

TOWNSHIP OF GREEN

REQUEST FOR PROPOSALS FOR 2018-2019 SPECIAL CONFLICT COUNSEL

A. INTRODUCTION

The Township of Green is seeking proposals for Conflict Counsel for the timer period of August 21, 2018 through August 21, 2019. The Township of Green is soliciting proposals for this position through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

B. SCOPE OF WORK

The Township desires to appoint an attorney to act as Conflict Counsel on an as needed basis. Applicants should demonstrate knowledge of general New Jersey municipal law and local finance law and a capacity to represent and advise the Township regarding legal matters including but not limited to state and federal regulations, grant applications, labor, employment and local government law.

C. MINIMUM REQUIREMENTS

1. Must be licensed to practice law in the State of New Jersey for a period of not less than ten (10) years preceding the proposed appointment, and eligible to appear before all municipal, state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law.
2. Must have a minimum of ten (10) years' experience representing municipal entities in the State of New Jersey.
3. Must list past and present municipal or government authorities represented.
4. Must maintain a bona fide office in the State of New Jersey.
5. Must have sufficient support staff available to provide all legal services required by the Township on an as needed basis.

D. EVALUATION CRITERIA

1. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned.
2. Knowledge of the Township of Green and the subject matter to be addressed under this agreement.
3. Availability to attend all required meetings.
4. Availability of personnel, facilities, equipment and other resources to provide such service.
5. Qualifications and experience of personnel and organization including a list and status of major projects.
6. Reasonableness of Cost Proposal.
7. Any other factors you wish the Evaluation Committee to consider in evaluating your ability to perform the professional services requested by the Township.

E. INSTRUCTIONS

A responsive proposal shall include:

1. A signed copy of the enclosed Professional Services - General Terms and Conditions.
2. A cover letter.
3. A resume outlining candidate's credentials and experience.
4. A fee schedule with clear breakdown of costs for service by type, services to be provided, and, if pertinent, an annual estimate of cost of professional services.
5. References as appropriate.
6. Acknowledgement of addendum if applicable.
7. Other documentation relevant to the evaluation criteria.

The Township of Green reserves the right to reject any and all proposals.

All proposals must be in a sealed envelope and clearly marked "Sealed Proposal-Conflict Attorney."

Proposals must be received by 11:00 a.m. on Wednesday, August 15, 2018.

Six (6) copies of the proposal must be presented.

Proposals can be mailed to:

Clerk
Township of Green
PO Box 65
Tranquility, NJ 07879
Attn: Mark Zschack

Proposals may be delivered to:

Clerk
Township of Green
150 Kennedy Road
Andover, NJ 07821
Attn: Mark Zschack

Questions and comments should be directed to Mark Zschack, Clerk, (908) 852-9333, ext. 18 or clerk_admin@greentwp.com

No proposals will be accepted electronically!

PROFESSIONAL SERVICES - GENERAL TERMS AND CONDITIONS

Professionals are required to:

At time of proposal:

- a. Designate a specific individual(s) to work with the Township of Green in the proposal.

During the length of the contract:

- b. Maintain knowledge of the administrative structure of the Township of Green and the subject matter to be addressed under the specific Professional Title.
- c. Attend all regular scheduled meetings as required by the Township of Green. If the designated individual is unable to attend they must notify the Township in advance and have the substitute individual to attend the meeting approved by the Township of Green.
- d. Respond to Township inquiries within 24 business hours.
- e. Be available to accommodate any special meetings as required by the Township.
- f. Provide written proposals for specific projects as required by the Township.
- g. Submit invoices (purchase orders) for services rendered by the end of the month following the month in which the expense was incurred. Expenses submitted after this period will not be honored by the Township.
- h. Submit opinions, reports, and other requested documents in a timely fashion so as to accommodate deadlines established by State Statute or the Township.

Within 10 days of receipt of notification of award of contract:

- i. Sign a contract consistent with the sample contract provided with this RFP as Attachment A.
- j. Submit two original copies of the signed contract along with following:
 - 1. W-9 – Taxpayer Identification
 - 2. Certification of Insurance

The undersigned certifies that he/she is an authorized representative of the firm or business submitting this proposal, that he/she is the provider of the professional service proposed in this proposal, that the information contained in and attached to this submission is true to the best of his/her knowledge and belief, and hereby acknowledges and accepts the above General Terms and Conditions.

Company

Federal I.D. # or Social Security #

Address (Street)

City, State, Zip code

Authorized Agent

Title of Authorized Agent

Telephone Number

E-mail Address

Fax Number

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Signature

TOWNSHIP OF GREEN
REQUEST FOR PROPOSALS

The Township of Green is soliciting proposals for the position of Conflict Counsel. Proposal instructions can be obtained in the Green Township Clerk/Administrator's office at 150 Kennedy Road, Tranquility, NJ 07879 or on the Township's web site at www.greentwp.com.

Proposals will be accepted up until 11:00 a.m., August 15, 2018, in the Clerk's office, Township of Green, 150 Kennedy Road, Andover, NJ 07821 or mailed to the attention of Mark Zschack, Clerk, Township of Green, PO Box 65, Tranquility, NJ 07879.

The award of a contract for the described services will be made by the Township of Green based on the respondent's qualifications including, but not limited to the following: cost of services, references, knowledge and interpretation of the Township of Green's needs, and experience.

Mark Zschack,
Clerk/Administrator, Green Township

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this ____ day of _____, 2018,

BETWEEN

TOWNSHIP OF GREEN, in the County of Sussex, a municipal corporation of the State of New Jersey, with offices at 150 Kennedy Road, PO Box 65, Tranquility, New Jersey 07879 (hereinafter referred to as "Township"),

AND

[*insert Professional's name*], having an office at [*insert Professional's address*] (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the Township desires to engage Consultant to provide [*insert nature of services*] (hereinafter referred to as "Services"); and

WHEREAS, entry into this Agreement has been authorized by Resolution [*insert resolution number*] of the Green Township Committee adopted on [*insert date of adoption of resolution*].

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereafter set forth, Township and Consultant hereby agree as follows:

- 1. Retention for Professional Services.** Consultant is engaged by Township for the provision of, and Consultant shall provide, Services as defined above.
- 2. Term.** This Agreement shall commence on August 21, 2018 and shall continue through August 21, 2019, unless terminated earlier as provided herein.
- 3. Services.** Consultant has provided a proposal for Consultant's Services and the fees, expenses and other charges therefor, a copy of which is annexed hereto as Exhibit A. In the event that any provision set forth in Exhibit A is inconsistent with the terms of this Agreement, the terms of this Agreement shall govern. Any provision of such proposal that does not relate to the nature of the Services and the fees, expenses, and charges related thereto shall be deemed inconsistent with this Agreement, unless separately and expressly approved by Township.

4. Invoicing and Payment. Township agrees to pay for Services as set forth in Exhibit A. The Consultant will submit on a monthly basis an invoice, on forms approved by Township, accompanied by statements describing the nature of the work performed and other pertinent information in sufficient detail for Township to confirm the work performed. Township shall approve and pay the amount due in due course after receipt of a properly executed invoice and approval by the appropriate municipal officials.

5. Indemnification and Insurance. Consultant agrees to indemnify and hold harmless Township from all loss, cost, expense, damage or judgment for which Township may be held liable as a result of Consultant's negligent act or omission (including act or omission of its agents and employees) in performance of this Agreement. Due to the nature of the Services, no later than simultaneously with execution of this Agreement Consultant shall provide to Township a Certificate of Insurance evidencing Professional Errors and Omissions Liability coverage in an amount of at least \$1,000,000 per incident specifically issued to Township. Such policy must have a provision for sixty days' advance written notice of cancellation, non-renewal, reduction, or material change to be sent by certified mail to Township Clerk/Administrator, Township of Green, P.O. Box 65, Tranquility, New Jersey 07879. Consultant agrees that if the required coverage expires prior to the completion of the term of this Agreement Consultant shall provide a renewal certificate or renewal policy to Township at least ten days prior to the expiration date.

6. Termination of Agreement. Notwithstanding the term of this Agreement or any other provision, Township may terminate this Agreement at any time upon fifteen days' notice in writing from Township to Consultant unless otherwise provided by law. Unless otherwise required by law, termination may be for cause or for the convenience of Township; no reason for termination is required or need be cited by Township.

In the event of termination, copies of all unfinished or finished documents, data, studies, files and reports prepared by Consultant under this Agreement or prior Agreement for the same or similar services to Township shall become Township's property and shall be delivered to Township upon its request. It is understood and agreed that the Consultant shall not be liable or responsible for any changes to the documents not made by it or for uses not originally intended. Consultant shall be reimbursed for all reasonable costs associated with reproduction of files and records including assembly and delivery, certification of services for eligibility of reimbursement under loan or other financial programs, and costs associated with the normal closeout of Consultant's work.

Notwithstanding termination, Consultant shall not be relieved of liability to Township for damages sustained by Township by virtue of any breach of agreement by Consultant. Consultant shall have no right to retain or withhold any documents, data, studies, reports, or other information or documents (including electronic communications) prepared by Consultant for or on behalf of

Township, regardless of whether payment has been made therefor, and Consultant waives any lien upon the same. Consultant's rights and claims shall be limited to monetary compensation as specified in this Agreement.

7. Changes and Amendments. This Agreement may not be modified or changed orally. Township may, from time to time, request changes or amendments in the scope of the services of the Consultant to be performed hereunder. Such changes or amendments, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between Township and the Consultant, shall be incorporated into written amendments to this Agreement. Any changes must first be approved by resolution adopted by the Township Committee.

8. Personnel. Consultant has or will secure at Consultant's expense all personnel, equipment, materials, books, secretarial services, utilities and other materials in performing the services under this Agreement. Except for employees of Township assigned to assist Consultant, such personnel shall not be employees of or have any contractual relationship with Township. All services required hereunder will be performed by or under direct supervision of Consultant.

9. Claims and Disputes Pertaining to Compensation. Claims or disputes pertaining to compensation for Consultant or any of Consultant's employees performing work under this Agreement shall not delay or affect the continued performance of Consultant hereunder. Disputed portions of vouchers submitted by Consultant may be withheld by Township, without affecting the progress of the work hereunder, until the claim or dispute has been satisfactorily resolved, and the same shall not be deemed a breach of contract by Township.

10. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances and codes of the State and all other governmental agencies with jurisdiction over Consultant's activities as defined herein at Consultant's own cost and expense, and shall and does hereby agree to indemnify the Township with respect to full compliance therewith. In accordance with New Jersey statutory requirements, Consultant shall comply with the provisions of Exhibit B related to equal employment opportunity. In accordance with New Jersey statutory requirements, Consultant shall comply with requirements of registration with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13, and will comply with the restrictions related to reportable contributions to the extent such restrictions may apply to Consultant and the circumstances related to Consultant's retention. Consultant shall also comply with the provisions of state law regarding collection and payment of use and sales taxes, if applicable, and has provided Consultant's New Jersey Business Registration Certificate to Township, a copy of which is annexed as Exhibit E.

11. Non-Assignable Agreement. Consultant may not assign or transfer this Agreement, nor any interest herein, nor any of the services required to be performed hereby, without the written consent of the Township.

12. Documents Comprising Agreement. The entirety of the contract between the parties consists of this Agreement: Consultant's Proposal attached as Exhibit A; the Mandatory Affirmative Action language, attached as Exhibit B, the mandatory language for Equal Opportunity for Individuals with Disability, attached as Exhibit C; a current Political Contribution Disclosure Statement, attached as Exhibit D; and Consultant's New Jersey Business Registration Certificate, attached as Exhibit E, which comprises the final and complete Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the day and year first above written.

ATTEST:

TOWNSHIP OF GREEN

Mark Zschack, Township Clerk

By: _____
Danial Conkling, Mayor

WITNESS:

[insert Professional's name]

[EXHIBIT A SHALL BE THE PROPOSAL]

MANDATORY EQUAL OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et.seq.** as amended and supplemented from time to time and the Americans With Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

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The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**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 thereunto, 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.

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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.

Dated: _____

By: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF GREEN

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Green as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r):

1. (UPDATED AS NECESSARY)
- 2.
- 3.
- 4.
- 5.
6. Green Township Republican Committee

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 this ____	_____
day of _____, 2 ____.	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF GREEN

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.

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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).”

November 2005 28

EXHIBIT E

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

(please include registration certificate from State here)