

**PROFESSIONAL SERVICES CONTRACTS TO BE AWARDED BY  
ESTABLISHED QUALIFICATION CRITERIA**

The Township of Willingboro solicits statements of qualification of applicants for appointment to the following professional positions. Responses should address the general criteria and mandatory minimum criteria for the position sought. All responses will be treated as confidential and reviewed only by the governing body, unless otherwise required by law. Responses must be received in the Office of the Township Clerk, Willingboro Township Municipal Complex, One Rev. Dr. M. L. King, Jr. Drive, Willingboro, NJ 08046, no later than 12:01 P.M. Thursday, December 2, 2021. All responses shall be opened and announced publicly, immediately thereafter by the Township Clerk. Responses will be reviewed by the governing body and all appointments will be announced at a public meeting. Unless otherwise noted, appointments shall be effective through January 1, 2022 through December 31, 2022.

**GENERAL PROPOSAL REQUIREMENTS**

The request for qualifications is to be formatted as follows to assure consistency:

- Section A. Understanding of the Scope of Services to be provided for the Township
- Section B. Qualifications & Experience
- Section C. Resume & Qualifications of Key Personnel
- Section D. Client Reference List
- Section E. Conflict of Interest(s): This section should disclose any potential conflicts of interest that the firm may have in performing these services for the Township
- Section F. Miscellaneous/Other information (This section is for any further pertinent data and information not included elsewhere in the RFQ and found necessary by the proposer).

**PLEASE PROVIDE AN ORIGINAL AND SEVEN (7) COPIES.**

**MISCELLANEOUS REQUIREMENTS**

1. The Township of Willingboro will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request for Qualifications. Emphasis should be on completeness and clarity of content.
2. The contents of the proposal submitted by the successful firm(s) and this Request for Qualifications may become part of the contract for these services. The successful firms will be expected to execute said contract with the Township of Willingboro.
3. Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.
4. The Township of Willingboro reserves the right to reject any and all proposals received by reason of this Request for Qualifications, or to negotiate separately in any manner necessary to serve the best interests of the Township.
5. Any selected firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior

- written consent of the Township.
6. The selected firm(s) shall be required to comply with the requirements of P.L. 1975, c.127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of the Agreement.
  7. The selected firm(s) shall be required to provide a Business Registration Form(s).
  8. The selected firm(s) may be required to provide Proof of Insurance.
  9. All costs of responding to the RFQ, negotiating any contracts related thereto, complying with any requirements of the RFQ, including political reporting requirements shall be borne solely by the RFQ respondent.
  10. Proposals will not be returned and shall become public records subject to Open Public Records Act (N.J.S.A. 47:1A-1, et seq.).

### **EVALUATION OF PROPOSALS**

The proposal will be independently evaluation based on the criteria listed below:

- ❖ Proven record of experience, including referrals, in providing the type of services detailed herein.
- ❖ Ability to provide services in a timely manner.
- ❖ Personnel qualifications.
- ❖ Understanding of the services requested, including completeness and clarity of submission, and qualitative nature of the services proposed.

### **SPECIFIC PROPOSAL REQUIREMENTS**

#### **MUNICIPAL PUBLIC DEFENDER**

**GENERAL CRITERIA:** The Township of Willingboro desires to appoint an attorney at law who will be the principal public defender for those who qualify for public defender services in the Municipal Court of the Township of Willingboro. Applicant should demonstrate knowledge and experience in the defense of matters in the municipal courts of the State of New Jersey. Any experience or knowledge of matters that directly affect the Township of Willingboro or its municipal court should be addressed.

#### **MANDATORY MINIMUM REQUIREMENTS:**

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than five (5) years preceding appointment.
2. Must have a minimum of five (5) years experience appearing in municipal and superior courts of the State of New Jersey.
3. Must maintain a bona fide principal office in the State of New Jersey.
4. Must provide a description of availability for municipal court sessions.
5. Must list other past or present municipal courts served as Public Defender or Prosecutor.

## **MUNICIPAL FORECLOSURE COUNSEL**

**GENERAL CRITERIA:** The Township of Willingboro desires to appoint an attorney or firm who will be the Township's primary representative in all matters relating to foreclosure upon and acquisition of delinquent and vacant, and or abandoned properties. Applicants should demonstrate knowledge of and experience representing municipalities in civil foreclosure, condemnation, and property acquisition actions. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

### **MANDATORY MINIMUM REQUIREMENTS:**

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative agencies of the State of New Jersey for a period of not less than ten (10) years preceding appointment.
2. Must demonstrate ability to provide the Township with all foreclosure legal services.
3. Must have sufficient support staff to provide all services required by the Township including, but not limited to, legal research, preparation of legal memoranda, contracts and other legal documents.
4. Must maintain a bona fide principal office in-the State of New Jersey.
5. Must list past and present public employers represented, including those represented as foreclosure counsel.

## **CONFLICT MUNICIPAL PUBLIC DEFENDER**

**GENERAL CRITERIA:** The Township of Willingboro desires to appoint an attorney at law who will be the conflict public defender for those who qualify for public defender services in the Municipal Court of the Township of Willingboro. Applicant should demonstrate knowledge and experience in the defense of matters in the municipal courts of the State of New Jersey. Any experience or knowledge of matters that directly affect the Township of Willingboro or its municipal court should be addressed.

### **MANDATORY MINIMUM REQUIREMENTS:**

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than five (5) years preceding appointment.
2. Must have a minimum of five (5) years experience appearing in municipal and superior courts of the State of New Jersey.
3. Must maintain a bona fide principal office in the State of New Jersey.
4. Must provide a description of availability for municipal court sessions.
5. Must list other past or present municipal courts served as Public Defender or Prosecutor.

## **SUBSTITUTE MUNICIPAL PUBLIC DEFENDER**

**GENERAL CRITERIA:** The Township of Willingboro desires to appoint an attorney at law who will be the substitute public defender for those who qualify for public defender services in the Municipal Court of the Township of Willingboro. Applicant should demonstrate knowledge and experience in the defense of matters in the municipal courts of the State of New Jersey. Any experience or knowledge of matters that directly affect the Township of Willingboro or its municipal court should be addressed.

### **MANDATORY MINIMUM REQUIREMENTS:**

1. Must be licensed to practice law in the State of New Jersey and eligible to appear before all state and federal courts and administrative offices of the State of New Jersey for a period of not less than five (5) years preceding appointment.
2. Must have a minimum of five (5) years experience appearing in municipal and superior courts of the State of New Jersey.
3. Must maintain a bona fide principal office in the State of New Jersey.
4. Must provide a description of availability for municipal court sessions.
5. Must list other past or present municipal courts served as Public Defender or Prosecutor.

## **MUNICIPAL AUDITOR**

**GENERAL CRITERIA:** The Township of Willingboro desires to appoint a firm of certified public accountants to act as municipal auditors for the Township of Willingboro. Applicant should demonstrate knowledge of municipal auditing laws and regulations and experience in providing advice to municipal entities on records compliance issues. Any experience or knowledge of matters that directly affect the Township of Willingboro should be addressed.

### **MANDATORY MINIMUM REQUIREMENTS:**

1. The firm must employ a certified public accountant who has been licensed in that capacity for a period of not less than seven (7) years each prior to the date of appointment.
2. The firm must employ a registered municipal accountant licensed and qualified in that capacity for a minimum of five (5) years each prior to the appointment.
3. Must have a minimum of ten (10) years experience in providing auditing services to municipalities within the State of New Jersey.
4. Must maintain a current principal office within the State of New Jersey.
5. Must describe any special services available to municipal clients.
6. Must list all past and present municipal clients.

### **INSURANCE REQUIREMENTS**

Prior to commencing work under contract, the successful firm shall furnish the Township of Willingboro with a certificate of insurance as evidence that it has procured the insurance

coverage required herein. A carrier approved by the Township of Willingboro must provide the coverage. Firms must give the Township of Willingboro a sixty (60) day notice of cancellation, non-renewal, or change in insurance coverage. The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Qualifications:

#### **PROFESSIONAL LIABILITY INSURANCE**

Minimum of \$1,000,000.00 errors and omissions per occurrence to be amended based upon the specific work and values involved.

#### **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

Statutory coverage for New Jersey  
\$100,000.00 Employer's Liability

#### **GENERAL LIABILITY INSURANCE**

Minimum of \$1,000,000 per occurrence to be amended based upon the specific work and values involved. The Township of Willingboro shall be named as additional insured with respect to general liability.

#### **AUTOMOBILE LIABILITY INSURANCE**

Minimum of \$1,000,000.00 per occurrence / \$1,000,000.00 aggregate. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

#### **INDEMNIFICATION**

The selected firm(s) shall defend, indemnify, and hold harmless the Township of Willingboro, its officers, agents, and employees from any and all claims and costs of any nature. Whether for personal injury, property damage, or other liability arising out of or in any way connects with the firm's acts or omissions under this agreement.

### **EXHIBIT A**

**P.L. 1975, C. 127 (N.J.A.C. 17:27)**  
**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 or sex. 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 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 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, rate creed, color, national origin, ancestry, marital status 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 worker's 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.

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 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 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 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 or sex, 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 purposes 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 (N.J.A.C. 17:27).

**EXHIBIT "B"**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**  
**(42 U.S.C. § 12101 et seq.)**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II 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 thereto, 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 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 the OWNER incurs any expenses 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 proceedings 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.