

County of Somerset New Jersey

PO Box 3000 – 20 Grove Street
COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876-1262

PURCHASING DIVISION
MARY LOUISE STANTON
Purchasing Agent, QPA



PHONE: (908) 231-7179
Fax: (908) 575-3917

NOTICE OF RFP Exempt Services

The County of Somerset is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent on **Tuesday, December 9, 2008 at 2:30 P.M.** in the Purchasing Division, County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place responses will be opened for:

Professional Services – Contract #: XS-2009-02 – 3.1 – 3.9

- 3.1 Office of County Counsel
- 3.2 Labor Counsel
- 3.3 Planning Board Counsel
- 3.4 Special Litigation Counsel
- 3.5 Professional Legal Services for Civil Commitments for County's Adjuster's Office
- 3.6 Professional Legal Services for Civil Commitments or Representation of the County of Somerset and County Adjuster's Office
- 3.7 Professional Litigation Services
- 3.8 Professional Legal Services as Defense Counsel for County's Worker's Compensation
- 3.9 Professional Services for Title Insurance Agencies

Specifications and instructions may be obtained at the Purchasing Office or on the County Website, www.co.somerset.nj.us. *

* All RFP Addenda will be issued on the website. Therefore, all interested respondents should check the website from now through RFP opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Notice: Results of all RFP's are posted on the County website.

Respondents shall comply with the requirements of P.L. 1975 C127 (N.J.A.C. 17:27et seq.) A copy of your NJBRC is required with your proposal.

Mary Louise Stanton, QPA
Date Posted to Web: November 12, 2008

1. Introduction

These contracts are to furnish and deliver professional legal services for the County of Somerset through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Somerset, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1 Schedule

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

1	Release of RFP	November 12, 2008
2	Proposal Due Date	December 9, 2008 @ 2:30 P.M.
3	Evaluation Completed	December 17, 2008
4	Governing Body Action	January 2009
5	Contract Execution and Project Initiation	January 2009

2.2 Proposal Submission Information

Submission Date and Time:

December 9, 2008 at 2:30 P.M.

One (1) Original & Three (3) copies

Submission Office:

Office of the Purchasing Agent

3rd Floor

County Administration Building

Clearly mark the submittal package with the title of this RFP and the name of the responding firm, addressed to the Purchasing Agent. The original proposal shall be marked to distinguish it from the three (3) copies.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 Using Department Information

The Using Departments for these services are the Board of Chosen Freeholders, County Administrator, County Counsel, Planning Board, Adjuster, Human Resources, Finance & Administration and all other departments, agencies, divisions, boards and bodies with the County of Somerset.

2.4 County Representative for this Solicitation

Please direct all questions in writing to:

Mary Louise Stanton, QPA
Voice: (908) 231-7179
Fax: (908) 575-3917
Email: stanton@co.somerset.nj.us

2.5 Interpretations and Addenda

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda posted to website and mailed or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

2.6 Quantities of Estimate

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

2.7 Cost Liability and Additional Costs

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

2.8 Statutory and Other Requirements

2.8.1 Compliance with Laws

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2.8.2 Equal Employment Opportunity Compliance

No firm may be issued a contract unless it complies with the Equal Employment Opportunity requirements of P. L. 1975, C. 127 as identified in the documents attached hereto. The form shall be properly executed.

2.8.3 Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read American with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

2.8.4 Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted to the County a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

2.8.5 Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.8.6 N.J. Business Registration Certificate

Certificate required pursuant to C57, PL2004; failure to provide requires rejection.
<http://www.state.nj.us/treasury/revenue/busreqcert.htm>

2.8.7 “Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

- (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
- (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
- (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us.
- (4) If you have any questions please contact ELEC at:
1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

2.8.8 Insurance and Indemnification

If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

Worker’s Compensation and Employer’s Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer’s Liability \$1,000,000.00.

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

B. Certificates of the Required Insurance ☒ Yes ☐ No

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

Successful respondent shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

2.9 Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

If submitting a proposal on more than one area of service, i.e. 3.1 and 3.2 and for which the same rate schedule would apply, the respondent may submit one original proposal containing all the areas of work to which the schedule applies. However, three copies must be submitted separately for each area of service.

2.10 Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

2.11 Commencement of Work

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

2.12 Termination of Contract

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

2.13 Non-Allocation of Funding Termination

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

2.14 Challenge of Specifications

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

2.15 Payment

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

Payment will be made on presentation of owner's voucher duly signed and executed.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

2.16 Non-payment of Penalties and Interest on Overdue Bills

State Law requires that public funds be used to pay only for goods delivered or services rendered. Somerset County will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

2.17 Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

2.18 W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

3. Scope of Work

3.1 OFFICE OF COUNTY COUNSEL

Professional legal services for Office of County Counsel to provide legal services to the Board of Chosen Freeholders, County Administrator and other departments, agencies, divisions, boards and bodies within the County of Somerset.

The following is the minimum threshold requirements that will be utilized for solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in appearing before the Office of Administrative Law and the State Superior Court.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.

3.2 LABOR COUNSEL

For the purpose of undertaking negotiations of uniformed and non-uniformed collective bargaining units within the County of Somerset and to provide advice concerning various labor matters and issues to the County of Somerset, its County Counsel, its County Administrator and the Board of Chosen Freeholders.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a concentrated law practice in the field of State and Federal Labor Law for a minimum of ten (10) years.
3. Can demonstrate experience and representation of Governmental entities in all labor-related matters, including negotiations for at least five (5) years.
4. Has a minimum of five (5) years experience in appearing before the Public Employments Relation Commission and the Office of Administrative Law and Superior Court in labor matters

3.3 PLANNING BOARD COUNSEL

For professional legal services as counsel to the Somerset County Planning Board and to provide legal services to the Planning Board and the Planning Office.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of ten (10) years.
3. Has experience in the representation of County and/or Municipal Planning Boards for a minimum of five (5) years.
4. Has demonstrable experience in the representation of public bodies, including but not limited to, Counties, Municipalities, State of New Jersey or Boards or instrumentalities of the County and the State.

3.4 SPECIAL LITIGATION COUNSEL

Special Litigation Counsel shall undertake defense of the County and its employees in litigation matters that are assigned by the County Administrator and County Counsel.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Has a minimum of five (5) years experience in defending Governmental Bodies in civil litigation matters.
3. Has a minimum of five (5) years experience appearing in the United States District Court and Superior Court as defense counsel.

3.5 PROFESSIONAL LEGAL SERVICES FOR CIVIL COMMITMENTS FOR COUNTY ADJUSTER

Attorneys are to provide legal services to individuals who, pursuant to a screening service or a civil commitment order, have been confined to a psychiatric facility wherein settlement of the admitting County is the County of Somerset or where the County of Somerset has entered into an agreement with another County to provide such service.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of five (5) years.
2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of five (5) years.
3. Representation of individuals in various types of civil matters, including a minimum of one (1) year experience in the area of civil commitments.
4. Is readily available and able to travel throughout the State of New Jersey for commitment hearings.
5. Will act under the supervision of the Somerset County Counsel and the Somerset County Adjuster.

Do not provide hourly rates for these services; "Rate" to be determined by the County; pending availability of funding in 2009 Budget

3.6 PROFESSIONAL LEGAL SERVICES FOR CIVIL COMMITMENTS OR REPRESENTATION OF THE COUNTY OF SOMERSET AND COUNTY ADJUSTER'S OFFICE

This is to provide legal services to the County of Somerset in matters involving civil commitments where a screening service referral or civil commitment order has confined a resident of Somerset County to a psychiatric facility wherein the settlement of the admitting County is the County of Somerset.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of five (5) years.

2. Has a multi-disciplinary law practice in the area of civil matters for a minimum of five (5) years.
3. Representation of individuals in various types of civil matters, including a minimum of two (2) years experience in the area of civil commitments.
4. Is readily available and able to travel throughout the State of New Jersey for commitment hearings.
5. Will act under the supervision of the Somerset County Counsel and the Somerset County Adjuster.

Do not provide hourly rates for these services; "Rate" to be determined by the County; pending availability of funding in 2009 Budget.

3.7 PROFESSIONAL LITIGATION SERVICES

Professional litigation services to serve as part-time assistant County Counsel to undertake a variety of legal matters as assigned by County Counsel, including but not limited to condemnation, involuntary civil commitments, matters relating to Farmland Preservation and civil litigation matters.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of five (5) years.
2. Maintains a general practice of law.
3. Has demonstrable experience in the representation of Counties and/or Municipalities

3.8 PROFESSIONAL LEGAL SERVICES AS DEFENSE COUNSEL FOR COUNTY'S WORKERS COMPENSATION

To provide professional legal services for the County Worker's Compensation Program.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Admission to the New Jersey Bar for a minimum of ten (10) years.
2. Maintains a general practice of law.
3. Has demonstrable experience in representing public bodies in worker's compensation matters.

3.9 PROFESSIONAL SERVICES FOR TITLE INSURANCE AGENCIES

This is to provide required title searches, title binders/commitments and title insurance policies required by Somerset County in connection with its various property interests that the County will be acquiring. These property interests will include fee takings and easements for road widening improvement projects, agricultural development easements and open space purchases.

The following minimum threshold requirements that will be utilized in the solicitation of persons and/or firms to be considered for the above:

1. Licensed Title Insurance Agency in the State of New Jersey.

2. Evidence of insurance agent/broker errors and omissions insurance with a minimum limit of \$1 Million per occurrence.
3. Compliance with the requirements of the Equal Opportunity Act.
4. Agree to provide the County with original written quotation from each carrier quoting property coverage and a request for proposal.
5. Can demonstrate at least ten (10) years of experience in representation of New Jersey Governmental entities in all public finance related matters, including but not limited to competitive bond and Notes sales, negotiations for noncompetitive bond and Notes sales, and performing and procuring related financial services and activities.

Fee proposal

Respondents are asked to provide fees or a compensation schedule that describes the basis for billing services for each discrete service item to be offered by successful respondents as well as hourly or per diem fees for other services or types of activities.

4. Proposal Requirements

4.1 Qualification Statement

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

1. Name of government agency or comparable private entity.
2. Contact person's name, position, and current telephone number.
3. Dates, cost and scope of service.
4. Status and comments

4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

4.3 Proposal Forms

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted.

1. Proposal Checklist
2. Proposal Cost Form/Signature Page
3. Non-Collusion Affidavit
4. Stockholder Disclosure
5. Affirmative Action Statement
6. Acknowledgement of Receipt of Addenda

4.4 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

5. Evaluation, Review and Selection Process

5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the Contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

5.4 Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful respondent.

5.4.1 Understanding of the Requested Work

The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.

5.4.2 Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

5.4.2.a. Management, Experience and Personnel Qualifications

Expertise of the firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5.4.3 Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

5.4.4 Cost

Price shall be based on hourly rates and schedules of fees submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the owner before such work is initiated. The owner shall pay for such approved services, at the rate or cost agreed upon between the owner and contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

5.4.5 Payment

Payment will be made on presentation of itemized invoices and the owner's voucher duly signed and executed.

5.4.6 Term of Contract:

January 1, 2009 – December 31, 2009.

5.5 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent may then send a Purchase Order/Voucher to the contractor.

These contracts for award of "open and fair" procurements for professional services will be prepared by County Counsel.

Proposal Checklist

The following checklist is provided as assistance to the development of the RFP Response.

It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Administrative Conditions and Requirements	_____
Scope of Work	_____
Qualification Statement	_____
Proof of Licensure	_____
References	_____
Evaluation Criteria	_____
Proposal Cost Form/Signature Page	_____
Acknowledgement of Receipt of Addenda	_____
Stockholder Disclosure	_____
Non-Collusion Affidavit	_____
Affirmative Action Statement	_____
Equal Employment Opportunity Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	_____
Business Registration Certificate to be supplied with RFP	_____

COUNTY OF SOMERSET
PROPOSAL COST FORM/SIGNATURE PAGE

TO THE COUNTY OF SOMERSET
BOARD OF CHOSEN FREEHOLDERS:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

Professional Services	Please Check
3.1 Office of County Counsel	☐
3.2 Labor Counsel	☐
3.3 Planning Board Counsel	☐
3.4 Special Litigation Counsel	☐
3.5 Professional Legal Services for Civil Commitments for County's Adjuster's Office	☐
3.6 Professional Legal Services for Civil Commitments or Representation of the County of Somerset and County Adjuster's Office	☐
3.7 Professional Litigation Services	☐
3.8 Professional Legal Services as Defense Counsel for County's Worker's Compensation	☐
3.9 Professional Services for Title Insurance Agencies	☐

The undersigned is a (Corporation)
(Partnership) under the laws of the State of _____ having its
(Individual)
principal office at _____.

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Telephone Number

Date

Fax Number

Email Address

COUNTY OF SOMERSET
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.

Legal Name of Business _____

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

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature: _____ Date: _____

Printed Name and Title: _____

COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT

State of _____
County of _____

ss:

I, _____ of the City of _____

in the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset 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 a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____ day

of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

**REQUIRED EVIDENCE
EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS
P.L. 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Equal Employment Opportunity Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Equal Employment Opportunity Employee Information Report (Form A.A. 302)
OR
4. All successful contractors must submit at signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF P.L. 1975, c. 127

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Equal Employment Opportunity Program?

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION PURSUANT TO THE LAW.

Company _____

Signature _____

Print Name _____

Title _____

Date _____

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127, WITHIN THE TIME FRAME.

“ADVISORY”
PENDING PUBLICATION FROM THE DIVISION OF CONTRACT COMPLIANCE AND
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTING
FORMERLY REFERRED TO AS “AFFIRMATIVE ACTION”
AMENDMENTS - REPEALS - NEW RULES

N.J.S.A. 10:5-31 et seq. & N.J.A.C. 17:27 et. seq.

- Name Change to “Division of Contract Compliance and Equal Employment Opportunity in Public Contracting”
- Further clarify and define standards necessary to implement the law
- Changes that strengthen Department’s enforcement powers
- Shift in focus from Affirmative Action to EEO in public contracting (requires insertion of “EEO” whenever “AA” appears in mandated language) advertisements, specifications and contracts
- Defines affirmative action good faith steps to ensure EEO, not quotas
- A plan that complies with N.J.A.C. 17:27, affirmative action plan
Program Monitoring Unit means Construction, Procurement or Public Agency units
“demolition” included in “construction contract” and “construction project”
Both goods & services and public works contract language amended to include “gender identity or expression, disability and nationality to protected classes
“goods & services contractor” deleted (G&S used in LPC)
“vendor” clarified to include goods & services contractor & professional services
- New 17:27-3.2 – sets forth requirements for public agencies to comply, cooperate with Division mandatory language, provide vendors and construction contractors with copies of law and rules as requested etc., etc., etc., etc.
- Contractors and sub-contractors must provide the Division with evidence of good faith efforts on request
- \$150 fee for vendors for initial issuance & renewal of Certificate of Employee Information Report to offset Divisions operating Costs; 50+ workers every three years; less than 50 every seven years

17:27-5.5 – Additional criteria for determining good faith efforts

- 7.2 currently reserved – being amended to provide that the Division will discuss the construction contractor’s responsibilities, the targeted employment goals and good faith criteria at either
 - a. A preconstruction meeting
 - b. Initial job meeting
 - c. During the first site monitoring visit
- 7.3 new-construction contractor & sub-contractors compliance obligation
- 7.4 financing of minority & women worker outreach & training has been repealed
- Public Agency has 30 days from receipt of a letter advisement to correct the violation
- Construction contractor, vendor or public agency – fines & penalties up to \$1,000 per day (1st-\$250; 2nd \$500 and 3rd \$1,000) according to size of vendor’s/contractor’s business or population of the public agency
- Factors in assessing a fine or penalty
- Use of the term “targeted” in conjunction with employment goals

All Engineering personnel and related professionals dealing with construction contracts are advised to read the entire rule changes for Contractor and Subcontractor Compliance Obligations beginning at 17:27-7.3

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 county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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, 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.**

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the 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.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR REJECTION OF YOUR PROPOSAL

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO SUBMIT ONE OF THESE DOCUMENTS **WITH THE RFP** WILL CAUSE YOUR
RESPONSE TO BE REJECTED, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY
BE ON FILE WITH THE COUNTY OF SOMERSET.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

Acting Director
John S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>ADDENDUM NUMBER</u>	<u>DATE</u>	<u>ACKNOWLEDGE RECEIPT (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED