REQUEST FOR QUALIFICATIONS

TOWNSHIP LABOR ATTORNEY

TOWNSHIP OF MANTUA

SUBMISSION DEADLINE
AT WHICH TIME PROPOSALS WILL BE OPENED IS

December 9, 2016
10:00 A.M.

ADDRESS ALL PROPOSALS TO:

Township of Mantua
Attn: Jennica Bileci, Township Administrator
401 Main Street
Mantua, NJ 08051

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

Township of Mantua
401 Main Street
Mantua, NJ 08051

CONTACT PERSON

Please direct all questions in writing to:

Township of Mantua
401 Main Street
Mantua, New Jersey 08051
Attention: Jennica Bileci, Business Administrator
Phone: (856) 468-1500
E-Mail: jbileci@mantuatownship.com

PURPOSE OF REQUEST

The Township of Mantua desires to appoint a labor attorney who will represent the Township in legal matters pertaining to labor and employment and shall advise and assist the Township Committee, the Township Administrator and the Departments as required in the administration of Township Government. general legal officer of the Township. Applicants should demonstrate knowledge of general New Jersey municipal law, and municipal contract law. Any experience or knowledge of matters directly affecting the Township of Mantua should be addressed.

PERIOD OF CONTRACT

One (1) year from date of award.

CONTRACT FORM

The successful proposer shall be required to execute the Township's form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

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 Township arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSAL FOR
TOWNSHIP LABOR AND EMPLOYMENT ATTORNEY SERVICES

Purpose:

The following procedures are designated to provide for a fair and open process in awarding professional services based on qualifications, merit and cost effectiveness through accessible advertising. Services include annual appointments and day-to-day programs, projects and contracts.

Scope of Services: **TOWNSHIP LABOR & EMPLOYMENT ATTORNEY**

Any persons or firms interested in providing professional services to the Township of Mantua ("Township") as defined in the New Jersey Statutes, *N.J.S.A.* 40A:11-2(6).

1. **Appointment of Labor and Employment Attorney.** The Township Labor and Employment Attorney ("Labor Attorney") shall be appointed by the Township Committee (hereinafter, the "Committee") by a majority vote of a quorum of its members and shall serve for a term of one (1) year from the first day of January of the year of their appointment and until their successor has been appointed and qualified. The Labor Attorney shall be an attorney-at-law of New Jersey. In lieu of appointing an individual attorney, the Committee may appoint a firm of attorneys, all members of which shall be attorneys-at-law of New Jersey. The Labor Attorney shall be appointed in a manner consistent with the Local Public Contracts Law and shall execute a written contract with the Township and the Township Labor Attorney shall receive such compensation as shall be agreed upon by the Committee.

2. **Duties.**

The Township Labor Attorney shall:

A. Represent the Township in legal matters pertaining to labor and employment and shall advise and assist the Township Committee, the Township Administrator and the Departments as required in the administration of Township Government.

B. Attend meetings of the Township Committee as directed by the Township Administrator or the majority of the members of the Committee, and give opinions and rulings on questions of law which may arise at the Committee meetings at the request of a majority of the members of the Township Committee or the Township Administrator.

C. Prepare or approve all legal instruments relating to the business of the Township Labor Attorney when requested to do so.

D. Represent the Township in any litigation, and conduct trials, appeals and other proceedings affecting the interest of the Township for matters pertaining to labor and employment as he may in his discretion determine to be necessary or desirable,

subject to the approval of the Committee.

E. Demonstrate a proven record of cases tried before the Public Employee Relations Commission, the New Jersey Office of Administrative Law, Arbitration cases before both Interest Arbitration and Grievance Arbitrators.

F. Must demonstrate a proven record in the Trial and the Appellate Divisions of Superior Court.

G. Must have a minimum of five (5) years experience in labor relations.

H. Must demonstrate a proven record of representation of management in collective bargaining.

3. **Additional Duties.**

The Township Labor Attorney shall also:

A. Maintain records of all action suits, proceedings and matters which relate to the Township's interest, and report thereon as the Administrator or Committee may require.

B. Have power to enter into any agreement, compromise or settlement or any litigation in which the Township in involved, subject to the prior approval or ratification of the Committee.

C. Upon the termination of their service with the Township, forthwith surrender to their successor all Township property, papers and records, together with written consent to substitution of their successor in any pending actions or proceedings.

4. **Special Counsel.** Whenever he deems that the interests of the Township so require, the Township Labor Attorney, may recommend to the Committee the appointment of special counsel with the approval of the Committee and within the limits of available appropriations, may appoint special counsel to assist them in the preparation, trial or argument of any issue or in such other capacity as they may determine. If the Township Labor Attorney should be disqualified with respect to any matter or recommend the appointment of special counsel for any reason, the Committee may appoint special counsel to represent the Township for and with respect to such matter, within the limits of available appropriations.

5. **Residence.** The Township Labor Attorney need not be a resident of Mantua Township.

Applicant's/Proposer's Responsibility in Responding to
Township's Request for Proposals for Professional Services

The applicant/proposer shall in response to the Township's Request for Proposal, at a minimum, include the following information:

1. Qualification requirements to compete for the needed service or activity as set forth in the "duties and responsibilities" of the position defined in the Township's Request for Proposal. Qualifications, at a minimum, shall include requirements defined as follows:

A. Full name and business address.

B. Listing of all post high school education of the applicant and/or members of a professional firm seeking to provide professional services as described within the body of the Request for Proposal.

C. Dates of licensure in the State of New Jersey and any other state as to the professional discipline requested to serve the needs of Mantua Township.

D. A listing of any professional affiliations or membership in any professional societies or organizations, with an indication as to any offices held.

E. The number of licensed professionals employed (if a professional firm) and/or affiliated with the professional entity seeking to provide services to the Township. A description of each individual's qualifications, including education, licensure and years of professional experience.

F. A listing of all previous Public Sector entities served by the applicant/proposer licensed professional including dates of service and position(s) held.

G. Proposed cost of the service(s) or activities, including the hourly rate of individuals who will perform the services or activities. The proposed cost should include:

a. Meetings.
b. Site visits and expenses.
c. Expenses for travel, postage and telephone excluded from the hourly rate.
d. Additional services defined beyond the scope of regular services.

H. **Insurance.** The applicant/proposer, as a member of a profession which is subject to suit for professional malpractice, shall provide documentation that insurance for professional liability/malpractice coverage with limits as to liability acceptable to the Township.

I. **Financial Disclosure.** The applicant/proposer as a "professional", if required by law, shall file a Financial Disclosure Statement pursuant to Local Government Ethics Law *N.J.S.A.* 40A:9-22(1) *et. seq*.

J. **Law Against Discrimination and Affirmative Action.** The applicant/proposer as a "professional" shall file a statement as to compliance with *N.J.S.A.* 10:5-1 *et. seq*. (Laws Against Discrimination) and P.L. 1975, c.127 (Affirmative Action).

2. The applicant/proposer shall submit three (3) copies of their proposal for review and consideration by the Township Administrator and Township Committee.

Basis for Award of Contract/Agreement for Professional Services

The Township shall award all professional service contracts or agreements based on qualification, merit and cost competitiveness. Selection criteria will include:

1. Qualifications of the individual or firms who will perform the service or activity.
2. Experience and references.

3. Ability to perform the service or activity in a timely fashion, including staffing and the staff's familiarity of the service or activity.

4. Cost Competitiveness.

5. The Township reserves the right to conduct an interview or interviews with the prospective professional to discuss the scope of the professional services as outlined in the applicant's/proposer's proposal.

6. All awards or waivers will be by resolution acted on by the Township Committee at a Township meeting.

7. For annual appointments, the Township Committee, Township Administrator and Administrative staff will conduct a performance review a minimum of once per year in late November, early December.

8. All awards are subject to availability of funds.

9. This policy will include, but not be limited to, all of the above listed requirements.

REQUEST FOR PROPOSAL 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 with Two (2) signed copies of your complete proposal.	_____
B. Non-Collusion Affidavit properly notarized	_____
C. Stockholder Disclosure Certification	_____
D. Authorized signatures on all forms.	_____
E. Disclosure of Contributions to NJ ELEC	_____
F. Business Registration Certificate(s) **Must be submitted prior to award**	_____

Note: N.J.S.A 52:32-44 provides that the Township 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 for the State of New Jersey, 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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 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, gender identity or expression, disability, nationality 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted Township employment goals established in accordance with N.J.A.C. l7:27-5.2, or Good faith efforts to meet targeted Township 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, gender identity or expression, disability, nationality 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 targeted 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, gender identity or expression, disability, nationality 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 Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance 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
TOWNSHIP OF MANTUA 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 Township of Mantua 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 of selling agencies of the proposer. (n.j.s.a.52: 34-25)

_____

(Type or print name of Affiant under signature)

Subscribed and sworn to before me this_____day of_____, 2016.

Notary public of

My Commission expires: _____20 _____

STOCKHOLDER DISCLOSURE CERTIFICATION N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

☐ 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.

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

☐ Partnership | Corporation | Sole Proprietorship

☐ Limited Partnership | Limited Liability Partnership | Limited Liability Corporation

☐ Subchapter S Corporation | Other_____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated:_____Where incorporated:_____

Business Address:

_____

Street Address City State Zip

_____

Telephone # Fax# Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

_____

Name Home Address

_____

Name Home Address

_____

Name Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature:_____Date:_____

Printed Name and Title:_____

Subscribed and sworn to before me this _____ day of _____ 20_____.
Notary Public of _____
My Commission expires: _____

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the_____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the ***owner shall*** expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

_____ _____

Signature **Date**

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION

IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27

STATE OF NEW JERSEY

COUNTY OF _____ : SS

I,_____of the_____of _____
in the County of_____and the State of_____of full age,
being duly sworn according to law on my oath depose and say that:

I am_____, a _____
(Name) (Title, Position, etc.)
in the firm of_____the bidder making the

proposal to _____
(Name of Owner)
for work under _____
(Contract No. – Description)

and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of $50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

_____
(Name of Owner)

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 project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

_____
Signature:

Subscribed and Sworn to before me this _____ day of _____ 20_____.

Notary Public of _____

My Commission Expires: _____