners holding a 10% or more ownership interest in the business entity of the undersigned; or

_____ I certify that no one member, stockholder and/or partner owns 10% or more of ownership interest in the business entity of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Corporation ☐ Limited Liability Company ☐ Subchapter S Corporation
☐ Sole Proprietorship

Please provide names and business address of all members, stockholders, and/or partners holding a 10% or more ownership interest in the business entity of the undersigned:

1. Name:
 Business Address:

2. Name:
 Business Address:

- 3 Name:
 Business Address:

- 4 Name:
 Business Address:

5. Name:
 Business Address:

Signature and Attestation:

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

Signature of Chief Executive Officer or Managing Individual

Name and Title:

Dated:

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the Sayreville Economic & Redevelopment Agency (herein referred to as the Agency) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Agency pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the Agency in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the Agency, 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 Agency's grievance procedure, the CONTRACTOR agrees to abide by any decision of the Agency, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Agency or if the Agency 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 Agency 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 Agency or any of its agents, servants, and employees, the Agency shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the Agency or its representatives.

It is expressly agreed and understood that any approval by the Agency 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 Agency pursuant to this paragraph. It is further agreed and understood that the Agency 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 Agency from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Agency's Office upon award of contract by the Agency.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$2,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:

Signature of Chief Executive Officer or Managing Individual

Name and Title:

Firm Name:

Dated: