

## LEGAL NOTICE

### REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICE CONTRACTS IN THE TOWN OF KEARNY (Calendar Year 2024)

NOTICE IS HEREBY GIVEN, that pursuant to N.J.S.A. 19:44A-20.5 et. seq. the Town of Kearny shall pursue a “Fair and Open Process” in awarding contracts for the positions set forth below, for calendar year 2024 and hereby solicits qualifications in the form of resumes and letter applications directed to the Town of Kearny, which shall be submitted to the Town Clerk at 402 Kearny Avenue, Kearny, NJ 07032, together with documentation showing qualifications and compliance with criteria set forth by the Town and by State Statute. All qualifications shall be submitted in a sealed envelope marked **“RFO FOR PROFESSIONAL SERVICE”** addressed to the Town Clerk, to be received no later than 1:00 p.m. on December 12, 2023. Two (2) originals must be submitted. Non-bound submissions are preferred. Prior to submission of qualifications interested parties should review the attached criteria that will be used by the Town to evaluate proposals.

All bidders are required to comply with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq. (State affirmative action/equal opportunity laws) and Town of Kearny Ordinance 2007-(O)-41; as amended (payment of living wages and medical benefits for employees). Each professional is also required to have on file a current Business Registration Certificate. Each professional shall submit with its proposal a complete and fully executed Non-Collusion Affidavit in the form attached as Appendix A and the Statement of Ownership Disclosure in the form attached as Appendix B. The Town reserves the right to waive any omissions in the proposals and/or reject proposals for some or all of the positions and/or to award contracts for some or all of the positions listed below.

Professional services qualifications for the following positions are hereby requested:

- Bond Counsel** – Bond Counsel is engaged on an as-needed basis to prepare Bond ordinances, to represent the Town in Local Finance Board meetings, and to provide tax advice. Services related to Bond and/or Note Sales are compensated at a fixed rate commensurate with the dollar amount of Bonds issued. Other services may be compensated at fixed rates or hourly rates. The Town reserves the right to qualify more than one party as Bond Counsel.
- Labor Counsel** – Labor Counsel represents the Town in all labor and employment matters assigned by the Town, including court appearances, arbitrations, conferences, negotiations and investigations. Services are compensated on an hourly rate basis.
- Town Attorney** – The Town Attorney acts as legal advisor to the Mayor, Council and Town Administrator, and, as part of its base salary, attends all normally scheduled meetings, agenda meetings and special meetings, prepares all routine and recurrent ordinances, resolutions, documents, and instruments, and represents the Town in all appeals before the Hudson County Board of Taxation. All other services are compensated separately on an hourly rate basis.

4. **Assistant Town Attorney** - The Assistant Town Attorney represents the Town in grievance arbitrations at the Town and PERC level; prosecutes departmental disciplinary actions, represents the Town in any Construction Appeals, represents the Affordable Housing Board at the Town level, attends all meetings of the Recreation Commission and provides legal advice to the Commission members; attends all meetings of the Board of Health and provides legal advice to the Board; attends all meetings of the Library Board and provides legal advice to the Board; shall be responsible for recording all property maintenance liens in the Office of the Register of Hudson County as they are imposed and shall be responsible for recording the discharge of all property maintenance liens in the Office of the Register of Hudson County. A base salary is paid for the aforesaid services, with additional services compensated on an hourly rate basis.
5. **Town Auditor** – The Town Auditor provides audit services for the Town, Water Utility and Library, assists in the preparation of budgets, and prepares financial/debt statements, secondary market disclosures and official statements for Bond and/or Note Sales. Each of these services are compensated on a lump sum basis.
6. **Municipal Court Prosecutor** – The Prosecutor receives a base salary for all services rendered as municipal prosecutor, except that ABC hearings and municipal appeals are compensated separately on an hourly rate basis.
7. **Public Defender** – The Public Defender receives a base salary for services rendered as a public defender, with additional compensation on an hourly rate basis for reasonable preparation of cases.
8. **Planner – General** – The Town Planner is compensated on an hourly rate basis for general planning services, including preparation of studies, reports, proposals and technical specifications, and appearances at public meetings and hearings. The Town reserves the right to qualify more than one party as a Planner for the Town.
9. **Town Appraiser** – The Town Appraiser is compensated at hourly rates for all advice related to property tax appeals and the preparation of appraisals of real property in connection with such tax appeals, as well as property identified for purchase, sale, lease and/or redevelopment by the Town. The Town reserves the right to qualify more than one party as an Appraiser for the Town.
10. **Insurance Risk Manager** – The Risk Manager advises the Town on all insurance matters, including identification of coverage, assistance and settlement of claims and preparation of insurance budgets. The Risk Manager is paid a fee based on either a percentage of the Town’s annual assessment by the Joint Insurance Fund, or a set fee negotiated with the Town.
11. **Grant Consultant** – The Grant Consultant is compensated on an hourly basis for grant related services, including identifying and applying for federal, state and county grants for municipal services, projects and programs. This Contract may be awarded as an Extraordinary, Unspecifiable Service Contract.
12. **Environmental Consultant** – The Environmental Consultant is compensated on an hourly rate basis and shall perform such duties as: A) oversee the remediation of municipal contaminated sites in accordance with the New Jersey Department of Environmental Protection’s applicable standards and regulations; B) provide technical advice and assistance to Town departments as needed. C) maintain all papers, documents, memoranda, reports and other

materials relating to the administration of its duties; D) attend Town meetings as requested by the Mayor and Council or Town Administrator and E) when directed by the Mayor and Council or Town Administrator provide the services necessary to prepare and provide detailed environmental reports and studies. The Town reserves the right to qualify more than one party as an Environmental Consultant for the Town.

**13. Affordable Housing Rehabilitation Program Manager** – This consultant acts as manager of the Town’s affordable housing rehabilitation program, which is funded through the Town’s Affordable Housing Trust Fund. Compensation is on a fixed fee basis per specific tasks, with additional services, if needed, compensated on an hourly rate basis. The Town reserves the right to qualify more than one party to act as Affordable Housing Rehabilitation Program Manager. This contract may be awarded as an Extraordinary, Unspecifiable Service Contract.

**Patricia Carpenter, Clerk  
Town of Kearny**

TOWN OF KEARNY  
CRITERIA FOR SUBMISSION OF QUALIFICATIONS FOR  
PROFESSIONAL CONTRACTS FOR THE YEAR 2024 UNDER THE  
FAIR AND OPEN PROCESS

NOTICE IS HEREBY GIVEN, to all applicants for positions set forth more fully in a notice of publication soliciting request for qualifications shall take into consideration the following factors, which will be weighed by the Mayor and Council of the Town of Kearny as the basis of awarding contracts for professional services most advantageous to the Town:

- I. Resume and letter application and proposal for professional position including all documentation that provides the following for evaluation by the Mayor and Council:
  - a. Familiarity with the Town of Kearny and its form of government.
  - b. Experience and reputation in the field for the position sought.
  - c. Knowledge of the area of expertise for the position sought (i.e. Auditor, Appraiser etc.).
  - d. Availability to accommodate all required meetings of the Town.
  - e. Compensation proposal.
  - f. Such other factors deemed to be in the best interest of the Town of Kearny.
  
- II. The term of said contract shall be for a period of one year commencing January 1, 2024, and terminating December 31, 2024.
  
- III. All proposals shall include the complete and executed Non-Collusion Affidavit attached as Appendix A and the Statement of Ownership Disclosure attached as Appendix B.
  
- IV. Selection of professionals shall be based on the Mayor and Council's evaluation of the submitted material in the criteria set forth in this document.
  
- V. Submit all materials in a sealed envelope marked "**RFO FOR PROFESSIONAL SERVICE**" addressed to Town Clerk, Town of Kearny at 402 Kearny Avenue, Kearny, NJ 07032 to be received on or before 1:00 p.m. on December 12, 2023. Two (2) originals must be submitted. Non-bound submissions are preferred.

**Patricia Carpenter, Clerk**  
**Town of Kearny**

**NON-COLLUSION AFFIDAVIT**

**RE: PROPOSAL FOR:** \_\_\_\_\_  
(Name of Position)

**STATE OF NEW JERSEY**

**COUNTY OF** \_\_\_\_\_ **ss:**

I, \_\_\_\_\_ of the municipality/town/township of  
\_\_\_\_\_ in the County of \_\_\_\_\_ and State of  
\_\_\_\_\_ being of full age, being duly sworn according to law on my oath depose  
and say that:

I am \_\_\_\_\_ of the firm \_\_\_\_\_  
(Title)  
the respondent making the proposal for the above named position and that I executed the said  
proposal with full authority to do so that said respondent 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 proposal; and that all statements  
contained in said proposal and in this affidavit are true and correct, and made with full  
knowledge that the Town of Kearny 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  
position and in the statements contained in this affidavit in awarding the contract for the said  
position.

Subscribed and sworn to me  
before this day

\_\_\_\_\_  
Officer of Company

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_