

**City of Union City Request for Proposals from Individuals or Firms  
Interested in Serving and Providing Professional Services Regarding the  
Preparation of an Approved Community Forestry Management Plan**

**Introduction**

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the City of Union City submits this Request for Proposals ("RFP") for individuals or firms to provide professional services to the City of Union City in the writing and preparation of an approved Community Forestry Management Plan in accordance with the guideline standards and provisions of the New Jersey Shade Tree and Community Forestry Assistance Act. All candidates are required to demonstrate compliance with N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27 as amended (Affirmative Action). The successful candidate must have knowledge of the requirements of the New Jersey Community Forestry Management Plan and Trust and must have attended a Community Forestry Management Plan Workshop or must have written a State-approved Community Forestry management Plan. The successful candidate will provide the City with services related, but not necessarily limited to:

1. Preparation of a Community Forestry Management Plan that is appropriate for submission and approval and that is unique to the City and the City's needs.
2. Preparation of any supplemental or explanatory material or amendments as required and subsequently requested by NJDEP or its other agencies and personnel during the review of the plan.
3. Filing of all reports required by the State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry.
4. Maintenance of all required records.
5. Inclusion of a Public Education/Awareness/Outreach Section in the Community Forestry Management Plan, together with a tree inventory assessment, tree indemnification, and tree planting, maintenance and care.

Each candidate shall submit proof of business registration with the New Jersey Division of Taxation (P.L. 2004, C.57).

**Professional Information and Qualifications**

Each interested candidate shall submit the following information:

1. Name of firm or individual;
2. Address of principal place of business and other offices and corresponding telephone and fax numbers. Please note specifically which consultants will be assigned to work with the City;

3. Description of candidate's education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
4. Description of candidate's experience related to preparing Community Forestry Management Plans.
5. Description of candidate's experience and knowledge of the Community Forestry Assistance Act as well as related fields;
6. The candidate's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
7. Cost details, including the hourly rates of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and a total cost of "not to exceed" amount; and
8. Any other information which the interested firm individual deems relevant.
9. Statement of corporate ownership (c.52:25-24.2)

### **Selection Criteria**

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the degree of their respective participation;
2. Experience, reputation in the field and references;
3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter;
4. Cost competitiveness;
5. Strong verbal and written communication skills;
6. Whether the consultant has a history and proven performance and reliability in undertaking the work advertised herein; and
7. Whether the consultant's proposal demonstrates a clear understanding of the scope of the work and related objectives

## **Submission Requirements**

Sealed Proposals will be publicly opened by the Union City Clerk in her office at City Hall, 3715 Palisade Avenue, Union City, Second Floor, at 11:00 am on Tuesday, October 4, 2016 if received prior to this date.

Erin Knoedler, Deputy City Clerk  
City of Union City  
3715 Palisade Avenue  
Union City, New Jersey 07086

Please submit one (1) original and three (3) copies of the Proposal. Use white 8½ x 11" paper.

Any persons having questions or seeking information should contact David Spatz, Planning Consultant, at (201) 564-7968 or [DavidSpatz@optimum.net]



## **EXHIBIT B**

### **AMERICANS WITH DISABILITIES ACT OF 1990**

#### **Equal Opportunity for Individuals with Disability**

The contractor and \_\_\_\_\_, (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. 5121 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 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.

## EXHIBIT C

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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 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 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, 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 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 Division of Contract Compliance and EEO 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,

**EXHIBIT C**  
**(continued)**

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 Division of Contract Compliance and EEO 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 Division of Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).