

CITY OF PLAINFIELD

REQUEST FOR QUALIFICATIONS FOR

The Provision of:

BOND UNDERWRITING SERVICES

CITY OF PLAINFIELD

Contract Term

January 1, 2013 through December 31, 2013

SUBMISSION DEADLINE

January 23, 2013

11:00 A.M.

ADDRESS ALL QUALIFICATIONS TO:

**PURCHASING DEPARTMENT
CITY HALL, 515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY 07061**

**ATTN: CindyLea K. Weber
RPPO, QPA**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATIONS

CITY OF PLAINFIELD
515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY 07061

CONTACT PERSON

CINDYLEA K. WEBER, RPPO, QPA
PURCHASING DIVISION
CITY OF PLAINFIELD
515 WATCHUNG AVE.
PLAINFIELD, NEW JERSEY 07060
(908) 226-8568

PURPOSE

The City of Plainfield is soliciting Qualification Statements from interested persons and/or firms for the provision of Bond Underwriter services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The City will review Qualification Statements only from those firms that submit a Qualification Statement which includes all the information required to be included as described herein (in the sole judgment of the City). The City intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of Plainfield.

Submissions will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

January 1, 2013 through December 31, 2013

CONTRACT FORM

The successful submitter shall be required to execute the City's form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be

considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

INTRODUCTION AND GENERAL INFORMATION

1. **CITY OF PLAINFIELD FACTS AND FIGURES** – The City of Plainfield is a municipal governmental entity. The City was incorporated in 1869 and operates pursuant to N.J.S.A. 40A:61-1 *et. seq.* The Legislative responsibilities of the City of Plainfield are vested in the elected seven-member City Council. The Governing Body sets policy, adopts the operating and capital budgets for the City, enacts ordinances and sets the direction of how the City of Plainfield will provide government services. The Mayor is the City’s chief executive officer and carries out the policies adopted by the Governing Body.

The City’s population is approximately 47,800 and it consists of approximately 6 square miles of area. The City employs approximately 500 people in about 12 departments and agencies. It owns administration buildings, courthouse buildings, and parks and recreation facilities.

The City’s operating budget is approximately \$64,000,000. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

2. **NATURE/ SCOPE OF SERVICES** – It is the intent of the City of Plainfield to solicit Qualification Statements from Respondents that have expertise in the provision of bond underwriting services. Firms and/or persons responding to this RFQ shall be able to demonstrate that they will have the continuing capabilities to perform these services.
3. **GENERAL REQUIREMENTS** – The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In additional to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

The Respondent shall, as part of its Qualification Statement, provide the following information:

- a. An executive summary (not to exceed two [2] pages) of the information contained in all the other parts of the Qualification Statement.
- b. An executed Letter of Qualification (See Appendix A to this RFQ).
- c. Name, address and telephone number of the firm or firms submitting the Qualification Statement pursuant to this RFQ, and the name of the key contact

person.

- d. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.
 - (i) Provide the names and business addresses of all Principals of the firm or firms submitting the Qualification Statement. For purposes of this RFQ, “Principals” means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, “Principals” shall include each investor who would have any amount of operational control over the Respondent and every stockholder having an ownership interest of 10% or more in the firm.
 - (ii) If a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents’ approval right over the activities of the firm submitting a Qualification Statement. Describe the approval process.
 - (iii) If the Respondent is a partnership or a joint venture of similar organization, provide comparable information as required in (ii) above for each member of the partnership, joint venture or similar organization.
 - (iv) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. (An Affirmative Action Statement - copy of form attached);
- e. An executed Letter of Intent (See Appendix B).
- f. The number of years your organization has been in business under the present name.
- g. The number of years the business organization has been under the current management.
- h. Any judgments within the last three (3) years in which the Respondent has been adjudicated liable for professional malpractice. If applicable, please explain.
- i. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If applicable, please explain.
- j. Confirm appropriate federal and state licenses to perform activities.
- k. A completed Non-Collusion Affidavit
- l. A statement that the Respondent will comply with the General Terms and Conditions required by City and enter into the City’s standard Professional Services Contract;

m. A copy of Respondent's Business Registration Statement;

4. **PROFESSIONAL INFORMATION REQUIREMENTS** – Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

- a. Description and scope of work by Respondent
- b. Name, address and contact information of references
- c. Explanation of perceived relevance of the experience to the RFQ
- d. Describe the services that Respondent would perform directly.
- e. Describe those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.
- f. Does the Respondent normally employ union or non-union employees?
- g. Resumes of key employees
- h. A narrative statement of the Respondent's understanding of the City's needs and goals.
- i. List all immediate relatives of Principal(s) of Respondent who are City employees or elected official of the City. For purpose of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws by reason of relation.

5. **COST ANALYSIS** - Submitters should submit a cost analysis which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The City does not provide payment for or reimbursement for travel expenses.

6. **SUBMISSION OF QUALIFICATION STATEMENTS** – Respondents must submit an original and five (5) copies of their Qualification Statement to the City's designated contact person.

Qualification Statements must be received by the City no later than 11:00 a.m. (prevailing time) on January 23, 2013 and must be mailed or hand-delivered. Qualification Statements

forwarded by facsimile or e-mail **will not** be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instruction set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

7. **SUBMISSION LIMITATIONS** - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFQ. The City reserves the right at the City's sole discretion to refuse any proposal submitted.

8. **EVALUATION** –The City's objective in soliciting Qualification Statements is to enable it to select a firm or organization that will provide high quality and cost effective services to the Citizens of Plainfield. The City will consider Qualification Statements only from firms or organizations that, in the City's judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFQ.

Proposals will be evaluated by the City on the basis of the most advantageous, all relevant factors considered. The evaluation will consider:

- Experience and reputation in the field;
- Knowledge of the City and the subject matter addressed under the contract;
- Availability to accommodate the required meetings of the City; and
- Other factors demonstrated to be in the best interest of the City.

9. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the submitter in connection with this RFQ shall remain the property of the City.

When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the submitter, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the submitter, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

10. **GENERAL TERMS AND CONDITIONS** – Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- a. This document is an RFQ and does not constitute and RFP.

- b. This RFQ does not commit the City to issue an RFP.
- c. All costs incurred by the respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- d. The City reserved the right (in its sole judgment) to reject any or all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
- e. The City reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- f. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- g. All Qualification Statement shall become the property of the City and will not be returned.
- h. All Qualification Statements will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- i. The City may request Respondents to send representatives to the City for interviews.
- j. Neither the City, nor their representative staffs, consultants or advisors (including, but not limited to the Review Team) shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondent for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.
- k. In case of failure by the successful respondent, the City of Plainfield may procure the articles or services from other sources, deduct the cost of the replacement from money due to the respondent under the contract and hold the respondent responsible for any excess cost occasioned thereby.
- l. The Respondent shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability. The respondent shall also maintain Errors & Omissions insurance.
- m. Each Qualification Statement must be signed by the person authorized to do so.
- n. The contract shall be in effect through December 31, 2013 unless otherwise stated.
- o. Sealed responses may be hand delivered or mailed consistent with the provisions of the legal notice. In the case of mailed responses, the City assumes no responsibility for

responses received after the designated date and time and will return late responses unopened. Qualification Statements will not be accepted by facsimile or e-mail.

- p. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful submitters must agree to submit individual employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor Plainfield 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 Plainfield or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.
- q. By submission of qualifications, the Respondent certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful respondent shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- r. No respondent shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- s. No respondent shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondent or any other person.

- t. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's Law Department decision shall be final and conclusive.
- u. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of respondent's Qualification Statement.

9. RIGHT OF CITY -

The City reserves hold and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- a. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- b. To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
- c. To waive any technical non-conformance with the terms of this RFQ.
- d. To change or alter the schedule of any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
- e. To conduct investigations of any or all of the respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
- f. To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion). If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- g. During the period provided for the preparation of response to the RFQ, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the proposal submission date.
- h. Each proposal and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the City, its staff or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

- i. The City shall be under not obligation to complete all or any portion of the procurement process described in this RFQ.
- j. Not select any of the responses;
- k. Select only portions of a particular submitter's qualifications for further consideration; (However, submitters may specify portions of the qualification submission they consider "bundled".)
- l. Award a contract for the requested services at any time within 90 days of the selection of the most advantageous Statement of Qualifications; every submission should be valid through this time period.
- m. The City shall not be obligated to explain the results of the evaluation process to any respondent.
- n. The City may require respondents to demonstrate any services described in their Qualification Statement prior to award.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD
(To be completed by City evaluation committee)

EVALUATION FACTORS

- A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned (20 Points)**

- B. Knowledge of the City of Plainfield and the subject matter to be addressed under this engagement (20 points)**

- C. Relevance and Extent of Similar Engagements performed (20 points)**

- D. Technical Qualifications contains all required information (20 points)**

- E. Reasonableness of Cost Analysis (20 Points)**

REQUEST FOR QUALIFICATIONS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR
QUALIFICATION PACKAGE:

Please initial below, indicating that your proposal includes the itemized document.

INITIAL BELOW

- A. An original and one (1) CD along with signed copy of your complete qualifications. _____

- B. Non-Collusion Affidavit properly notarized _____

- C. Authorized signatures on all forms. _____

- D. Business Registration Certificate(s) _____

- E. Affirmative Action Statement _____

- F. Owner's Disclosure Political Contribution _____

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF SUBMITTER:

Person, Firm or Corporation

BY:

(NAME)

(TITLE)

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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, 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 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 for the 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 Plainfield 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 Plainfield 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable City employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable City employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation 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 and applicable Federal court decisions.

In conforming with the applicable employment goals, 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, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
City of Plainfield

ss:

I AM _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID SUBMISISON WITH FULL AUTHORITY SO TO DO;
2. THAT THIS SUBMITTER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF PLAINFIELD 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 ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE SUBMITTER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY
OF _____ 20 .

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

Notary Public of _____

My Commission Expires: _____, 20____.

APPENDIX A

LETTER OF QUALIFICATION

*(Note: To be typed on Respondent's Letterhead.
No modifications may be made to this letter)*

[insert date]

City of Plainfield
Attention: CindyLea K. Weber, RPPO, QPA
515 Watchung Avenue
Plainfield, New Jersey 07061

Dear Mrs. Weber

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Plainfield ("City"), returnable January 23, 2013 in connection with the City's need for Bond Underwriting Services.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the space provided below. If a joint venture, the appropriate officers of each company shall sign).

(Signature of Chief Executive Officer)

Signature of Chief Financial Officer)

(Typed Name and Title)

(Typed Name and Title)

(Type Name of Firm)*

(Type Name of Firm)*

Dated: _____

Dated: _____

*If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Qualification.

APPENDIX B

LETTER OF INTENT

*(Note: To be typed on Respondent's Letterhead.
No modifications may be made to this letter)*

[insert date]

City of Plainfield
Attention: CindyLea K. Weber, RPPO, QPA
515 Watchung Avenue
Plainfield, New Jersey 07061

Dear Mrs. Weber

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Plainfield ("City"), returnable January 23, 2013 in connection with the City's need for Bond Underwriter Services.

(Name of Respondent) hereby states:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of Bond Underwriting Services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the space provided below.
If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)*

Dated: _____

*If a joint venture, partnership or other formal organization is submitting a Qualification Statement, each participant shall execute this Letter of Intent.

POLITICAL CONTRIBUTION DISCLOSURE SECTION

(The following section must be completed)



I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution of money, or pledge of contribution, including in kind to:

1. A campaign committee of a City candidate or holder of public office in excess of \$300, each;
2. Any Municipal party committee in excess of \$300 or County party committee in excess of \$500;
3. Any political action committee (PAC) that regularly engages in the support of municipal or county elections and/or municipal or county parties, in excess of \$500;
4. Any group of individuals (principals, partners, and officers) that are defined as the professional business entity, including an individual's spouse and any child living at home, may not in the aggregate contribute in excess of \$2,500 to all Plainfield municipal candidates and office holders, and all Municipal or County political parties and PAC's, as described above;

Pursuant to the Municipal Code of the City of Plainfield, Chapter 2, Article 10, Section 19(a), in the one (1) year period preceding the award of the contract that would, affect its eligibility to perform this contract, nor will it make a contribution of money, or pledge of contribution, including in kind, during the term of the contract to any campaign committee of a City of Plainfield candidate or holder of public office, political party committee in the City of Plainfield and/or County of Union, and any political action committee (PAC) that regularly engages in the support of municipal and/or county elections and/or municipal or county parties.

OR

I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has made reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed below:

| Contributor Name | Recipient Name | Date | Dollar Amount |
|-------------------------|-----------------------|-------------|----------------------|
| | | | \$ |
| | | | |
| | | | |
| | | | |
| | | | |
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OWNER DISCLOSURE
This Statement *MUST BE INCLUDED* with RFQ Submissions

OWNER DISCLOSURE SECTION

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.

OR

I certify that there are no stockholders

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Other (describe) _____

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__ .

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)