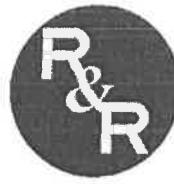


RFP2021-21 LEGAL SERVICES -BOND COUNSEL SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF FINANCE PROPOSALS OPENED 5/27/2021 AT 11:00AM

RFP2021-21 LEGAL SERVICES -BOND COUNSEL SERVICES FOR THE CITY OF TRENTON, DEPARTMENT OF FINANCE						
NUMBER OF RESPONDENTS:	6					
NAME OF BIDDER	RUDERMAN AND ROTH, LLC	PARKER MCCAY, P.A.	DECOTIS, FITZPATRICK, COLE AND GIBLIN, LLP	MCMANIMON, SCOTLAND, AND BAUMANN, LLC	MALAMUT AND ASSOCIATES, LLC	WILENTZ, GOLDMAN AND SPITZER, P.A.
ADDRESS	150 MORRIS AVENUE, SUITE 3030	9000 MIDLANTIC DRIVE, SUITE 300	61 SOUTH PARAMUS ROAD, SUITE 250	75 LIVINGSTON AVENUE, 2ND FLOOR	457 HADDONFIELD ROAD, SUITE 500	90 WOODBRIDGE CENTER DRIVE, SUITE 900
CITY, STATE, ZIP	SPRINGFIELD, NJ 07081	MOUNT LAUREL, NJ 08054	PARAMUS, NJ 07652	ROSELAND, NJ 07068	CHERRY HILL, NJ 08002	WOODBRIDGE, NJ 07095
CONTACT NAME	ALLAN C. ROTH, ESQ.	CAROLYN J. RUTSKY	FRANCIS J. BORIN	KEVIN P. MCMANIMON	ADAM S. MALAMUT	EVERETT M. JOHNSON, ESQ.
TELEPHONE	973-258-1288	856-596-8900	201-928-1100	973-622-1800	856-424-1808	732-855-6149
FAX	973-258-1171	856-596-9631	201-928-0588	973-622-7333 OR 973-622-3744	856-424-2032	732-726-6645
E-MAIL	AROTH@RRLABORLAW.COM	INFO@PARKERMCCAY.COM	FBORIN@DECOTISLAW.COM	KMCMANIMON@MSBNJ.COM	ADAM@MALAMUTLAW.COM	EJHONSON@WILENTZ.COM
STOCKHOLDER DISCLOSURE STATEMENT	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
EQUAL EMPLOYMENT OPPORTUNITY	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	N/A	N/A	N/A	N/A	N/A	N/A
NJ BUSINESS REGISTRATION CERTIFICATE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
NON-COLLUSION AFFADAVIT	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
ETHICS COMPLAINT DISCLOSURE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
DEBARMENT NOTICE	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
CITY OF TRENTON RESIDENT EMPLOYMENT POLICY	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
EIC	CERT.#60348 EXP. 01/15/2026	CERT.#4740 EXP. 04/15/2023	CERT.#19036 EXP. 05/15/2022	CERT.#2184 EXP. 11/15/2021	CERT.#56005 EXP. 05/15/2023	CERT.#5743 EXP. 09/15/2021
CERTIFICATE OF INSURANCE	REQUIRED FROM AWARDED VENDOR	REQUIRED FROM AWARDED VENDOR	REQUIRED FROM AWARDED VENDOR	REQUIRED FROM AWARDED VENDOR	REQUIRED FROM AWARDED VENDOR	REQUIRED FROM AWARDED VENDOR
60-DAY EXTENSION COMPLIANCE	YES	YES	YES	YES	YES	YES
PROVIDE PRIORITY EMERGENCY SERVICES	YES	YES	YES	YES	YES	YES
REFERENCES	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
W-9	N/A	N/A	N/A	N/A	N/A	N/A
EXCEPTIONS (IF ANY)	NONE	NONE	NONE	NONE	NONE	NONE
HOURLY RATE	\$170.00 PER HOUR	SEE ATTACHED BREAKDOWN OF BOND BASE FEE	SEE ATTACHED BREAKDOWN OF BOND BASE FEE	SEE ATTACHED BREAKDOWN OF BOND BASE FEE	SEE ATTACHED BREAKDOWN OF BOND BASE FEE	SEE ATTACHED BREAKDOWN OF BOND BASE FEE
FATAL FLAW	NONE	NONE	NONE	NONE	NONE	NONE



RUDERMAN & ROTH, LLC

COUNSELLORS AT LAW

150 Morris Avenue, Suite 303 ♦ Springfield, New Jersey 07081
TEL 973.258.1288 ♦ FAX 973.258.1171

*ALLAN C. ROTH, ESQ.
New Jersey • Illinois • District of Columbia*

BID PROPOSAL FORM RESPONDENT MUST COMPLETE

WE THE UNDERSIGNED PROPOSE LEGAL SERVICES FOR LABOR AND EMPLOYMENT
LITIGATION AND RELATED MATTERS PURSUANT TO THE SCOPE OF SERVICES AND
REQUIREMENTS AND MADE PART
HEREOF:

HOURLY RATE **\$170.00**

(ORIGINAL SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of New Jersey
having its principal office at Springfield, New Jersey.

COMPANY Ruderman & Roth, LLC.
ADDRESS 150 Morris Avenue, Suite 303
ADDRESS Springfield, NJ 07081
FED.ID # 83-2719751
NAME Allan C. Roth
TELEPHONE 973-258-1288
FAX 973-258-1171
EMAIL aroth@rrlaborlaw.com
DATE 5/24/2021
SIGNATURE Allan C. Roth

COST PROPOSAL

Proposed Fee Schedule for Bond Counsel to the City of Trenton:

<u>Amount of Bonds</u>	<u>Base Fee</u>
\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

Refunding Bonds

To be established by separate agreement between the City of Trenton and Bond Counsel.

General Public Finance and Tax Advice/Official Statement Preparation/Review

The hourly rate for professional and paraprofessional legal services for the City of Trenton will be:

Shareholders (Partners)	\$290-\$310
Counsel, Of Counsel	\$265-\$300
Senior Associates	\$265-\$300
Associates	\$205-\$260
Paralegals/Law Clerks	\$100

Additional Fees

In addition to legal services, our invoices will include any out-of-pocket expenses attributable to a specific client matter. Out-of-pocket expenses generally include, but are not limited to postage, photocopying and complex document production, courier services, online research, travel expenses, filing, recording, certification and registration fees charged by governmental bodies.

Itemized statements showing services rendered and disbursements made by the firm on behalf of the client will be submitted on a monthly basis, together with an appropriate voucher for payment.

FEE PROPOSAL

Bond Counsel Services

DeCotiis, FitzPatrick, Cole & Giblin, LLP proposes the following fee structure for bond counsel services; we will, however, be more than willing to tailor a fee structure that meets the City's needs:

A. For services rendered or in connection with each bond sale, a fee of \$3,500.00 plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than one (1) series of bonds issued, there will be a charge of \$1,000 for each additional series.

B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$500.00 for each single purpose ordinance and \$675.00 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, or if a multipurpose ordinance includes more than four (4) separate purposes, there will be additional fees to be charged at the hourly rates reflected in paragraph (D).

C. The fee for any temporary financing, including, but not limited to bond anticipation notes, tax anticipation notes, special emergency notes and emergency notes, shall be billed at the hourly rates reflected in paragraph (D), with a minimum fee of: \$.50 per thousand dollars of notes issued up to \$15,000,000 and \$.40 per thousand dollars of notes issued in excess of \$15,000,000, plus, if more than one (1) series of notes are issued, \$500 for each additional series.

D. Services rendered beyond the scope of those described above will be billed at the hourly rates set forth below:

<u>Name</u>	<u>Hourly Rate</u>
William R. Mayer, Esq.	\$250.00
Cheryl J. Oberdorf, Esq.	\$250.00
Matthew C. Karrenberg, Esq.	\$250.00
Paralegal/Legal Assistant	\$120.00

Such services may include attendance at meetings, participation in extensive conference calls, preparation or review of a Preliminary Official Statement and Official Statement, attention to any litigation that may occur, arbitrage and tax analysis, review of applications for investments of bond or note proceeds in State and Local Government Series federal obligations, services in connection with bond insurance, a letter of credit or other credit enhancement or in connection with the sale of minibonds or any other matters as directed by the City. If the bond sale involves the sale of obligations to the United States Department of Agriculture, Rural Development, or an application to the Local Finance Board, such services will be billed at the hourly rates set forth above, with a minimum fee of \$1,500.00, and if the bond or note sale involves participation in a New Jersey Infrastructure Bank (formerly known as New Jersey Environmental Infrastructure Trust) financing, such services will be billed at the hourly rates set forth above, with a minimum fee of \$2,500.00.

E. In the event of a refunding bond issue providing for an escrow agreement to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000.00 for a single refunded bond issue and \$2,500 for each additional refunded issue in addition to the fees described herein.

F. In the event of services rendered to the City the cost of which is reimbursed by a private entity, such as in connection with redevelopment projects, services shall be billed at the hourly rates for attorneys and for paralegals as established by Bond Counsel from time to time for its private clients.

G. In the event a bond or note sale is held but all bids are rejected or the sale is cancelled, or this agreement is terminated prior to the sale of bonds or notes, the fee to be charged shall be based on the hourly rates referred to herein.

H. Customary disbursements for postage, telephone, document production and reproduction, travel and out-of-pocket expenses shall be added to the fees referred to above.

Very truly yours,

**DeCOTIIS, FITZPATRICK, COLE
& GIBLIN, LLP**

By:


Francis J. Borin, Partner

A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this _____ day of _____, 20____ by and between the CITY OF TRENTON, in the County of Mercer, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068 hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

A. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

C. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary

concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$1,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$500.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Services rendered in connection with any required filings with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport will be billed at a flat rate of \$250 per filing. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects, (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions, (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$375 for attorneys and \$180 for legal assistants. In addition to the hourly time charges

described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds or refunding bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.*, the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph I(2) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

III. General Provisions

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC §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 thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Kevin P. McManimon.

6. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

IN WITNESS WHEREOF, the CITY OF TRENTON, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

CITY OF TRENTON

ATTEST:

By: _____

Clerk _____

McMANIMON, SCOTLAND & BAUMANN, LLC

By: _____



**Malamut
& Associates LLC**
ATTORNEYS AT LAW

Cherry Hill Office

457 Haddonfield Road, Suite 500
Cherry Hill, New Jersey 08002
ph 856 424 1808

Hoboken Office

221 River Street, 9th Floor
Hoboken, New Jersey 07030
ph 877 567 5293

Philadelphia Office

2400 Market Street, No 200
Suite 251
Philadelphia, PA 19103

Compensation Proposal.

As Bond Counsel, we generally bill our clients at the conclusion of the financing based upon a fixed schedule of fees plus out-of-pocket disbursements. For the City, we propose the following fee schedule:

A. For services rendered in connection with each bond sale, an initial fee equal to \$4,000.00 plus \$0.90 per thousand dollars of bonds issued. If a bond sale involves more than one series of bonds, an additional fee of \$500 per series will be billed. If bond insurance is provided, an additional fee of \$1,000 will be billed.

B. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$450.00 for each single purpose ordinance and \$600.00 for each multipurpose ordinance, amending ordinance or re-appropriation ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services.

C. For any temporary financing involved a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at closing, a fee of \$0.80 per thousand dollars of notes issued, with a minimum fee of \$1,000.00.

D. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals in effect when the services are rendered. The present hourly rates range from \$65.00 to \$205.00 per hour depending on the attorney or paralegal involved. Such services may including attendance at meetings, extraordinary work involved in the preparation of the Official Statement, attention to any litigation that may occur, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations. In the event that a letter of credit or similar credit enhancement facility is used in connection with a bond issue, an additional fee based on the responsibility assumed and time involved will be charged.

E. In the event of a refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000.00 in addition to the fees described herein.

F. Customary disbursements for postage, overnight mail, photocopying, telecopying, and out-of-pocket expenses shall be added to our fees.

Hourly Rates

Thomas J. Hastie, Jr., Esq. \$205.00 per hour

WILENTZ

—ATTORNEYS AT LAW—

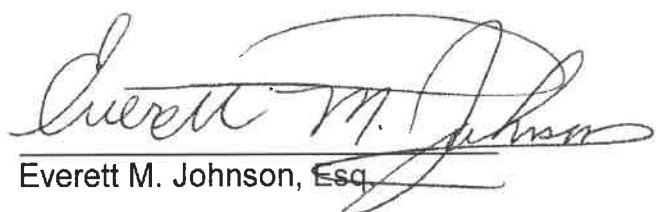
90 Woodbridge Center Drive
Suite 900 Box 10
Woodbridge, NJ 07095-0958
732.636.8000

May 18, 2021

Price Proposal

Any legal fees paid for by the City will be billed at a blended rate of **\$225** per hour for all attorneys, and **\$90** per hour for paralegals.

Our legal fees for bond counsel services paid out of escrow funds funded by developers and redevelopers will be billed at a blended rate of **\$300** per hour.



Everett M. Johnson, Esq.