

# CITY OF LINDEN

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## REQUEST FOR QUALIFICATIONS FOR LEGAL COUNSEL SERVICES FOR ENVIRONMENTAL INFRASTRUCTURE PROJECTS

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 PROPOSALS 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 – 3<sup>RD</sup> FLOOR  
(908) 474-8444**

### PURPOSE OF REQUEST

The City of Linden is requesting proposals from

qualified individuals and firms to provide Legal Counsel Services to the City for certain environmental infrastructure projects. Pursuant to the provisions of N.J.S.A. 58:11B-1 et. seq., the New Jersey Environmental Infrastructure Trust (the “NJEIT”) has established a program (the “NJEIT Program”) to provide assistance to municipalities with respect to municipal environmental infrastructure projects that provide water quality improvements. The City anticipates undertaking certain environmental infrastructure projects that may be eligible for the NJEIT Program. The City is seeking proposals for Legal Counsel Services to the City in connection with the undertaking of certain environmental infrastructure projects and participation in the NJEIT Program.

Proposals 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, 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 PROPOSALS FOR BOND COUNSEL SERVICE**

1. **CITY OF LINDEN FACTS AND FIGURES** – The City of Linden is a municipal governmental entity. The City was incorporated in 1925. 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 approximately 40,499 and it consists of approximately 11 square miles of area. The City employs approximately 644 people in about 29 departments and agencies. It owns Administration buildings, parks and recreation facilities.

The City’s operating budget is approximately \$100,000,000.00. 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 anticipates undertaking certain environmental infrastructure projects that may be eligible for the NJEIT Program. The City is seeking proposals for Legal Counsel Services to the City in connection with the undertaking of these environmental infrastructure projects and participation in the NJEIT Program. Legal Counsel Services will have a close working relationship with the City’s Department of Engineering and Department of Finance.

- on an as needed basis prepares, reviews and opines on ordinances, resolutions and agreements related to the environmental infrastructure projects and the City’s participation in NJEIT Program.
- assists in all federal, state and local environmental regulation and permit matters, including representation of the City with all applicable federal, state and local agencies.
- provides advice on all legal matters for participation in NJEIT Program.
  - attends bid openings and assists in analyzing bids to determine final award.
  - provides advice on legal and financial matters to ensure City’s fiscal strengths.
  - provides Legal opinions on sale of bonds, notes or other debt obligations, as may be necessary in connection with NJEIT Program.
  - attends meetings when requested.

**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:**

- H. The name of the proposer, the principal place of business and, if different, the place where the services will be provided.
- I. Proposer must have a minimum of ten (10) years of experience as Legal Counsel and a **minimum of five (5) years servicing the City of Linden or other governmental entities.**
- J. The education, qualifications, experience, and training of all persons who would be **assigned to provide services along with their names and titles.**
- K. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal 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.
- L. 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.
- M. An Affirmative Action Statement (copy of form attached).
- N. A completed Non-Collusion Affidavit (copy of form attached).
- O. 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.
- P. A copy of the proposer's Business Registration Certificate.

**4. COST PROPOSAL - Proposers should submit a cost proposal 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.**

**5. PROPOSAL EVALUATION – 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.
- a. 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 60 days of the selection of the most advantageous proposal; 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.

6. **PROPOSAL 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.

7. **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 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 County 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.

8. **GENERAL TERMS AND CONDITIONS** –

- 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 Law Department'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**

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- 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
- E. Reasonableness of Cost Proposal



**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 forth 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:

- ⌘ 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  
COUNTY OF UNION

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 AWARDED 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\_\_\_\_.Rfqbondcounsel