# CITY OF LINDEN

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## REQUEST FOR QUALIFICATIONS FOR

## LITIGATION/DEFENSE COUNSEL SERVICES

**City of Linden**

**Contract Term**

**January 1, 2016 through December 31, 2016**

**SUBMISSION DEADLINE**

**1:00 pm**
**NOVEMBER 5, 2015**
**PLANNING BOARD ROOM #215**

**ADDRESS ALL QUALIFICATIONS TO:**

**PURCHASING DEPARTMENT**
**CITY HALL, 301 NORTH WOOD AVENUE**
**LINDEN, NEW JERSEY 07036**

**ATTN: ANN MARIE WHELAN, PURCHASING AGENT**

## GENERAL INFORMATION & SUMMARY

### ORGANIZATION REQUESTING PROPOSAL

CITY OF LINDEN
301 NORTH WOOD AVENUE
LINDEN, NJ 07036

### CONTACT PERSON

ANN MARIE WHELAN
PURCHASING AGENT
PURCHASING DEPARTMENT - 3RD FLOOR
(908) 474-8444

### PURPOSE OF REQUEST

The City of Linden is requesting proposals from qualified individuals and firms ("contractor(s)" or "proposer(s)") to provide Litigation/Defense Counsel Services of a specialized nature to the City. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

### PERIOD OF CONTRACT

January 1, 2016 through December 31, 2016

### CONTRACT FORM

The successful proposer 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.

## DETAILED REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS FOR LITIGATION/DEFENSE COUNSEL SERVICES

**A.1. City of Linden FACTS AND FIGURES** – The City of Linden is a municipal governmental entity. The City was incorporated in 1925 and operates under N.J.S.A 40:61A-1 et seq. The legislative authority and responsibilities of the City of Linden is vested in the elected eleven-member 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 Linden will provide government services. The Mayor is the City's chief executive officer and carries out the policies adopted by the Council.

The City's population is in excess of 40,449 and it consists of approximately 11 square miles of area. The City employs approximately 550 full time employees in nine (9) departments. It owns City Hall, administrative buildings, and parks and recreation facilities. The City's operating budget is over $96,000,000. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

2. NATURE/ SCOPE OF SERVICES – The City of Linden is requesting proposals for Litigation/Defense Counsel Services.

The City of Linden is frequently called upon to provide outside counsel for the defense and representation of City officials/officers/directors and employees. The subject matter of such litigation includes, but is not limited to, Tort Claims under N.J.S.A. 59:1-1 et seq., CEPA claims, LAD claims, 1983 actions, municipal court defense, personnel matters and/or challenges to governmental actions. Counsel will have a close working relationship with the Law Department.

The City of Linden is requesting proposals for Litigation/Defense Counsel. Counsel will, on an "as needed" basis, be assigned and required to provide representation in all aspects of litigation, including but not limited to, preparation of pleadings, motions, and discovery documents; participation in all discovery including attendance at all depositions; participation in and attendance at settlement conferences, pre-trial motions and trials.

Counsel may be called upon to attend meetings.

Counsel may also be called upon to provide other types of legal services of a specialized nature.

**3. STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL -** Proposers should submit a technical proposal which contains the following:

A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;

B. Proposer must have a minimum of ten (10) years of experience in litigation/defense work and a minimum of five (5) years servicing the City of Linden or other governmental entities.

C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;

D. A listing of all other engagements where services of the types being proposed were provided in the past. This should include other City governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed;

E. A description of all other areas of litigation/defense work of the proposer, with emphasis on a description of those services of interest to a City government client;

F. Please provide a description of any particular area(s) of expertise you or your firm may possess that have not been included in the response provided above.

G. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

H. An Affirmative Action Statement (copy of form attached);

I. A completed Non-Collusion Affidavit (copy of form attached);

J. A completed Owner Disclosure Statement (copy of form attached);

K. A statement that the proposer will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract;

L. A copy of the proposer's Business Registration Statement.

M. A completed Partnership Disclosure Statement.

**4. <u>SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL</u> –**

Proposer must demonstrate extensive trial experience in Federal and State Courts and administrative agencies.

**5. <u>COST PROPOSAL</u> –** Policies and General Legislation the following fee schedule was, the City of Linden shall pay hourly rate of $125 - $150 hourly for such services, depending upon the nature of the case, to be determined by the Law Department.

By submission of a proposal, proposer acknowledges and agrees to adhere to the fee schedule set forth above.

**6. <u>PROPOSAL EVALUATION</u> –** The City will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFQ. The City will make the award(s) that is in the best interest of the City.

Each proposal must satisfy the objectives and requirements detailed in this RFQ. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The City reserves the right to:

**a.** Not select any of the proposals;

**b.** Select only portions of a particular proposer's proposal for further consideration; (However, proposers may specify portions of the proposal that they consider "bundled".)

**c.** Award a contract for the requested services at any time within the calendar year after review of the Qualifications and approval of same by the City; Every proposal should be valid through this time period.

The City shall not be obligated to explain the results of the evaluation process to any proposer.

**7. <u>PROPOSAL LIMITATIONS</u> -** 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 County reserves the right at the City's sole discretion to refuse any proposal submitted.

**8. <u>USE OF INFORMATION</u> -** 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 proposer 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 proposer, 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 proposer, 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.

**9. <u>GENERAL TERMS AND CONDITIONS</u> –**

**A.** The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the City to do so.

**B.** In case of failure by the successful proposer, the City of Linden may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract and hold the proposer responsible for any excess cost occasioned thereby.

**C.** The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.

**D.** Each proposal must be signed by the person authorized to do so.

**E.** The contract shall be in effect through December 31, 2016 unless otherwise stated.

**F.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

**G.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and numbers 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 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 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.

**H.** By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer 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.

**I.** No proposer 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.

**J.** No proposer 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 proposer or any other person.

**K.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City Counsel's decision shall be final and conclusive.

**L.** The City of Linden shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.

**M.** 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 this proposal.

**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**

**B. Knowledge of the City of Linden and the subject matter to be addressed under this engagement**

**C. Relevance and Extent of Similar Engagements performed**

**D. Technical Proposal contains all required information**

# REQUEST FOR QUALIFICATIONS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

**Please initial below, indicating that your proposal includes the itemized document.**
**A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

INITIAL BELOW

A. An original and six (6) signed copies of your complete proposal. _____

B. Non-Collusion Affidavit properly notarized _____

C. Authorized signatures on all forms. _____

D. Business Registration Certificate(s) _____

E. Affirmative Action Statement _____

Note: N.J.S.A 52:32-44 provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

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

NAME OF PROPOSER:

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 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 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.

**Exhibit A (Continued)**

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:

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§ 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 Linden ss:

I AM

OF THE FIRM OF
UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;

2. THAT THIS PROPOSER 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 LINDEN 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 PROPOSER. (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_____.