Town of West New York
Hudson County, NJ
Notice for R.F.Q.
(Request for Qualifications)

Request for Qualifications will be received by the **Town Clerk** of the Town of West New York, in the County of Hudson, New Jersey, at the **Town Clerk's Office** in the Municipal Building, 428-60th Street, West New York, N.J. on **Monday, August 17, 2009** at **11:00 a.m.** for the following titles, in accordance with the Request for Qualifications now on file in the office of the Town Clerk, Municipal Building, 428-60th Street, West New York, N.J., where same may be obtained during office hours from 9:00 a.m. to 4:00 p.m.:

Rent Control Board Attorney

All RFQs shall be submitted in sealed envelopes addressed to the Town Clerk of West New York, the envelope shall have marked conspicuously on its face on the top right-hand side in letters not less than one inch the word **"Request for Qualifications"** followed immediately below those words in letters not less than one half inch high: **"Request for Qualification for Rent Control Board Attorney"** and underneath that **"To be received on the 17th day of August, 2009 at 11:00 a.m." Qualification Statements will not be accepted by facsimile transmission or e-mail.**

If RFQs are to be accepted by mail or courier, the RFQs must be placed in an outer envelope, which on the top right-hand side shall clearly designate in the same manner as set forth above, the same size and information. The inner envelope shall have specifically placed in the center the same information as set forth above and on the bottom left-hand side the name and address of the Respondent.

The burden is upon the Respondent to comply specifically with the directions in this "Notice for Request for Qualifications". The Respondents are put on notice that because of precautions resulting from terrorist's threats, packages may be opened if directed to the wrong office of the Town.

Any RFQ not delivered in the manner as set forth in this "Notice for Request for Qualifications" shall be declared void.

All Requests for Qualifications must be made in writing on company letterhead and faxed to the Town Clerk's Office at 201-861-2576 or in person at the Town Clerk's Office.

Qualification Statements are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. Responders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and all other requirements set forth in the Request for Qualifications.

A Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual and concise in their presentation of information.

Respondents must submit an original and three (3) copies of their Qualification Statement to the designated contact person or designee:

Carmela Riccie, Town Clerk
West New York Municipal Building
428 – 60th Street (Room 2)
West New York, NJ 07093

The Town of West New York reserves the right to waive informalities in Requests for Qualifications and to reject any and all Requests for Qualifications, if deemed in the best interest of the Town so to do.

Dated: July 30, 2009

By Order of the Municipal Administrator of
Town of West New York

Carmela Riccie, RMC
Town Clerk

TOWN OF WEST NEW YORK

REQUEST FOR QUALIFICATIONS

LEGAL SERVICES - RENT CONTROL BOARD ATTORNEY

Qualification Period – August 19, 2009- August 18, 2010

SUBMISSION DEADLINE

11:00 A.M. August 17, 2009

ADDRESS ALL PROPOSALS TO
DESIGNATED CONTACT PERSON:

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, New Jersey 07093

All proposals must indicate on the outside envelope:
RFQ: RENT CONTROL BOARD ATTORNEY

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION

Town of West New York
Municipal Building
428 60th Street
West New York, NJ 07093

CONTACT PERSON

Ms. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, New Jersey 07093

PURPOSE OF REQUEST

The Town of West New York (Town) is requesting qualification statements from qualified attorneys to provide Legal Services as Rent Control Board Attorney. Proposals will be evaluated in accordance with the criteria set forth in this Request for Qualifications (RFQ). One or more individuals/firms may be selected to provide all or part of the requested services, or no one may be selected. If a Respondent is selected, the governing body will approve a resolution awarding a contract to the Respondent based on a rate of compensation to be set by the Governing Body not to exceed an amount specified in the resolution without further action by the Governing Body.

PERIOD OF QUALIFICATION

August 19, 2009 through August 18, 2010.

CONTRACT FORM

If selected to provide services, a qualified Respondent shall be required to execute a form contract, which may include indemnification, insurance, termination and licensing provisions. A form of contract is appended hereto. A response to this Request for Qualifications constitutes consent for the Town to award a successful Respondent a contract under the substantially similar terms to those contained therein (the terms of which may be amended in the normal course). As this is a Request for Qualifications, the Town may request that a qualified respondent accept a contract with terms substantially different than those contained in the form of contract appended hereto, in line with the terms of this Request for Qualifications.

It must also be agreed and understood that the acceptance by the respondent of the final payment shall be considered a release in full of all claims against the Town of West New York

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

CONTRACT PERIOD

A contract for LEGAL SERVICES - RENT CONTROL BOARD ATTORNEY services may be issued at any time during the Qualification Period for a period not to exceed a year (for example, a contract may be issued in February 2009, for a term February 2009 through February 2010).

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications (RFQ):

"Qualification Statement"- refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Town) have satisfied the qualification criteria set forth in this RFQ.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

"Town" – refers to the Town of West New York.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Town is soliciting Qualification Statements from interested persons and/or firms for the provision of Services as more particularly described herein. Through a RFQ process described herein, persons and/or firms interested in assisting the Town of West New York with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Town will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein (in the sole judgment of the Town).

The Town intends to qualify person(s) and/or firm(s) that:

a. possess the professional, financial and administrative capabilities to provide the proposed services; and
b. will agree to work under the compensation terms and conditions determined by the Town to provide the greatest benefit to the taxpayers of West New York.

1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq., as the services sought are "professional services" and/or "extraordinary unspecifiable services" as defined therein. The selection is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.5 et seq. The Town has structured a fair and open procurement process in accordance with N.J.S.A. 19:44A-20. et seq.* that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification Statements will be evaluated in accordance with the criteria set forth in Section 5 of this RFQ, which will be applied in the same manner to each Qualification Statement received.

Qualification Statements will be reviewed and evaluated by the Town and its legal and/or financial advisors (collectively, the "Review Team"). The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Under no circumstances will a member of the Review Team review responses to a RFQ for which they or their firm has submitted a response. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Town will determine which Respondents are qualified (professionally, administratively and financially) to provide the services. Each Respondent that meets (in the sole judgment of the Town) the requirements of this RFQ will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the Town.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Town reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

All communications concerning this RFQ or the RFQ process shall be directed to the Town's Designated Contact Person, in writing.

Qualification Statements must be submitted to, and be received by the Town Clerk, via mail or hand delivery, by **11:00 a.m. prevailing time on August 17, 2009**. Qualification Statements shall be opened in public in the Town Clerk's Office located at 428 60th Street, Town of West New York, New Jersey.

All RFQs shall be submitted in sealed envelopes addressed to the Town Clerk of West New York, the envelope shall have marked conspicuously on its face on the top right-hand side in

letters not less than one inch the word **"Request for Qualifications"** followed immediately below those words in letters not less than one half inch high: **"Request for Qualification for (insert whichever title you are submitting a response)"** and underneath that **"To be received on the August 17, 2009 at 11:00 a.m." Qualification Statements will not be accepted by facsimile transmission or e-mail.**

If RFQs responses are to be transmitted by mail or courier, the RFQ responses must be placed in an outer envelope, which on the top right-hand side shall clearly designate in the same manner as set forth above, the same size and information. The inner envelope shall have specifically placed in the center the same information as set forth above and on the bottom left-hand side the name and address of the Respondent.

The burden is upon the Respondent to comply specifically with the directions in this RFQ. The Respondents are put on notice that because of precautions resulting from terrorist's threats, packages may be opened if directed to the wrong office of the Town.

Any RFQ response not delivered in the manner shall be declared void unless the deviation is deemed to be a minor technical violation.

Subsequent to issuance of this RFQ, the Town (through the issuance of addenda to all persons and/or firms that have requested and received a copy of the RFQ) may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

* Qualified Respondents are advised that a for-profit business entity that has received $50,000 or more through government contracts in a calendar year, must file an annual disclosure statement on political contributions with the New Jersey Election Law Commission pursuant to P.L. 2005 c. 271 by March 30. It is the Qualified Respondent's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY	DATE
1. Issuance of Request for Qualifications	August 4, 2009
2. Receipt of Qualification Statements	August 17, 2009
3. Completion of Evaluation of Qualification Statements	August 19, 2009
4. Designation of Qualified Respondents	August 19, 2009

1.3 Conditions Applicable to RFQ.

Upon submission of a Qualification Statement in response to this RFQ, the Respondent

acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

1. This document is an RFQ and does not constitute a Request for Proposals (RFP).
2. This RFQ does not commit the Town to issue an RFP nor to follow any other procurement or process for obtaining services.
3. All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
4. The Town reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
5. The Town reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
6. The Town reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
7. All Qualification Statements shall become the property of the Town and will not be returned.
8. All Qualification Statements will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
9. The Town may request Respondents to send representatives to the Town for interviews.
10. Any and all Qualification Statements not received by the Town by 11:00 a.m. prevailing time on August 17, 2009 will be rejected.
11. Neither the Town nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

1.4. <u>Rights of Town.</u>

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
2. To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
3. To waive any technical non-conformance with the terms of this RFQ.
4. To change or alter the schedule for any events called for in this RFQ (upon the issuance of notice to all prospective Respondents who are known to have received a copy of this RFQ, if

prior to the date set for receipt of Qualification Statements).

5. To conduct investigations of any or all of the Respondents, as the Town deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
6. To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion.) If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
7. A response to this RFQ is not considered to be a binding "bid". This RFQ does not guarantee that a contract for Legal Services - Rent Control Board Attorney will be issued, or any set amount of compensation or limit on compensation if such a contract is issued. The Town of West New York disclaims any obligation to issue a contract pursuant to any compensation request contained in any Qualification Statement, even if a contract is issued in response to such Qualification Statement.
8. The Town shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

1.5 Addenda or Amendments to RFQ.

During the period provided for the preparation of responses to the RFQ, the Town may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Town and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

1.6 Cost of Qualification Statement Preparation.

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Town, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

1.7 Qualification Statement Format.

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which in the judgment of the Town and/or Commission fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES

It is the intent of the Town to solicit Qualification Statements from Respondents that have expertise in the provision of services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

The Town of West New York is seeking the services of an attorney or attorneys to provide legal services in the form of **Attorney for the Rent Control Board.** It is the intent of the Town to solicit sealed Qualification Statements from Respondents that have expertise in the provision of professional services – **RENT CONTROL BOARD ATTORNEY** to perform said services for the Town, as provided by law, including but not limited to:

- **Be available and provide information to Rent Control Board Personnel, landlords, and tenants regarding the Town's Rent Control Ordinance and any laws governing the implementation of that Ordinance.**
- **Appear at all regularly scheduled and special meetings of the Rent Leveling Board**
- **Prepare all necessary correspondence and resolutions required**
- **Assist the Municipal Tenants Advocacy Attorney in the coordination of any necessary efforts**
- **Interact with the Town's Administration on related legal issues;**
- **Where requested, reply to inquiries from residents and/or commercial enterprises;**
- **All other duties prescribed by applicable law, subject to the review and approval of the Rent Control Board.**

Counsel will, on an "as needed" basis, be assigned and required to provide representation in any or all of the following aspects of litigation, including but not limited to, preparation of pleadings, motions, and discovery documents, participation in all discovery including attendance at all depositions; participation in and attendance at settlement conferences, pre-trial motions and trials.

Counsel may be called upon to attend meetings, including meetings of the governing body.

Counsel may also be called upon to provide other types of legal services of a specialized nature within the scope of his/her expertise and professional qualifications.

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements.

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the

information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements.

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Qualification.
3. Name, address and telephone number of the Respondent submitting a Qualification Statement pursuant to this RFQ, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
    a. Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement. For purposes of this RFQ, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.
    b. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Qualification Statement. Describe the approval process.
    c. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
    d. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
5. The number of years Respondent has been in business under the present name.
6. The number of years Respondent has been under the current management.
7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice or breach of contract. If yes, please explain.
8. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. Describe those portions of the Respondent’s services, if any, that the Respondent presently

anticipates subcontracting out to a subcontractor if awarded a contract for legal services. (A subcontractor means any business organization that is not a contractor that **knowingly** provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract issued by a contracting agency where the cost of the subcontractors work exceeds 15% of the contracting unit's bid threshold. Please note that **if** you identify any subcontractors in your Qualification Statement you must provide a copy of a Business Registration Certificate for such subcontractor; we are **not** asking you to identify subcontractors at this time) (See Item H. attached hereto).

10. An executed letter of intent.

3.3 <u>Professional Information Requirements</u>.

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:

    a. Description and scope of work by Respondent.

    b. Name, address and contact information of reference to the RFQ.

    c. Explanation of perceived relevance of the experience to the RFQ, including any Board Certification in relevant areas of practice.

2. Brief description of Respondent's relevant clients, including a listing of all municipal government or other public entity clients, during the last three (3) years.
3. Resumes of key employees, and an indication of which employees would be directly working with the Town.
4. A narrative statement of the Respondent's understanding of the Town's needs and goals.
5. List all immediate relatives of Principal(s) of Respondent who are Town employees or elected officials of the Town. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
6. Limits of Malpractice/liability insurance coverage and name of insurance carrier.
7. A listing of <u>all</u> other engagements where services of the type proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government, including the Town of West New York. Contact information for the recipients of the similar services must be provided. The Town may obtain references from any of the parties listed.
8. Respondents must demonstrate a familiarity with the rules New Jersey Court Rules and Rules and Procedures of the Federal District Court for the District of New Jersey, as appropriate, and/or demonstrate a proven record of cases tried or argued at the trial level and the Appellate Divisions of the Superior Court of New Jersey.
9. Demonstration of ability with appropriate personnel or other arrangements to perform the

required tasks in a timely fashion, including the attendance at meetings, as necessary.

10. Demonstration of ability to properly perform the services of a Rent Control Board Attorney.

11. A listing of all professional organization memberships.

12. Respondents must list all cases where they have been adverse to the Town or in which they sued the Town or in which they represented a client that sued the Town in cases filed within the last five calendar years.

13. A listing of all employment positions with the Town, its Boards, Agencies and subordinate entities, including both salaried positions and/or professional service or other contracts of Respondent, stating the period of time and position held.

14. A detailed statement of whether potential conflicts exist that would preclude the issuance of a contract for the legal services herein described.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Qualification Statements.

Respondents must submit an original and three (3) copies of their Qualification Statement to the Designated Contact Person:

Qualification Statements must be received by the Town no later than 11:00 a.m. prevailing time on August 17, 2009**,** and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

The Town's objective in soliciting Qualification Statements is to enable the Town to select a Respondent that will provide high quality and cost effective services to the citizens of the Town of West New York. The Town will consider Qualification Statements only from Respondents that, in the Town's 's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Town in the manner described in this RFQ.

Qualification statements will be evaluated by the Town and Qualified Respondents will be

selected based on the evaluation factors set forth below:

1. Experience and reputation in the field;
2. Knowledge of the Town and the subject matter of the pertinent contract**;**
3. Availability to accommodate the required meetings of the Town ;
4. Experience in the areas of law described in Section 2 of this RFQ;
5. Pertinent government experience; and
6. Other factors demonstrated to be in the best interests of the Town .

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ. The Town will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ.

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The Town reserves the right to:

1. not select any of the Qualification Statements;
2. award a contract for the requested services at any time within the qualification period;
3 award one or more contracts to qualified respondents for all or any part or parts of the services (in any manner provided for under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., or other law) such that more than one respondent may be engaged for the entire scope of work, multiple respondents may be engaged for various portions of the needed work, and any respondent may be obligated to work with others in connection with the provision of the requested services.

Every Qualification Statement should be valid through the entire qualification period.

The Town shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6

GENERAL TERMS AND CONDITIONS

1. The Town reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Qualification statement should it be deemed in the best interest of the Town to do so.
2. Each Qualification Statement must be signed by the person authorized to do so.
3. Qualification Statements may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Qualification Statements, the Town assumes no responsibility for Qualification Statements received after the designated date and

time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.

4. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Town 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.
5. No Respondent shall cause or influence, or attempt to cause or influence, any Town officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondents or any other person.
6. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Town Attorney's decision shall be final and conclusive.
7. The Town shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.

END OF GENERAL INSTRUCTIONS

TOWN OF WEST NEW YORK

VENDOR: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. Affirmative Action Compliance Notice		
F. MWBE Questionnaire (2 copies)		
G. Form AA302 - Employee Information Report (Note: See Affirmative Action Compliance Notice, Item E)(You may alternatively include a copy of your Certificate of Employee Information Report)		
H. Copy of Business Registration Certificate of Respondent **and** of any subcontractor identified in Qualification Statement. (See Item H).		
I. Original signature(s) on all required forms.		

APPENDIX A

LETTER OF QUALIFICATION

(To be Typed on Respondent's Letterhead. NO MODIFICATIONS MAY BE MADE TO THIS LETTER)

Town Clerk Carmela Riccie
Municipal Building
428-60th Street (Room #2)
West New York, New Jersey 07093

Dear Mrs. Riccie:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the Town of West New York ("Town"), dated *(Insert Date)* in connection with the Town's need for Legal Services - Rent Control Board Attorney.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of *(Insert Name of Respondent)*

_____	_____
Chief Executive Officer	Chief Financial Officer
Dated: _____	Dated:_____

Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Qualification Statement, <u>each participant must execute this Letter of Qualification</u>

APPENDIX B

LETTER OF INTENT

STATE OF NEW JERSEY
TOWN OF WEST NEW YORK ss:

I _____certify that I am the _____

of the firm of _____ , the Respondent

submitting Qualifications in response to a Request for same from the Town in regards to Legal Services - Rent Control Board Attorney.. I further certify that:

1. I executed said Proposal with full authority so to do; and
2. All statements contained in the Submission and in this affidavit are accurate, factual and complete, and made with full knowledge that the Town of West New York is relying upon the truth of the statements contained in the Submission and the statements contained in this affidavit in evaluating Respondent's Qualifications; and
3 Respondent 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 through participation with any other person, firm or party; and
4. Respondent agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the Town's procurement schedule;
5. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFQ, or any negotiation which results therefrom, shall be borne exclusively by the Respondent. In no event shall the Town have any liability to Respondent for any costs incurred by the Respondent for the Qualification Statement.
6. Respondent acknowledges and agrees that the Town may modify, amend, suspend and/or terminate the procurement process in its sole judgment.
7. Respondent is aware that any contract executed with respect to the services referred to in the RFQ must comply with the applicable affirmative action and similar laws, and agrees to take such actions as may be required to comply with such applicable laws in the event that a contract is formed.

(Signature of Respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____DAY OF 20_____

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.

A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

TOWN OF WEST NEW YORK ss:

I certify that I am_____

of the firm of_____

the Respondent submitting the Qualification Statement in response to the within Request for Qualifications, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Qualifications; and that all statements contained in the Respondent's Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the Town of West New York will rely/relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Qualifications.

I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Qualification upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.

(Signature of respondent)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

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL

B. PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general. Limited or joint venture) shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

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

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL

C. 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

If your firm is awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The following language, subject to any amendments by law or regulation, will be incorporated into any contract issued for the services advertised:

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 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, 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, 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 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, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The contractor and theTown of West New York, (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. 5121 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 natu[r]e 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.

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

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.

Representative's Name/Title
(Print):_____

Representative's
Signature:_____

Name of
Company:_____

Tel. No.:_____

Date:_____.

E. AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

☐.(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
☐.OR
☐.(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
☐.OR
☐.(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY:_____

SIGNATURE: _____ DATE:_____

PRINT NAME:_____ TITLE:_____.

F. MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

The town of West New York, in accordance with the stated policy of non-discrimination and equal employment opportunity in the Municipal Code, recognizes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned _____ Minority & Woman Owned
_____ Woman Owned _____ Neither

Definition of Minority Business Enterprise
Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise: a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Form AA302
Rev. 1/00

STATE OF NEW JERSEY

Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT* AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				********* MALE**********					**********FEMALE**********				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (If any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 **Telephone No. (609) 292-5475**

H. MANDATORY BUSINESS REGISTRATION LANGUAGE
Non Construction Contracts

All contractors and subcontractors must provide a Business Registration Certificate when seeking to do business with the State of New Jersey, and other public agencies in this state. Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect. Proof of registration must be received before the contract is issued for non-bid contracts: such as contracts exempt from public bidding that are over the bid threshold, professional services, and extraordinary unspecifiable services, and purchase orders that are under the bid threshold. For non-bid contracts only, if proof has been filed through a previous contract, the contracting agency may waive resubmission.

"New Jersey Business Registration Requirements"
N.J.S.A. 52:32-44(1)(b) No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

(1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

N.J.S.A. 52:32-44(1)(c) A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

N.J.S.A. 54:49-4.1 A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency."

Professional Services Agreement
for Rent Control Board Attorney

This agreement dated _____ 20__ is made BETWEEN the client, Town of West New York, whose principal business address is Municipal Building, 428 - 60th Street, West New York, New Jersey, and **[FIRM]** whose address is **[ADDRESS]**

W I T N E S S E T H

WHEREAS, the Town desires to engage the services of **[FIRM]**, under the supervision of **[ATTORNEY(s)]** (Collectively "Counsel") to perform professional legal services to the Town as Rent Control Board Attorney, pursuant to a Fair and Open Process adopted by the Board of Commissioners; and

WHEREAS, Counsel has substantial experience in providing the legal services of an Rent Control Board Attorney; and

WHEREAS, the Commissioners of the Town of West New York have authorized the Mayor to execute an agreement, by and between the Town and the Law offices of **[ATTORNEY(s)]**, for the Services of **[ATTORNEY(s)]** as Rent Control Board Attorney, and for the services of the firm of **[ATTORNEY(s)]**, under his supervision for the provision of Legal Services-Rent Control Board Attorney **[ATTORNEY(s)]** having been appointed as Rent Control Board Attorney for the Period **[TERM]**; and; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), such services constitute professional services, as to which contract may be awarded without public advertising for bids and bidding therefor; and

WHEREAS, this contract was awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.5 et seq. through a publicly advertised Request for Qualifications;

NOW, THEREFORE, in consideration of the premises and promises set forth herein, the parties agree as follows:

1. Legal Services to be Provided. The Town and Counsel agree that Counsel under the direction of **[ATTORNEY(s)]** will Represent the Town as Rent Control Board Attorney, as provided for in the Code of the Town of West New York, by providing requisite legal services, **including but not limited to**:

    1. Being available and provide information to Rent Control Board Personnel, landlords, and tenants regarding the Town's Rent Control Ordinance and any laws governing the implementation of that Ordinance;
    2. Appearing at all regularly scheduled and special meetings of the Rent Leveling Board;
    3. Preparing all necessary correspondence and resolutions required;

4. Assisting the Municipal Tenants Advocacy Attorney in the coordination of any necessary efforts;
5. Interacting with the Town's Administration on related legal issues;
6. Where requested, replying to inquiries from residents and/or commercial enterprises;
7. Performing All other duties prescribed by applicable law, subject to the review and approval of the Rent Control Board.

The legal work includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with the Town and with others, and related work to properly represent the Town in the matters so assigned to Counsel.

Counsel will, on an "as needed" basis, be assigned and required to provide representation in any or all of the following aspects of litigation, including but not limited to, preparation of pleadings, motions, and discovery documents, participation in all discovery including attendance at all depositions; participation in and attendance at settlement conferences, pre-trial motions and trials.

Counsel may be called upon to attend meetings, including meetings of the governing body.

Counsel may also be called upon to provide other types of legal services of a specialized nature within the scope of his/her expertise and professional qualifications.

2. Legal Fees. Counsel shall charge the following fees for matters assigned to it by the Town.

(A) Hourly Rate. The Town agrees to pay Counsel for legal services at the following rates:

RATE PER HOUR	SERVICES OF
$150.00	ALL ATTORNEYS
$ 50.00	ALL LAW CLERK & PARALEGALS

The Town will be billed at the hourly rates set forth in paragraph 2A for all services rendered (minimum charge of 6 minutes). This includes telephone calls, dictating and reviewing letters, travel time to and from meetings and the Court, legal research, negotiations and any other service relating to assigned matter. Payment shall be made pursuant to a paper voucher submitted on forms provided by the Town, such vouchers to

DRAFT

be submitted to the Town on a monthly basis.

3. Counsel shall provide at no additional cost to the Town supportive services such as office facilities and secretarial help as may be required. Counsel shall not be reimbursed for out-of-pocket expenses including, but not limited to long distance telephone charges, or telecopier costs associated with the performance of requisite legal services by Counsel.

4. Counsel shall be reimbursed for the following costs that are necessary and associated with the services provided to the Town by Counsel under this Agreement: all necessary and reasonable court costs, deposition costs, transcript costs, service of process fees, on-line research charges, reproduction ($.10 for black and white/page, $.25 for color copies/page), and messenger services.

5. Counsel shall be reimbursed for expert fees that are necessary and associated with the services provided to the Town by Counsel under this Agreement; if such expert fees exceed 15% of the Town's bid threshold, Counsel shall obtain a Business Registration Certificate from the expert prior to retention of expert. (See Paragraph 17).

6. Special Counsel shall not be retained except upon notice and approval of the Town Attorney, if same are deemed necessary for the operation of the Town.

7. It is agreed that under the terms of the within contract the compensation and reimbursement for services, costs, expenses and fees to be paid hereunder, shall not exceed **[NOT TO EXCEED FIGURE DETERMINED BY GOVERNING BODY]**.

8. The contract for services as Legal/Liability Attorney shall take effect commencing on **[TERM AS DETERMINED BY GOVERNING BODY].**

9. Counsel and the Town hereby incorporate into this contract the mandatory language of *N.J.A.C.* 17:27-3.4(a) and the mandatory language of *N.J.A.C.* 17:27-5.3 promulgated pursuant to *N.J.S.A.* 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions, and the conditions of N.J.A.C. 17:27-3.4(a) and *N.J.A.C.* 17:27-5.3, provided that *N.J.A.C.* 17:27-3.4(a) shall be applied. The provisions of Exhibit A are incorporated herein.

10. Counsel and the Town hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *USC* 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 thereunder. The terms of Exhibit D of the Statement of Qualifications submitted by Counsel**,** in response to the Request for Qualifications for Legal/Liability Counsel are incorporated as if set forth at length herein.

11. Counsel represents and agrees that its attorneys at law are duly licensed and possess the requisite experience to perform all services under this agreement in a manner consistent

DRAFT

fulfillment of this Agreement where the aggregate cost of the subcontractors work exceeds 15% of the Town's bid threshold.

Before final payment on the Agreement is made by the Town, Counsel shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Agreement, or shall attest that no subcontractors were used.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

For the term of the contract, Counsel and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

18. Counsel understands that it may be requested to handle matters in litigation. As such, Counsel shall be familiar with all rules of the Town of West New York Self Insurance Fund and the New Jersey Municipal Self Insurers' Joint Insurance Fund and shall cooperate, as necessary and appropriate with the Town of West New York Self Insurance Fund and the New Jersey Municipal Self Insurers' Joint Insurance Fund and the New Jersey Municipal Self Insurers' Joint Insurance Fund Third Party Administrator, including attending all meetings, and of the Town of West New York Self Insurance Fund and the New Jersey Municipal Self Insurers' Joint Insurance Fund, as may be necessary. Counsel will coordinate its activities on behalf of the Town with the Town of West New York Self Insurance Fund and the New Jersey Municipal Self Insurers' Joint Insurance Fund and the Third Party Administrator as appropriate and necessary.

19. Any provision which attempts to have the Town indemnify, defend, or hold harmless Counsel is hereby negated. The Town shall not be bound to confidentiality agreements to the extent that they are contrary to state law. The Town shall not be required to submit to arbitration for any claim, dispute or other matters in question between the parties. There shall be no assignment of the rights or obligations in this agreement by Counsel.

20. This Agreement shall be subject to the Town's annual availability and appropriation of sufficient funds as may be required to meet this obligation. In the event that it becomes apparent that adequate funds will not be available to meet this obligation, the Town shall immediately notify Counsel.

    Counsel shall notify the Town's Municipal Administrator if it is anticipated that the costs of services provided under this Agreement will exceed the approved not to exceed amount and request that the Municipal Administrator request an amendment of the

DRAFT

contract from the Board of Commissioners, as soon Counsel becomes aware of the possibility. If the Board of Commissioner's declines to approve a requested increase, such declination shall be considered a decision to terminate this agreement once Counsel has provides services up to the approved amount.

Services provided in excess of the contract not to exceed amount, without prior Board of Commissioner approval, are provided at Counsel's own risk.

21. This agreement is subject to the laws of the State of New Jersey without any consideration being given to any principles of choice or conflict of laws.

22. This Agreement may not be amended or modified without the express written consent of each party.

23. No representations or promises shall be binding on the parties hereto except those representations or promises contained herein or in some future writing signed by the party making such representations or promises.

24. This Agreement is for the sole benefit of the Town, its successors and assigns, and Counsel, its successors and assigns, and no third party beneficiary to this Agreement is contemplated or implied.

25. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except his set forth or referred to herein. Any provision appearing in any other agreement to the contrary, shall, to the extent of its contradiction or inconsistency herewith, be superseded hereby. No supplement, modification or waiver of this Agreement or any provisions herein shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall constitute a continuing waiver unless otherwise expressly provided.

26. If any paragraph or provision of this Agreement is adjudged to be invalid or unenforceable, then it shall be deemed severed from this Agreement, and the balance of this Agreement shall survive as if such paragraph or provision was not contained within this Agreement.

27. This award was accomplished through a Fair and Open Process, which was ratified by Resolution adopted by the Board of Commissioners.

28. IN WITNESS WHEREOF, the Town and Counsel have executed this Agreement as of the date first written above.

DRAFT

ATTEST:

_____
Carmela Riccie, Town Clerk

TOWN OF WEST NEW YORK

BY:_____
Mayor Silverio A. Vega

ATTEST:

_____

[FIRM]

BY:_____

500334

DRAFT

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 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, 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, 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.

DRAFT

with that duty and level of due care and skill, respectively, ordinarily exercised by attorneys under similar circumstances**. [ATTORNEY(s)]** shall remain an attorney admitted to the practice of law in the State of New Jersey in good standing; **[FIRM]** shall remain otherwise qualified to serve the Town as provided for under the terms of this Agreement.

12. Counsel hereby represents that it has filed with the Town proof of professional liability insurance with coverage amounts acceptable to the Town. Counsel shall maintain that amount of professional liability maintained as of October 14, 2009.

13. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination. The parties agree that the Town, its successors and/or assigns shall have the right to terminate this Agreement at any time, with or without cause, by giving Counsel written notice of termination in accordance with the terms of this Agreement. Should termination occur, Counsel shall be paid for all services provided up to the date of written notice of termination, subject however, to set-off by the Town. In determining the value of the work performed by Counsel prior to such termination, such compensation shall be based On hourly billings, calculated at Counsel's rate(s) for the services to be performed and at the rates set forth herein; Counsel shall submit detailed vouchers for processing, approval and, if appropriate, payment on the Town's prescribed forms. Counsel may terminate this Agreement upon thirty (30) days written notice to the Town, Counsel taking care to properly assign all matters that may be assigned to Counsel to succeeding counsel as designated by the Town.

14. The acceptance by Counsel of final payment due under this Agreement shall be considered a release in full of all claims against the Town of West New York arising out of, or by reason of, the work done and materials furnished under this Agreement.

15. Nothing in this contract is intended to create an employer/employee relationship between the Town and Counsel, both parties acknowledging that their relationship is contractual relationship for professional services under N.J.S.A. 40A:11-5.

16. As a courtesy, Counsel is advised that a for-profit business entity that has received $50,000 or more through government contracts in a calendar year, must file an annual disclosure statement on political contributions with the New Jersey Election Law Commission pursuant to P.L. 2005 c. 271 by March 30. It is the Counsel's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

17. Business Registration Certificate: Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to Counsel prior to entry into a contract with Counsel.

    "Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a Counsel or another subcontractor in the

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 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, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

DRAFT