

CITY OF ORANGE TOWNSHIP
REQUEST FOR QUALIFICATIONS FOR
LITIGATION/DEFENSE COUNSEL SERVICES

SUBMISSION DEADLINE

11:00 A.M.

November 30, 2021

ADDRESS ALL QUALIFICATIONS STATEMENTS TO:

Gracia Robert Montilus
City Attorney
The City of Orange Township
29 North Day Street
Orange, New Jersey 07050
(973) 952-6095

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

The City of Orange Township
29 North Day Street
Orange, New Jersey 07050

CONTACT PERSON

Gracia Robert Montilus
City Attorney
29 North Day Street
Orange, New Jersey 07050

INTRODUCTION AND PURPOSE

The City of Orange Township (hereinafter the “City”) is requesting proposals from qualified individuals and firms to provide Litigation/Defense Counsel Services. Proposals will be evaluated in accordance with the criteria set forth in this Request for Qualifications (RFQ). Using this RFQ, the City intends to establish a pool of attorneys who will be available to provide legal services as needed which shall be coordinated through the City’s Law Department. One or more individual/firms may be selected to provide services. If selected, the governing body will approve a resolution listing the individual and firms as approved Litigation/Defense Counsel, based on an hourly rate of compensation at \$150.00.

PERIOD OF QUALIFICATION

January 1, 2022 – December 31, 2022.

FORM AS TO SELECTION

If selected to provide services, the successful Respondent shall be forwarded a letter of engagement that shall be binding on the Respondent and Respondent’s law firm, which includes indemnification, insurance, termination and licensing provisions. It is also agreed and understood that the acceptance of the representation shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this award.

GLOSSARY

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

“City” – refers to the City of Orange Township.

“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 City) 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.

“Period of Qualification” – refers to the period (January 1, 2022 – December 31, 2022) during which a successful Respondent will remain eligible for services under the terms of this RFQ.

SECTION I **INTRODUCTION AND GENERAL INFORMATION**

1.1 Introduction and Purpose

The City of Orange Township is soliciting Qualification Statements from interested persons and/or firms to provide professional services, as more particularly described herein. Through a Request for Qualification process described herein, person and/or firms interested in assisting the City with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The City of Orange Township 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 City). The City 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 level of compensation, terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

1.2 Procurement Process and Schedule

The selection process is in accordance with the “New Jersey Local Unit Pay-to-Play”, Law and municipal ordinances establishing the “pay-to-play” criteria. The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive fair and open 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 2 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 City Attorney of the City of Orange Township. The Qualification Statements will be reviewed to

determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the City Attorney will evaluate and determine which Respondents are qualified (professionally, administratively and financially) to be submitted to the Municipal Council for approval.

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 City 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 City's Designated Contact Person, in writing.

Qualification Statements must be submitted to, and be received by the Office of Procurement, via mail or hand delivery, by 11:00 a.m. on November 30, 2021. Qualification Statements will **not** be accepted by facsimile or e-mail transmissions. Qualification Statement shall be opened in the City Attorney's Office, located on the 2nd floor of Orange City Hall, Orange, New Jersey.

TABLE I

ANTICIPATED PROCUREMENT SCHEDULE

ACTIVITY DATE

1. Publication of Request for Qualifications October 14, 2021.
2. Commence Issuance of Request for Qualification Packages October 14, 2021.
3. Receipt of Qualification Statement November 30, 2021.

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:
- This document is an RFQ and does not constitute a Request for Proposals (RFP).
- This RFQ does not commit the City to issue an RFQ.
- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason any and all responses and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.

- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All Qualification Statements shall become the property of the City and will not be returned.
- All Qualification Statements will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.
- The City may request Respondents to send representatives to the City for interviews.
- Any and all Qualification Statements not received by the City's Law Department Procurement by 11:00 a.m. on November 30, 2021, will be rejected.
- Neither the City, 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. Rights of City.

The City reserves the right to reject any and all submissions, if necessary, or to waive any informalities in submissions and to accept any item, items or services in the submissions that are in the best interest of the City. The City of Orange Township reserves the right to terminate services upon notice to the submitter.

1.5 Addenda or Amendments to RFQ

During the period provided for the preparation of responses to the RFQ, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City 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 Qualification Statement Format.

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which in the judgment of the City 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 City's intent to solicit Qualification Statements from Respondents that have expertise in providing professional legal services as described below and as set forth in the attached Notice of Solicitation for Responses. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

The City Attorney of the City of Orange Township seeks litigation and defense counsel to provide outside counsel for the defense and representation of the City, its officers and employees. The subject matter of such litigation includes, but is not limited to, Tort Claims Act, N.J.S.A. 59:1-1 et seq., Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. (CEPA) Claims Laws Against Discrimination, N.J.S.A. 10:5-1 et seq. (LAD) claims, 42 U.S.C. sec. 1983 actions and contract matters and/or challenges to governmental action. Counsel will have a close working relationship with the City's Law Department.

Counsel will, on an "as needed" basis, be assigned and required to provide representation in all 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.

Counsel may also be called upon to provide other types of legal services of a specialized nature.

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative and financial qualification 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 person 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. If yes, please explain.
8. Whether the Respondent is now or has been involved in any bankruptcy or reorganization proceeding in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.

10. An executed letter of intent.

3.3 Professional Information Requirements

a. 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:

1. Description and scope of work by Respondent.
2. Name, address and contact information of references.
3. Explanation of perceived relevance of the experience to the RFQ.

b. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.

c. Resumes of key employees.

d. Names and resumes of attorneys who will be assigned to provide legal services to the City.

e. A narrative statement of the Respondent's understanding of the City's needs and goals.

f. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. 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.

g. Proof by way of a Certificate of Insurance reflecting the firm's coverage for a minimum of \$500,000 of Professional Liability Insurance.

h. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

SECTION 4
INSTRUCTIONS TO RESPONDENTS

Submission of Qualification Statements

Respondents must submit an original and two (2) copies of their Qualification Statement to the Designated Contact Person:

Qualification Statements must be received by the City no later than 11:00 a.m. on November 30, 2021, 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 City's objective in soliciting Qualification Statements is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of City of Orange Township. The City will consider Qualification Statements only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFQ.

Qualification Statements will be evaluated by the City on the basis of which is the most advantageous, experience and other factors considered. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the municipal corporation;
3. Availability to accommodate the required meetings of the City;
4. Litigation experience and results 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 interest of the City.

The City will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in the RFQ. The City will make the award(s) that is in the best interest of the City.

Each Qualification Statements must satisfy the objectives and requirements detailed in this RFQ except as otherwise stated. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The City reserves the right to not select any of the Qualification Statements.

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

SECTION 6

GENERAL TERMS AND CONDITIONS

1. The City reserves the right to reject any or all Qualification Statements, if necessary, or to waive any information 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 City 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 City 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. In accordance with Affirmative Action Law, P.L. 1975/ c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful Respondents must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (form AA-302). Also, during the period of engagement, the respondent for contractor wherever stated agrees as follows: (a) the respondent where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The respondent will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and section for training, including apprenticeship. The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause; (b) the respondent, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the respondent, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other respondent understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the respondent's commitments under this act and shall post copies of the notice; (d)

the contractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

5. No Respondent shall influence, or attempt to influence, or cause to be influenced, any City 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.
6. No Respondent shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondents or any other person.
7. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's decision shall be final and conclusive.
8. The City shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.
9. The award of a contract will be subject to City of Orange's "Contractor Pay-to-Play Reform" Ordinance §4-70, et seq.
10. Pursuant to N.J.S.A. 52:32-44, Respondents should submit a copy of their Business Registration Certificate with their Qualification Statement.

END OF GENERAL INSTRUCTIONS

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF ORANGE TOWNSHIP

PROJECT: LITIGATION/DEFENSE COUNSEL SERVICES

RESPONENT: _____

**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. Affirmative Action Compliance Notice		
E. Employee Information Report		
F. Americans with Disabilities Act		
G. MWBE Questionnaire (2 Copies)		
H. Business Registration Certificate		
I. Letter of Qualification		
J. Letter of Intent		
K. Hold Harmless Agreement		
L. Price Proposal		
M. Certification of Compliance (Ord. §4-70 et seq).		
N. Original signature(s) on all required forms.		

Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY
COUNTY OF _____ ss:

I certify that I am _____

Of the firm of _____

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 City of Orange Township relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25)

(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).

Item B. Public Disclosure Information

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership 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.

PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY

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).

Item C. Mandatory Affirmative Action Language

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**

FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for
Goods, Professional Service and General Service
Contracts should be directed to:

Christopher Hartwyk
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
29 N. Day Street
Orange, NJ 07050
Tel. (973-952-6100
Fax #973-672-2383
E-Mail Address: chartwyk@orangenj.gov

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 SERVICES 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.

EXHIBIT A (Continuation)

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:

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
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.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsible if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

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

The contractor and the _____ of _____, (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 nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

City of Orange Township, establishes a goal of awarding a certain percentage of the 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 Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WE)

_____ Neither

Definitions

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

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

City of Orange Township Ordinance §4-70, et seq. establishes 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 Business (MBE)

_____ Minority & Woman Owned
Business (MWBE)

_____ Woman Owned business (WE)

_____ Neither

Definitions

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

LETTER OF QUALIFICATION

Date

Attn: Gracia Robert Montilus
City Attorney
City of Orange Township
29 N. Day Street
Orange, NJ 07050

**RE: Request for Qualifications
Litigation/Defense Counsel Services**

Dear Mr. Montilus:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Orange (“City”), dated **October 14, 2021**, in connection with the City’s need for **Litigation/Defense Counsel Services**.

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 (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief

Signature of Chief

Executive Officer

Financial Officer

Typed Name and Title

Typed name and Title

(Type Name of Firm) *

(Type Name of Firm)*

Dated: _____

Dated: _____

* If a joint venture, partnership or other formal organization is submitting a RFQ, each participant shall execute this Letter of Qualification.

LETTER OF INTENT

Date

Attn: Gracia Robert Montilus
City Attorney
City of Orange Township
29 N. Day Street
Orange, NJ 07050

***RE: Request for Qualifications
Litigation/Defense Counsel Services***

Dear Mr. Montilus:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Orange (“City”), dated **October 14, 2021**, in connection with the City’s need for **Litigation/Defense Counsel Services**.

(Name of Respondent)__ HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City’s procurement schedule.
3. (Name of 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.
4. (Name of Respondent) hereby declares that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in the Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws. (Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

(Typed Name and Title)

(Type Name of Firm)

Dated: _____

*If a joint venture, partnership or other formal organization is submitting a RFQ, each participant shall execute this Letter of Intent.

HOLD HARMLESS AGREEMENT

The Contractor, shall defend, indemnify and hold harmless the City of Orange Township, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any cost of defense incurred by the City of Orange Township and any payments, recoveries and judgments against the City of Orange Township, which arise from actions or omissions of the Contractor, his agents or employees in the execution of the work and/or duties to be perform under the contract.

Costs shall be deemed to include, but not limited to attorney's fees, filing expenses, expert witness fees, reproductions costs, and long distance travel in connection with defense and shall bear the prevailing interest rate, where applicable.

The Contractor shall be responsible for all damage to persons or property caused or alleged to have been caused by or incident to the execution of this work, and shall defend claims or suits arising from or incident to the work under the aforementioned contract without expense to the City of Orange Township, its agent's servants and/or administrators.

By: _____
Name:
Title:

Date: _____

On behalf of:

Name of Organization

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To Ordinance §4-70, et seq.  
**CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

**(Contractor)**

has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                      |  |
|--------------------------------------|--|
| <b>Dwayne D. Warren, Esq., Mayor</b> |  |
| <b>Hon. Kerry J. Coley</b>           |  |
| <b>Hon. Adrienne K. Wooten</b>       |  |
| <b>Hon. Tency A. Eason</b>           |  |
| <b>Hon. Clifford R. Ross</b>         |  |
| <b>Hon. Harold. J. Johnson</b>       |  |
| <b>Hon. Jamie Summers-Johnson</b>    |  |
| <b>Hon. Weldon M. Montague</b>       |  |
|                                      |  |

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

- Partnership      Corporation      Sole Proprietorship      Subchapter S Corporation  
Limited Partnership      Limited Liability Corporation      Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

|                                                       |                                                        |
|-------------------------------------------------------|--------------------------------------------------------|
| Subscribed and sworn before me the _____ day of _____ | _____                                                  |
| _____ , 20__.                                         | (Affiant)                                              |
| My Commission expires:                                | _____ (Print name & title of affiant) (Corporate Seal) |

**VENDOR INFORMATION**

Name of Business: \_\_\_\_\_  
(Print)

Name of Contact Person: \_\_\_\_\_  
(Print)

Correspondence Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchase Order Address for signature (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number (including area code): \_\_\_\_\_

Fax Number (including area code): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Employer I.D. # or S.S. #: \_\_\_\_\_

**FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.**

**PROPOSER'S AFFIDAVIT  
THIS AFFIDAVIT IS PART OF THE PROPOSAL**

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

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

I,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, (Print Name)

certify that I am the \_\_\_\_\_  
(Title)

of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_/\_\_\_\_\_  
(Signature of Bidder) (Date)

**NOTARY:**

Subscribed and sworn to before me at

\_\_\_\_\_  
(Address)

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**CERTIFICATION OF COMPLIANCE WITH CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE §4-70.20**

\_\_\_\_\_, the Business Entity, as that term is defined in City of Orange Township Revised Ordinance 4-70.20 (a copy of which is attached), nor any Subcontractor, as that term is defined therein, has not made prohibited contribution in violation thereof in the twelve (12) month period prior to the award of this contract (or the renewal, extension, or material modification of the contract).

**Name of Business Entity:**

Signed \_\_\_\_\_  
Print Name \_\_\_\_\_

Title:  
Date:

Subscribed and sworn before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My Commission expires: