



COUNTY OF UNION

REQUEST FOR PROPOSALS FOR LEGAL SERVICES

OPEN SPACE RECREATION & HISTORIC PRESERVATION TRUST FUND COUNSEL SERVICES

SUBMISSION DEADLINE

10:30 A.M.

DECEMBER 2, 2008

FREEHOLDER MEETING ROOM, 6TH FLOOR
COUNTY ADMINISTRATION BUILDING

One (1) Original and Three (3) Copies

ADDRESS ALL SEALED PROPOSALS TO:

OFFICE OF THE COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING, 5TH FLOOR
10 ELIZABETHTOWN PLAZA
ELIZABETH, NEW JERSEY 07207

ATTN: MATTHEW N. DI RADO, ASSISTANT COUNTY COUNSEL
LEGAL SERVICES - OPEN SPACE TRUST FUND COUNSEL SERVICES

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

COUNTY OF UNION
10 ELIZABETHTOWN PLAZA
ELIZABETH, NJ 07207

CONTACT PERSON

MATTHEW N. DIRADO
ASSISTANT COUNTY COUNSEL
OFFICE OF THE COUNTY COUNSEL – 5th FLOOR
(908) 527-4250 ♦ (908) 289-4230 *facsimile*

SEALED PROPOSALS

Proposer must submit one (1) original and three (3) copies of original in a sealed enveloped labeled “Legal Services - Open Space & Historic Preservation Trust Fund Counsel Services” addressed in accordance with the front cover of this document.

INQUIRIES

All inquiries regarding the Request for Proposal must be submitted in writing to the contact person listed above no later then three (3) business days before the opening of proposals. Questions may be faxed to (908) 289-4230.

PURPOSE OF REQUEST

The County of Union is requesting proposals from qualified individuals and firms to provide General Legal Services and other services of a specialized nature to the County. 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, 2009 through December 31, 2009.

CONTRACT FORM

The successful proposer shall be required to execute the County’s form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft County 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 County arising out of, or by reason of, the work done and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSALS FOR OPEN SPACE RECREATION AND HISTORIC
PRESERVATION TRUST FUND COUNSEL SERVICES**

1. COUNTY OF UNION FACTS AND FIGURES – The County of Union is a legal, governmental entity. The County was incorporated in 1857 and operates under N.J.S.A 40:41A-1 et seq., “the Optional County Charter Law.” – County Manager Plan. The legislative authority and responsibilities of the County of Union is vested in the elected nine-member Board of Chosen Freeholders. The Board sets policy, adopts the operating and capital budgets for the County, enacts ordinances and sets the direction of how the County of Union will provide government services. The County Manager is the County’s chief executive officer and carries out the policies adopted by the Freeholder Board.

The County’s population is approximately 522,544 and it consists of approximately 103.4 square miles of area. The County employs approximately 2,800 people in about 12 departments and agencies. It owns administration buildings, courthouse buildings, a hospital, parks and recreation facilities, and correctional services facilities consisting of detention facilities for men, women and juveniles.

The County’s operating budget is approximately \$437 million. 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 County of Union is requesting proposals for General Legal Services. Counsel will have a close working relationship with the Office of Union County Open Space Recreation and Historic Preservation Trust Fund.

On November 7, 2000, the voters of the County approved a referendum authorizing the creation of an Open Space Recreation and Historic Preservation Trust Fund (the “Fund”). The Fund is used for acquisition of lands for recreation and conservation purposes, development of lands acquired for recreation and conservation purposes, maintenance of lands acquired for recreation and conservation purposes, preservation of historic properties, acquisition of such properties for historic preservation purposes, or payment of debt service of indebtedness issued by the County for such purposes (other than maintenance purposes).

Counsel will be required to provide services which include, but are not limited to:

- o Negotiating terms and conditions of acquisitions of properties;
- o Drafting Agreements of Purchase and Sale, Lease Agreements, Life Estate Agreements, Interlocal Agreements, Access Agreements, Assignment and Assumption Agreements, grants, contracts and any other necessary documents;
- o Coordinate due diligence among various service providers – title work, survey work, environmental work;

- o Recommend courses of action based upon results of due diligence;
- o Appear before various governing bodies, land use boards and regulatory agencies;
- o Draft instruments of conveyance – deeds, affidavits, certifications;
- o Research issues that arise during course of acquisition, sale and other grants and contract matters; and
- o Work with the representatives of the Green Acres Program to ensure any action taken with respect to Trust Funds are in compliance with statute and regulations.

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 Real Estate Law and a minimum of five (5) years servicing the County of Union 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 five (5) years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed;

A description of all other areas of General Legal services of the proposer, with emphasis on a description of those services of interest to a County government client;
- E. 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.
- F. 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;
- G. An Affirmative Action Statement (copy of form attached);
(The County will accept one for the following: *Letter of Federal Affirmative Action Plan Approval*; *Certificate of Employee Information Report* or *Employee Information Report Form AA302*. See page 12 for more information);
- H. A completed Non-Collusion Affidavit (copy of form attached);
- I. A completed Owner Disclosure Statement (copy of form attached);

- J. A statement that the proposer will comply with the General Terms and Conditions required by the County and enter into the County's standard Professional Services Contract;
- K. A copy of the proposer's Business Registration Statement.
- L. A completed Partnership Disclosure Statement.

4. COST PROPOSAL – Pursuant to Chapter 68, Article 1, Section 68.1 of the Union County Administrative Code and Policies and General Legislation the following fee schedule was adopted:

Hourly Rate for Partners: \$125.00
Hourly Rate for Associates: \$100.00

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

5. PROPOSAL EVALUATION – The County will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFP. The County will make the award(s) that is in the best interest of the County.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The County 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 60 days of the selection of the most advantageous proposal; every proposal should be valid through this time period.

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

6. PROPOSAL LIMITATIONS - This RFP 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 County by issuance of this RFP. The County reserves the right at the County'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 County to the proposer in connection with this RFP shall remain the property of the County. When in tangible form, all copies of such information shall be returned to the County 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 RFP, 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. A.** The County 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 County to do so.
- B.** The County of Union may make such investigation, as it deems necessary to determine the ability of the vendor to perform the work. The County of Union reserves the right to reject any RFP if investigation of such vendor fails to satisfy the County of Union that such vendor is properly qualified to carry out the obligations of the contract, and to complete the work contemplated therein.
- C.** In case of failure by the successful proposer, the County of Union 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.
- D.** The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
- E.** Each proposal must be signed by the person authorized to do so.
- F.** The contract shall be in effect through December 31, 2009 unless otherwise stated.
- G.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the County 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.
- H.** 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 reports (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.

- I.** 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 County harmless in any case of any such infringement.
- J.** No proposer shall influence, or attempt to influence, or cause to be influenced, any county 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.
- K.** No proposer shall cause or influence, or attempt to cause or influence, any county officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- L.** Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the County Counsel's decision shall be final and conclusive.
- M.** The County of Union shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- N.** The checklist, affidavits, notices and the like presented at the end of this Request for Proposals are a part of this Request for Proposals and shall be completed and submitted as part of this proposal.
- O.** The County of Union reserves the right to obtain information from the vendor or their references regarding the ability of the vendor to perform. Such information may be taken into consideration in evaluating the vendor's response.

- P.** The vendor may not assign, transfer, convey or otherwise dispose of this contract to any third party or entity and this contract may not be involuntary assigned or assigned by operation of law without prior written consent of the County of Union, which consent shall not be unreasonably withheld. Any attempted assignment that is in contradiction of this contract shall be null and void as to the assignor and the assignee.
- Q.** The County of Union reserves the right to assign or transfer the contract to any person, office or any entity, as it deems appropriate .

END OF GENERAL INSTRUCTIONS

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

EVALUATION FACTORS

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

- B. Knowledge of the County of Union 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 PROPOSALS 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 three (3) signed copies of your complete proposal. _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Public Disclosure Statement, properly notarized, listing the names
of all persons owning ten (10) percent or more of the proposing entity. _____
- D. Authorized signatures on all forms. _____
- E. Business Registration Certificate(s) _____
- F. Partnership Disclosure Statement _____
- G. Affirmative Action Statement _____
The County will accept one for the following: *Letter of Federal Affirmative Action Plan Approval;*
Certificate of Employee Information Report or Employee Information Report Form AA302.

Note: N.J.S.A 52:32-44 provides that the County 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 county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county 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, *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 county of union 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_____.

PUBLIC DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

NAME OF BUSINESS ENTITY

SIGNATURE

TITLE

Notary Public of

My Commission Expires: _____, 20____.

PARTNERSHIP DISCLOSURE STATEMENT

(To be submitted with proposal)

- (a) Is or was anyone in your firm or company a member of the County freeholder board within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes_____

No_____

Name

Position

Relationship

- (b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes_____

No_____

Name

Date

- (c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes_____

No_____

Name

Position

Term

Reason for censure:

- (d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes_____

No_____

Reason for Action:

- (e) Has any member of your firm ever been barred from doing business with any state, county or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes_____

No_____

Name

State, County or Municipality
Government

Date

- (f) Has your firm sued the County of Union in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes_____

No_____

Name

Date