

Shrewsbury Borough  
419 Sycamore Avenue  
Shrewsbury, NJ 07702



P 732-741-4200  
F 732-741-6549  
[www.ShrewsburyBoro.com](http://www.ShrewsburyBoro.com)

**REQUEST FOR PROPOSALS  
FOR VARIOUS  
PROFESSIONAL SERVICES  
January 1, 2025, thru December 31,  
2025**

**PROPOSALS TO BE RECEIVED  
THURSDAY, DECEMBER 5<sup>th</sup>, 2024, by 11:00am**

**Christopher Cherbini  
Qualified Purchasing Agent  
732-741-4200 ext 113  
[ccherbini@shrewsburyboro.com](mailto:ccherbini@shrewsburyboro.com)**



**BOROUGH OF SHREWSBURY  
NOTICE OF REQUEST FOR PROPOSALS FOR  
VARIOUS PROFESSIONAL SERVICES**

Notice is hereby given that, in accordance with NJSA 19:44-20.5 et seq. through a fair and open process the Borough of Shrewsbury is requesting sealed proposals for the following:

- #1-25 Borough Counsel
- #2-25 Borough Engineer
- #3-25 Labor Counsel
- #4-25 Bond Counsel
- #5-25 Borough Auditor
- #6-25 Affordable Housing Counsel
- #7-25 Borough Planner
- #8-25 Land Use Board Counsel
- #9-25 Land Use Board Engineer
- #10-25 Information Technology
- #11-25 Tax Appeal Counsel
- #12-25 Insurance Risk Manager
- #13-25 Land-use Planner
- #14-25 Public Defender
- #15-25 Conflict Engineer

**DATE OF RECEIPT OF PROPOSALS: Thursday, December 5th, 2024 by 11:00am**

Proposal packages may be obtained as PDF files from the Borough's website at [www.shrewsburyboro.com](http://www.shrewsburyboro.com) (click on the Request for Proposals Link). If you prefer to have a proposal package mailed to you, please call Kerry Quinn at 732-741-4200, Ext. 113 or email [ccherbini@shrewsburyboro.com](mailto:ccherbini@shrewsburyboro.com).

Proposals/Submissions will be received by the Purchasing Agent at the Borough of Shrewsbury, 419 Sycamore Avenue, Shrewsbury, NJ 07702 on the date and time noted above. Firms do not need to be present and may mail or deliver a proposal package to the attention of the Purchasing Agent at the above address prior to date and time above.

Respondents are required to comply with the requirements of NJSA 10:5-31 et seq, and NJAC 17:27 et seq., PL 2004, C.1. Successful contractors will also be required to comply with all terms imposed by NJ Election Laws NJSA 19:44A-20.27 subject to campaign funding.

**Christopher Cherbini**  
**QUALIFIED PURCHASING AGENT**

**BOROUGH OF SHREWSBURY SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS  
UNDER THE FAIR AND OPEN PROCESS**

**STANDARDIZED SUBMISSION RULES AND INSTRUCTIONS**

1. The Borough of Shrewsbury is soliciting proposals for the provision of professional services to the Borough for the contract year January 1, 2025, through December 31, 2025. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.
2. The applicant understands and agrees that the proposal is submitted based on the requirements prepared by the Borough. The applicant accepts the obligation to become familiar with these requirements.
3. Applicants are expected to examine the requirements with care. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Purchasing Agent. In the event the applicant fails to notify the Borough of such ambiguities, errors or omissions, the applicant shall be bound by its proposal.
4. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. To be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for receipt of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective applicants in accordance with NJSA 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the applicant in the proposal. The Borough's interpretations or corrections thereof shall be final.
5. All proposals shall be addressed to Christopher Cherbini at the Borough of Shrewsbury, 419 Sycamore Avenue, Shrewsbury, NJ 07702 and shall be received no later than Thursday December 5th, 2024 by 11:00am. One original and one copy of the proposal shall be submitted. If applying for more than one category, please provide an original and one copy for EACH category.
6. The proposal form shall be submitted in a sealed envelope bearing the name and address of the applicant written on the face of the envelope and clearly marked with the contract title and number for which you are applying.
7. It is the applicant's responsibility to see that proposals are presented to the Borough at the hour and at the place designated. Proposals may be hand delivered or mailed; however, the Borough disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in paragraph 6 above must also appear on the outside of the delivery company envelope.

**PROPOSALS RECEIVED AFTER THE DESIGNATED TIME AND DATE WILL BE RETURNED UNOPENED.**

8. All proposals shall include, at a minimum, the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; references; and a proposal for compensation or a schedule of fees to be charged for such professional services.
9. All proposals will be evaluated by the Mayor and Borough Council of the Borough of Shrewsbury, except for proposals rendered to the Shrewsbury Land-use Board of Adjustment. Pursuant to the Municipal Land Use Law, such proposals will be forwarded to those bodies for evaluation and determination.
10. Proposals will be evaluated by the Mayor, Council, and Administration of the Borough of Shrewsbury on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation may consider:
  - a. Experience and reputation in the field of professional service;
  - b. Knowledge of the Borough of Shrewsbury and the subject matter to be addressed under the contract;
  - c. Availability to accommodate any required meetings;
  - d. Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter;
  - e. Compensation proposal;
  - f. References; and
  - g. Other factors, if determined to be in the best interest of the Borough of Shrewsbury and its agencies.
11. Any applicant successfully awarded a contract must agree to indemnify and hold the Borough harmless from any liability to subcontractors and suppliers concerning payment for work performed or goods supplied and must also add the Borough of Shrewsbury as a named insured to any applicable insurance policies.
12. The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.

## **GENERAL DESCRIPTION OF PROFESSIONAL SERVICES NEEDED**

The following are brief descriptions of some of the requirements necessary and may include other functions as may be directed by the Borough of Shrewsbury and their respective departments:

### **Borough Counsel**

The duties of the Borough Counsel are set forth in the Borough of Shrewsbury Code 5-25 and in accordance with the requirements of New Jersey law. The following qualifications shall be considered as part of the evaluation process:

1. Attorney-at-law of the State of New Jersey for a minimum of five (5) years.
2. Multi-disciplinary civil law practice for a minimum of five (5) years.
3. Experience practicing before State and Federal Courts for a minimum of five (5) years.
4. Experience representing a New Jersey municipal government with demographics like the Borough of Shrewsbury for a minimum of five (5) years.

### **Borough Engineer**

The Borough Engineer shall be an individual or firm that is a licensed professional engineer in the State of New Jersey. The Borough Engineer is expected to handle engineering issues regarding the construction and/or maintenance of public property, infrastructure and roadways, and to review and/or report on development or other applications, as required, pursuant to the Borough Code or as required by law.

### **Conflict Engineer**

The Conflict Engineer shall be an individual or firm that is a licensed professional engineer in the State of New Jersey. The Conflict Engineer will be called upon to handle engineering issues regarding the construction and/or maintenance of public property, infrastructure and roadways, and to review and/or report on development or other applications, when a conflict occurs between the Borough Engineer and the project. Conflict engineers may also be asked to take on special project as needed.

### **Borough Planner**

The Planner shall be licensed by the NJ Board of Professional Planners. The borough planner will consult as needed on projects at the request of the Mayor and Council. The planner shall have experience with redevelopment and affordable housing.

### **Labor Counsel**

The Borough's general labor counsel may be an individually licensed attorney or law firm that is responsible for individual labor and employment matters such as employee claims against the Borough, defense of employees and/or officers of the Borough in labor-related matters, disciplinary proceedings against employees, and PERC and other employee or labor-related administrative proceedings, including assisting in the negotiation, ratification, enforcement and/or defense of collective bargaining agreements.

## **Bond Counsel**

The Borough's Bond counsel may be an individually licensed attorney or law firm with a significant background in local public finance that handles all matters in connection with public financing and indebtedness, including but not limited to the authorization, issuance, sale and delivery of Bonds and/or Bond anticipation notes for the Borough, including the preparation of any bond ordinances, the preparation of resolutions authorizing financing, the preparation and review of the notice of sale and the bond or bond anticipation notes, the assistance in the preparation and review of Official Statement, the preparation of all closing documents necessary for the issuance of bonds or bond anticipation notes, attendance at the closing of the bonds or bond anticipation notes, preparation and providing final approving opinions for bond or bond anticipation note issuances.

## **Public Defender**

The successful attorney must have significant experience in representing Individuals as a defense attorney and/or Public Defender in criminal or quasi-criminal matters in Municipal, State and Federal Courts, administrative forums and arbitration. The successful attorney will provide the following legal services:

1. The Borough Public Defender must be an attorney at law of New Jersey and shall interview all indigent defendants qualifying for assistance as provided under the standards established by the office of the Public Advocate of the State of New Jersey, and shall defend same in the Municipal Court of the Borough and provide such legal advice and counsel to such individuals as may be required in any proceedings before the Municipal Court of the Borough. The Public Defender may not be associated with the same office as the Borough Prosecutor. Compensation will be on a case basis.

## **Borough Auditor**

The duties of Auditor are in accordance with New Jersey Statutes and regulations. The following qualifications shall be considered as part of the evaluation process:

1. Certified Public Accountant and Registered Municipal Accountant in New Jersey for a minimum of five (5) years.
2. Has a minimum of five (5) years of experience representing municipal entities appearing before the New Jersey Local Finance Board.
3. Has a minimum of five (5) years' experience representing public entities with regard to compliance with the State of New Jersey laws including but not limited to the Local Bond Law, Local Budget Law and Local Fiscal Affairs Law.
4. Five (5) years of experience providing audit services to a New Jersey municipal government with financial operations like the Borough of Shrewsbury.

## **Affordable Housing Counsel**

The Borough's Affordable Housing Counsel may be an individually licensed attorney or law firm with a significant background in addressing affordable housing issues, including addressing issues presented by the Borough Attorney, Planner, Administrative Agent, and Affordable Housing Liaison before the New Jersey Council on Affordable Housing or in Superior Court on affordable housing matters. Such representation shall include, but not be limited to the formulation, enforcement and/or defense of the Borough Affordable Housing plans, deeds and other affordable housing regulations.

**Land-Use Planner**

The Planner shall be licensed by the NJ Board of Professional Planners. The planner will review development applications and make recommendations in connection thereof as requested by the Land-Use Board. They will attend meetings of the Land-Use of Adjustment as requested. They will prepare land development reports as may be requested by the Planning Board or the Zoning Board of Adjustment and may testify as a professional planning expert on behalf of the Borough in litigated matters as required.

**Land Use Board Counsel**

The Land Use Board Counsel shall be a licensed attorney or law firm that will provide legal services to the Land Use Board for the Borough of Shrewsbury as required under the Municipal Land Use Law and Land Use Ordinances of the Borough of Shrewsbury.

**Land Use Board Engineer**

The Zoning Board of Adjustment Engineer shall be a licensed professional engineer who will provide professional engineering services to the Land Use Board for the Borough of Shrewsbury as required under the Municipal Land Use Law and Land Use Ordinances of the Borough of Shrewsbury including conducting reviews and providing reports on applications including conducting reviews and providing reports on all development and site plan applications as requested by the Land Use Board.

**Insurance Risk Manager**

Reviews and assesses risk management policies and protocols; makes recommendations and implements modifications and improvements. Recommends and implements risk management solutions such as insurance, safety and security policies, business continuity plans, or recovery measures. Will attend quarterly safety meeting and assist with all claims made by the borough.

**Tax Appeal Counsel**

The Borough Tax Appeal Attorney will represent the borough as needed in court for tax appeals made by the property owners within Shrewsbury Borough. The Tax Appeal Attorney will act as counsel to the Tax Assessor on an as needed basis.

**Information Technology Consultant**

The Information Technology Consultant will maintain computer systems, networks, applications and their security, hardware and software deployments, and budget management. Provides technical

support for all municipal departments including the police department. Firms must have a strong history in project management, troubleshooting, customer service, cloud computing and device management skills. The firm must be able to be on site for emergencies within a reasonable period. Firm shall have experience with NJ Joint Insurance Policies for Cyber Security.

Supported Hardware (38 desktops) (6 Notebooks) (5MDTs) (2 I-pads) (5 Servers)

Physical Location – 5 (Borough Hall, Police Department, Fire Department, DPW)

Virtualization is being utilized - VMware (1 Virtual Server) (2 Virtual Guest)F

Number of Physical Servers – 3

Off Site Backup- Proprietary Cloud (Required)

Email – Approximately 78 emails run on Office 365

Archiving Solution – Proofpoint

Spam – Proofpoint

Anti-Virus – SentinelOne

Remote Access – Limited to certain department head VPN/DUO.

Support 24x7x365 Coverage

Must Comply with Current MEL JIFF

## **STATUTORY AND OTHER REQUIREMENTS**

### **A. Mandatory Affirmative Action Certification**

No firm may be issued a contract unless it complies with the affirmative Action regulations of N.J.S.A. 10:5-32 et seq. (Pl. 1975, c.127).

1. Procurement, Professional and Service Contracts All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:
  - a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter); or
  - b. A photocopy of an approved Certificate of Employee Information Report; or
  - c. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).



## B. Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is statement submitted setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The form of Statement is enclosed and shall be completed and returned with proposal.

## C. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is enclosed with this RFP, shall be properly executed and submitted with the proposal.

## D. New Jersey Business Registration Requirements Non-Construction Contracts

NJSA 52:32-44 requires that each vendor submit proof of business registration with the RFP package. Proof of registration shall be a copy of the Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue on-line The Borough Tax Appeal Attorney will represent the borough as needed in court for tax appeals made by the property owners within Shrewsbury Borough. The Tax Appeal Attorney will act as counsel to the Tax Assessor on an as needed basis.

at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at 609-292-1730.

## E. Pay-To-Play Disclosure Certification and Form once awarded

Successful Professional must also be required to comply with all terms imposed by NJ Election Laws NJSA 19:44A-20.27 subject to campaign funding limits.

The Borough reserves the right to reject any or all proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligation of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

**Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the Governing Body.

**NON-COLLUSION AFFIDAVIT**

(STATE OF NEW JERSEY )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the Municipality of \_\_\_\_\_  
(Print Name) (Print)

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

am of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
Print Title Print Name of Firm

the bidder making this Proposal enclosed 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 Borough of Shrewsbury 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 Firm NJSA 52:34-15

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signature

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20  
State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature of Notary Public (SEAL)  
My commission expires on \_\_\_\_\_

**BOROUGH OF SHREWSBURY  
STOCKHOLDER DISCLOSURE CERTIFICATION  
This Statement Shall Be Included with Bid 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 Corp.    Limited Liability  
 Partnership Subchapter S Corporation

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

STOCKHOLDERS:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Address: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

(SEAL)

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

The contractor and the Borough of Shrewsbury, (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. S121 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 of 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.

**PROPOSAL COVER SHEET**

**(ONE PER APPLICANT REQUIRED FOR ALL POSITIONS CHECKED)**

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please check the box next to the professional service for which you are submitting a proposal. If applying for more than one category, please provide one original and one copy of the Proposal for EACH category. Thank you.

- \_\_\_\_\_ #1-25 Borough Counsel
- \_\_\_\_\_ #2-25 Borough Engineer
- \_\_\_\_\_ #3-25 Labor Counsel
- \_\_\_\_\_ #4-25 Bond Counsel
- \_\_\_\_\_ #5-25 Borough Auditor
- \_\_\_\_\_ #6-25 Affordable Housing Counsel
- \_\_\_\_\_ #7-25 Borough Planner
- \_\_\_\_\_ #8-25 Land Use Board Counsel
- \_\_\_\_\_ #9-25 Land Use Board Engineer
- \_\_\_\_\_ #10-25 Information Technology Services
- \_\_\_\_\_ #11-25 Tax Appeal Counsel
- \_\_\_\_\_ #12-25 Insurance Risk Manager
- \_\_\_\_\_ #13-25 Land-use Planner
- \_\_\_\_\_ #14-25 Public Defender
- \_\_\_\_\_ #15-25 Conflict Engineer

**PROPOSAL**

**REQUEST FOR PROPOSAL FOR VARIOUS PROFESSIONAL SERVICES**

**TO THE BOROUGH OF SHREWSBURY BOROUGH COUNCIL:**

The undersigned declares they have examined and fully understand the Borough's application process and other documents herein referred to, and if this proposal is accepted, to furnish and deliver services requested and to perform all work in accordance with the contract documents to be provided upon award.

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

FEDERAL I.D. # OR SOCIAL SECURITY NO.: \_\_\_\_\_

SIGNATURE OF AGENT: \_\_\_\_\_

TYPE OR PRINT NAME OF AGENT: \_\_\_\_\_

\_\_\_\_\_  
SEAL IF A CORPORATION