

**SOUTH JERSEY ECONOMIC DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS**  
**Legal Services for the**  
**South Jersey Economic Development District**  
**DEADLINE FOR SUBMISSION**  
**Tuesday, September 11, 2012**

**10:00AM**

**Send Responses to:**

Steve O'Connor  
South Jersey Economic Development District  
226 N. High Street, Suite 2A  
Millville, NJ 08332

All questions should be submitted in writing no later than Monday August 27, 2012 to:  
[soconnor@sjedd.com](mailto:soconnor@sjedd.com)

## **Introduction**

The South Jersey Economic Development District was created to act as a support mechanism to improve and to strengthen the development and planning programs of the counties (Atlantic, Cape May, Cumberland and Salem), and to provide a genuine regional perspective on approved economic development projects which have a regional impact. The SJEDD is committed to building a firm foundation to encourage economic growth in the future. By continually assessing opportunities that will better serve the needs of the region and the individual municipalities, the SJEDD is working to enhance the quality of life of the community where projects are initiated. Communities strive to present viable projects to the SJEDD in anticipation of increasing private sector investment, creating new job opportunities and improving its overall image.

The South Jersey Economic Development District invites applications from interested attorneys to provide legal services as per the following:

## **Description of Services**

The selected attorney will provide legal services including, but not limited to the following:

### **Services to be included in each of the service areas:**

1. Legal counsel and advice to the District Board and Staff.
2. Timely advice and counsel on emergent matters. Counsel is expected to respond, at least verbally to be followed in writing, within a maximum of twenty-four hours when an inquiry is made by the District or the Administration.
3. Written legal opinions upon request.
4. Initiate and/or defend lawsuits as necessary and at the direction of the District.
5. Prepare all necessary legal documents.
6. Attend regularly scheduled and special District meetings, at the request of the District's Administrator or Chairperson.
7. Work cooperatively with legal counsels of insurance companies, consortiums, or other collective with whom the District may be affiliated.
8. Represent the district in all judicial and/or administrative proceedings within the specific service area in which the district has an interest and when authorized by the District members, Project Coordinator, or agents that may be a party or have an interest thereof.
9. Provide written, timely notification to the District of changes in law or state regulations including court and administrative decisions that might impact upon the operation of the district.
10. Fulfill other legal duties as are commonly accepted and assigned

### **Specific Service Areas**

#### A. General Counsel Services to be provided:

1. Review and advice for legal notices, resolutions, District policies, By Laws and matters of district governance.
2. Review and advice in matters of procurement and service contracts, bid specifications, bidding matters, contract preparation and execution, and remedies of contract disputes.
3. Represent the District in matters involving interface with the municipal governing bodies including planning and adjustment Districts, financial matters, jurisdictional matters, etc and with State or Federal agencies such as needed.
5. Provide assurance statements as required for financial audits, bonding matters, and grant compliance.

### **Selection Criteria**

The District will evaluate proposals using the following criteria:

1. Experience
2. Availability
3. Recommendations from at least three (3) public clients
4. Fee proposal

### **Proposal**

Each attorney is required to submit the following information in its proposal:

1. A list of all current New Jersey Public clients and length of service to each.
2. A list of all New Jersey public clients that have terminated services in the past two years.
3. Background information on the attorney/attorneys to be assigned the District.
4. Proposed fee structure.
5. Affirmative Action Statement.
6. New Jersey Business Registration Certificate
7. New Jersey Pay to Play Form – Political Disclosure

Information beyond the minimum requirements may also be submitted.

### **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 rate 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.

### **Compliance with Laws**

Any contract entered into between the contractor and the owner must be in accordance with the 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.

### **Mandatory EEO/Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of NJSA 10:5-31 et seq. and NJAC 17:27 as identified in the documents attached hereto. The form enclosed herein shall be properly executed.

### **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 Americans 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.

### **Statement of Corporate Ownership**

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 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. Respondents shall complete and submit the form of statement included herein.

### **Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is included herein, shall be properly executed and submitted with the RFP response.

### **New Jersey Business Registration Certificate**

Pursuant to C57, PL 2004, all New Jersey and out of State business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey.

### **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 his/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 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 purchase and maintain during the entire period of this contract, professional liability insurance which shall protect the contractor and the District from any and all claims that may arise out of or result from the contractor's performance of this contract. A Certificate of Insurance in the amount of one million (\$1,000,000.00) dollars per occurrence/one million (\$1,000,000.00) annual aggregate shall be provided to the District prior to contract award. The Certificate shall also include the provision the South Jersey Economic Development District be provided 30 days prior written notice of any changes, modifications or cancellation of such coverage.

### **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 days prior to the

proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balance 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 of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

### **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 services claimed and the Proposal Cost Document.

The Board may withhold all or partial payments on account of subsequently discovered evidence including but limited to the contractor not complying with the terms of the contract.

### **Annual Disclosure Statement on Political Contributions**

The contractor is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the new Jersey Election Law Enforcement Commission pursuant to NJSA 19:44A-20.13 (PL 2005, c271, s.3) if the contractor received contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on the requirement is available from ELEC at (888)313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Rules of Professional Conduct**

Respondents are hereby reminded that conflicts of interest involving concurrent representation cannot be waived by a public entity under current New Jersey Rules of Professional Conduct and therefore, any proposal submitted by any respondent or his/her law firm, who currently has a claim and/or lawsuit pending against the South Jersey Economic Development District.

**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**  
**(REVISED 9/7/10)**

**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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis

of age, race, 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, race, 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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.**



**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes  No

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

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes  No

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

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Failure by the respondent to complete and return this notice with their proposal submission shall be cause for their proposal to be rejected as non-responsive**

**STATEMENT OF CORPORATE OWNERSHIP**  
**N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE BY THE RESPONDENT TO SUBMIT**  
**THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**Check one:**

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check which business entity applies:**

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Corporation
- Subchapter S Corporation
- Not For Profit Corporation
- Other \_\_\_\_\_

**Complete if respondent is one of the four types of corporations listed above:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

Name of business: \_\_\_\_\_

Street address: \_\_\_\_\_

Post office box number/address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

(Statement of Corporate Ownership continued on next page)

(Statement of Corporate Ownership continued)

List below 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.

Stockholders

Home Address

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LEGAL NAME OF RESPONDENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FAILURE BY THE RESPONDENT TO SUBMIT  
THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

## AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

### Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 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 thereto, 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 this Agreement or otherwise at law.

NON- COLLUSION AFFIDAVIT

State of \_\_\_\_\_

ss:

County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
Name of Affiant Name of Municipality

In the county of \_\_\_\_\_ and the State of \_\_\_\_\_

Of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm \_\_\_\_\_

The bidder making the 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 South Jersey Economic Development District in the State of New Jersey relies upon the truth of 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 die employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
Name of Contractor

**(NJSA 52:34-15.**

**Subscribed and sworn to**  
Before me this day \_\_\_\_\_ 2012.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Affiant

My Commission expires \_\_\_\_\_  
Month, Day, Year,

Failure by the respondent to complete and return this affidavit with their proposal submission shall be cause for their proposal to be rejected as non-responsive.

## Proposal Document

### To the South Jersey Economic Development District

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 provide the materials and services described and proposed herein for the following:

Name of Service: Providing Legal services for the South Jersey Economic Development District.

My totals, all inclusive fee to provide the services described and proposed herein shall be \$\_\_\_\_\_per hour.

**STATEMENT OF AUTHORITY**

**RFP SUBMITTED FOR:**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

RFP SUBMITTED BY: \_\_\_\_\_

(Please Print)

SIGNATURE: \_\_\_\_\_

(Please Sign)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EXTENSION: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**By submitting and signing this RFP, we certify that we  
are familiar with all conditions and requirements of this RFP**