# CITY OF HOBOKEN, NEW JERSEY
# LAW DIVISION
# On Behalf Of
# Department Administration

## Request for Proposals:
**Professional Services – Licensed Attorney**
**Special Counsel – Tax Appeal Attorney**
**Term: January 1, 2012 through December 31, 2012**

## Proposal Submission Date:
**November 22, 2011**
**11:00 a.m. E.S.T.**

**City of Hoboken**
**c/o Law Department**
**94 Washington Street**
**Hoboken, N.J. 07030**

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**CITY OF HOBOKEN**
**NOTICE TO VENDORS**

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received by the Law Department, for the City of Hoboken, Hudson County, State of New Jersey on **Tuesday, November 22, 2011 at 11:00 a.m.** prevailing time at Hoboken City Hall, 94 Washington Street, NJ 07030:

**DESCRIPTION: RFP – Professional Services – Licensed Attorney – Special Counsel – Tax Appeal Attorney – Term: January 1, 2012 through December 31, 2012**

The City of Hoboken ("City") is a municipality governed according to the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 to -210. Pursuant to Ordinance #DR-154, the City seeks Requests for Qualifications ("RFQ") from law firms licensed to practice law in the State of New Jersey that wish to provide legal services related to the defense of real property tax appeals filed against the City, both before the County Tax Board and the New Jersey Courts, including but not limited to the Tax Court, as directed by the Corporation Counsel or other appropriate officials within the City Administration. The successful applicant must have significant demonstrable experience in effectively representing New Jersey municipalities, counties or individual taxpayers in real property tax appeals. The successful applicant must provide evidence that the attorneys listed in the Proposal have the ability to timely provide the representation requested, and agree to provide the City of Hoboken with representation by the attorneys specified in the Proposal for the period of one (1) year, subject to extension in accordance with the law. Representation of all County Tax Appeals shall be compensated by a single contractual amount for the year of service, for which the Firm shall provide a proposed amount. Representation of all New Jersey Tax Court Appeals shall be compensated on an hourly basis, at a rate of One Hundred Fifty Dollars ($150.00) per hour, subject to an annual not to exceed amount to be determined by the City at the time of contract award.

As of the date hereof, the City of Hoboken is defending approximately 2200 appeals pending before the County Tax Board, as well as 200 appeals pending in the New Jersey Tax Court. Due to the City's variety in real property uses, the City defends tax appeals that range from simple residential property appeals to intricate, novel and complex commercial property tax appeals.

Specification and other RFP information may be obtained at the Law Department, Hoboken City Hall, 94 Washington Street, Hoboken, NJ 07030, during regular business hours (9:00 am to 4:00 pm), or by visiting the City website at www.hobokennj.org.

Vendors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Email: aliston@hobokennj.org

ATTEST:

_____
Arch Liston
Business Administrator/QPA

## INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

### SUBMISSION OF PROPOSALS

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as “City,” in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.

2. Sealed proposals will be received by the designated representative at the time and location as stated in the Notice to Vendors.

3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # of the contract being proposed. There shall be one (1) original, one (1) electronic copy, and three (3) paper copies of the proposal submitted.

4. It is the Vendor's responsibility that proposals are presented to the City at the time and at the place designated. Proposals may be hand delivered or mailed; however, the City disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

5. Sealed proposals forwarded to the City before the time of opening of proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

6. The entire proposal section of the proposal package is to be returned completed. All proposals must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.

7. Each proposal form must give the full business address**,** business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
   - Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

8. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
   - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
   - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
   - N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
   - Vendor should consult the statutes or independent legal counsel for further information.

**INTERPRETATION AND ADDENDA**

1. The Vendor understands and agrees that its proposal is submitted on the basis of the specifications prepared by the City. The Vendor accepts the obligation to become familiar with these specifications.

2. Vendors are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the City of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the specifications and the Vendor's submitted proposal.

3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing, addressed to the City's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Vendors. All addenda so issued shall become part of the specification and proposal documents, and shall be acknowledged by the Vendor in the proposal. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Proposals

   - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

   - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

**BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

1. Brand names and/or descriptions used in these specifications are to acquaint Vendors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

2. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Vendor on the “Exceptions to Specifications” sheet and submitted with the proposal form. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Vendor, it will be presumed and required that the goods and services as described in the proposal specification be provided or performed.

3. It is the responsibility of the Vendor to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.

4. In submitting its proposal, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

5. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

6. The Vendor shall guarantee any or all goods and services supplied under these specifications for a period of one year from date of delivery unless otherwise specified herein. Defective or inferior goods shall be replaced at the expense of the Vendor. The Vendor will be responsible for return freight or restocking charges.

**INSURANCE AND INDEMNIFICATION**

**The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:**

INSURANCE REQUIREMENTS

√ Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

√ General Liability Insurance

The Vendor shall furnish evidence to the City prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than $1,000,000 for any occurrence and $1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

**X** Automotive Liability Insurance

Automotive liability insurance covering Vendor for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000 for any one occurrence and $1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

√ Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than $1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

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

INDEMNIFICATION

The Vendor shall indemnify, defend, and save harmless the City, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions,

recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Vendor, his agents or employees, in the delivery of goods, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the City of Hoboken, as will protect the City from its contingent liability under this contract, and the City's right to enforce against the Vendor any provision of this article shall be contingent upon full compliance by the City with the terms of such insurance policy or policies, a copy of which shall be deposited with the City.

## PRICING INFORMATION FOR PREPARATION OF PROPOSALS

1. The City is exempt from any local, state or federal sales, use or excise tax.

2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.

4. Vendors shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The City shall not be responsible for delivery costs or travel costs of any type.

## STATUTORY AND OTHER REQUIREMENTS

**Where applicable, the following are mandatory requirements of this proposal and contract.**

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

   No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal specification.

   - Goods and Services (including professional services) Contracts

     Each Vendor 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:

     i. A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

- Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the Vendor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the Vendor, in accordance with N.J.A.C. 17:27-7.

The Vendor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The Vendor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the City harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on

Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

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

A Vendor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

Failure to submit proof of registration with the proposal submittal requires mandatory rejection of a proposal as a non-waivable defect.

5. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

Where applicable: The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

6. PREVAILING WAGE ACT

Where applicable: Pursuant to N.J.S.A. 34:11-56.25 et seq., vendors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The vendor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The vendor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The vendor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the vendor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/ lspubcon.html.

In the event it is found that any workman, employed by the Vendor or any Subcontractors covered by the contract, has been paid a rate of wages less than the prevailing wage required to be paid by the Vendor, the City may terminate the Vendor’s or Subcontractor’s right to proceed with the work, or such part of the work, as to which there has been failure to pay required wages and to prosecute the work to completion or otherwise. The Vendor and his sureties shall be liable to the City for any excess costs occasioned thereby.

The Vendor or Subcontractor is required to do the following:

- Pay to all workmen engaging in the performance of services directly upon a public work, the prevailing rate of wages specified in this contract.
- Keep an accurate record showing name, craft, trade and actual hourly rate of wages paid to each workman employed by him in connection with any public work. Records shall be preserved for two years from date of payment.
- Post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and at such place or places as are used by them to pay workmen their wages; and

- File written statements with the City Treasurer or Director of Finance certifying to the amounts then due and owing to any and all workmen for wages due on the account to the public work. The statements shall set forth the names of the persons whose wages are unpaid and amount due to each. The statements should be verified by the oaths of the vendor or subcontractor, as the case may be.

7. DAVIS BACON ACT

   Where applicable: If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the vendor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at http://www.wdol.gov/.

8. THE PUBLIC WORKS VENDOR REGISTRATION ACT

   Where applicable: N.J.S.A. 34:11-56.48 et seq. requires that a general or prime vendor and any listed subcontractors named in the vendor's proposal shall possess a certificate *at the time the proposal is submitted*. After proposal proposals are received and prior to award of contract, the successful vendor shall submit a copy of the vendor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general vendor's responsibility that all non-listed sub-vendors at any tier have their certificate prior to starting work on the job.

   Under the law a "vendor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to vendors based in New Jersey or in another state.

   The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

   - "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds…"
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a vendor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

9. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

10. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the City of Hoboken.

11. NUCLEAR-FREE HOBOKEN ORDINANCE

The Form shall be read and properly executed, and submitted as part of the proposal.

**METHOD OF CONTRACT AWARD**

1. The City and the successful Vendor, in accordance with N.J.S.A.40A:11-24 (b), shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the City to request an extension to execute said contract shall constitute a breach and the City can award the contract to the next lowest Vendor. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract

resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

2. The form of contract shall be submitted by the City to the successful Vendor. Terms of the specifications/proposal package prevail. Vendor exceptions must be formally accepted by the City. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the City.

3. The City reserves the right to waive immaterial formalities. The City reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.

4. The acceptance of a Proposal shall bind the successful Vendor to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the vendor fails to enter into the contract or perform services there under.

## CAUSES FOR REJECTING PROPOSALS

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;

2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;

3. Multiple proposals from an agent representing competing Vendors;

4. The proposal is inappropriately unbalanced;

5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

6. If the successful Vendor fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the proposal of the next lowest responsible Vendor. (N.J.S.A. 40A:11-24b)

## TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the Vendor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.

2. Notwithstanding the above, the vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Vendor and

the City may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the City from the Vendor is determined.

3. The Vendor agrees to indemnify and hold the City 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 City under this provision.

4. In case of default by the Vendor, the City may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.

5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.

6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.
   It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the City.

7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.

8. The City may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.

9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor’s license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

**APPENDIX A**
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
**(Mandatory Affirmative Action Language)**

**FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:**

During the performance of this contract, the Vendor agrees as follows:

The Vendor 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 Vendor 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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.

The Vendor 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 Vendor 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 Vendor 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 Vendor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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.**

**FOR CONSTRUCTION CONTRACTS:**

During the performance of this contract, the Vendor agrees as follows:

The Vendor 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, sex, affectional or sexual orientation. The Vendor 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, affectional or sexual orientation. 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 Vendor 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 Vendor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and Americans with Disabilities Act.

When hiring workers in each construction trade, the vendor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a vendor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C, as long as the Affirmative Action Office is satisfied that the vendor is employing workers provided by a union which provides evidence, in accordance with the standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are a minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer
pursuant to P.L. 1975, c 127, as amended and supplemented from time to time. The vendor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

A) If the vendor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the vendor or subcontractor shall within three (3) days of the contract award, seek assurances from the union that it will cooperate with the vendor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the vendor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the vendor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the vendors or subcontractors prior experience with the construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the vendor or subcontractor agrees to prepare to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the vendor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority or female workers consistent with the applicable employment goal.

B) If the hiring of workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the vendor does not have referral agreement or arrangement with a union for a construction trade, the vendor or subcontractor agrees to take the following action consistent with the applicable county employment goals:
   1. To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs and request referral of minority and female workers;

2. To notify any minority and female workers who have been listed with it as awaiting available vacancies.
3. Prior to commencement of work, to request the local construction trade union, if the vendor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
4. To leave standing request for additional referral to minority and female workers with the local construction trade union, if the vendor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the vendor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975. C. 127;

To adhere to the following procedure when minority and female workers apply or are referred to the vendor or subcontractor:

i) If said individuals have never previously received any document or certifications signifying a level of qualification lower than required, the vendor or subcontractor shall determine the qualifications of such individuals and if the vendors or subcontractors workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a vendor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency, is acceptable to the Affirmative Action Office and provided further, that, if necessary, the vendor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of the requirements of this paragraph, however, are limited by the provisions of (C) below.

ii) If the vendors or subcontractors workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first considerations in the event the vendors or subcontractors workforce is no longer consistent with the applicable employment goal.

iii) If, for any reason, said vendor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advance trainee or apprentice, the vendor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy of the Public Agency Compliance Officer and to the Affirmative Action Office.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

C) The vendor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the vendor or subcontractor from complying with the hiring hall or apprenticeship

provision in any applicable collective bargaining agreement or hiring hall arrangement, and, where, required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the vendor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the vendor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which results in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or on the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the vendor or subcontractor agrees that, in implementing the procedures of the proceeding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

D) The vendor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than fourteen days; and to submit a copy of the monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The vendor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job programs for outreach and training of minority and female trainees employed on construction projects.

E) The vendor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

The Vendor and the City of Hoboken, (hereafter “City”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the City, 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 Vendor 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 City’s grievance procedure, the Vendor agrees to aproposale by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

**SPECIFICATIONS FOR RFP**
**Professional Services – Licensed Attorney**
**Special Counsel – Tax Appeal Attorney**
**Term: January 1, 2012 through December 31, 2012**

## NATURE OF SERVICES

The City of Hoboken ("City") is a municipality governed according to the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 to -210. Pursuant to Ordinance #DR-154, the City seeks Requests for Qualifications ("RFQ") from law firms licensed to practice law in the State of New Jersey that wish to provide legal services related to the defense of real property tax appeals filed against the City, both before the County Tax Board and the New Jersey Courts, including but not limited to the Tax Court, as directed by the Corporation Counsel or other appropriate officials within the City Administration. The successful applicant must have significant demonstrable experience in effectively representing New Jersey municipalities, counties or individual taxpayers in real property tax appeals. The successful applicant must provide evidence that the attorneys listed in the Proposal have the ability to timely provide the representation requested, and agree to provide the City of Hoboken with representation by the attorneys specified in the Proposal for the period of one (1) year, subject to extension in accordance with the law. Representation of all County Tax Appeals shall be compensated by a single contractual amount for the year of service, for which the Firm shall provide a proposed amount. Representation of all New Jersey Tax Court Appeals shall be compensated on an hourly basis, at a rate of One Hundred Fifty Dollars ($150.00) per hour, subject to an annual not to exceed amount to be determined by the City at the time of contract award.

As of the date hereof, the City of Hoboken is defending approximately 2200 appeals pending before the County Tax Board, as well as 200 appeals pending in the New Jersey Tax Court. Due to the City's variety in real property uses, the City defends tax appeals that range from simple residential property appeals to intricate, novel and complex commercial property tax appeals.

## PROPOSAL REQUIREMENTS

- Provide all required and requested documentation and forms as indicated in this RFQ.
- Provide evidence and documentation to satisfy the following criteria which will be used by the Administration and City Council in determining acceptable vendors:
    - Experience and reputation in the field.
    - Knowledge of the City of Hoboken and of legal matters concerning the City, and of the subject matter to be addressed under the area of expertise.
    - Familiarity with courts and administrative tribunals before which City matters may be brought.
    - Two (2) samples of the attorney's work product prepared within the past 24 months.
    - The amount of resources, including the number of attorneys and staff available to attend to City matters.
    - Other factors the attorney or firm believe demonstrate their services would be in the best interests of the City of Hoboken.
- At the request of the City, give an oral demonstration/presentation at the Municipal Building

of their services and equipment prior to award. Vendor will not be compensated for making the presentation.

## ORGANIZATION REQUESTING PROPOSAL

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

## CONTACT PERSON

To obtain copies of proposal contact Purchasing at 201-420-2011 or cbaldwin@hobokennj.org.

For technical questions concerning proposal contact please contact Arch Liston, Business Administrator at 201-420-2059.

## PERIOD OF CONTRACT

The professional service contract shall be for a period of one (1) year from date of appointment.

## COST PROPOSAL/PRICING

The successful attorney/firm will receive a set contractual amount for all County Tax Appeals, which amount shall be included in the proposal. The successful attorney/firm shall receive an hourly rate for all Tax Court Appeals, with a maximum hourly rate of $150.00/hour for attorneys, $50.00/hour for paralegals, and $20.00/hour for support staff. The contract will include (1) the annual contractual amount for work on all County tax appeal cases, and (2) a not to exceed amount for tax appeal work performed before the Courts of the State of New Jersey, including but not limited to Tax Court. It shall be the attorney/firm responsibility to notify the City in writing when Eighty Percent (80%) of the not to exceed amount has been billed, and request an increase in the not to exceed amount. There shall be no right to an increase in the contractual amount awarded for County Tax Appeals. The attorney/firm shall not incur additional expenses against the City above the not to exceed amount without an increase in the not to exceed amount by the City Council. Any expenses incurred by the attorney/firm above the not to exceed amount shall not be reimbursed by the City of Hoboken in law or equity.

## QUALIFICATIONS

This Vendor must have the ability to satisfactorily perform the required work by reasons of: (1) experience in performing work of a similar nature; (2) demonstrated competence in the services to be provided; (3) strength and stability of the firm; (4) work load capability; and, (5) supportive references. Vendor shall complete the Individual Qualifications form as well as providing the following information:

- Provide whether the individual is now or has ever been included in any bankruptcy, or re-organization proceedings, or have operated under a different name. If so, explain.
- Provide a minimum of two (2) references from clients for whom similar projects have

been completed. Include the following information for each project:

- Name of contracting company or government agency
- Contact person's name, position, and current telephone number
- Scope of services performed
- Commencement and termination dates of services
- Approximate rates / fees earned from the contracting company
- Status and comments

- Comprehensive list of the individual's active relationships with other government entities and/or law firms.

## EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, the Vendor represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

## PROPOSAL EVALUATION

The City will select the most advantageous proposal based on a point system evaluation of all of the factors as set forth in this RFP (see evaluation form). However, cost is important to the City. The City will make the award that is in the best interest of the City based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process as shown on the evaluation form.

The City reserves the right to:

- Not select any of the proposals.
- Select only portions of a particular Vendor proposal for further consideration and negotiation (however, Vendor may specify portions of the proposal that they consider "bundled").
- Select a primary per diem municipal prosecutor to provide services to the City on a regular basis for multiple municipal court sessions per week, and a secondary per diem municipal prosecutor to serve the City's needs in the absence of the primary per diem municipal prosecutor, to serve in those instances where co-defendants require independent representation, and to serve in those instances where the primary per diem municipal prosecutor has a conflict.
- Request the Vendor(s) to demonstrate by oral, in-person presentation any services described in their proposal prior to award. Vendor will not be compensated for making the presentation.

**BASIS OF AWARD**
**EVALUATION CRITERIA**
**Professional Services – Licensed Attorney**
**Special Counsel – Tax Appeal Attorney**
**Term: January 1, 2012 through December 31, 2012**

The following is the criteria for evaluation of the proposal. Points shall be awarded based on the information contained in the proposal for each category as listed below on a scale of 1-10, with 10 meeting all required criteria and 1 not meeting the required criteria. The highest total score shall be the basis for the contract award.

| EVALUATION CRITERIA | SCORE/ POINTS |
|---|---|
| **TECHNICAL CRITERIA** | |
| Vendor's proposal demonstrates a clear understanding of the scope of work and related objectives | |
| Vendor's proposal is complete and responsive to the technical/RFP requirements | |
| Vendor evidences successful past performance of like projects | |
| **MANAGEMENT CRITERIA** | |
| History and experience in performing similar work | |
| Availability of personnel, facilities, equipment, etc. | |
| Qualification and experience of support personnel | |
| Comprehensive work plan and schedule | |
| Significant experience representing individual clients in criminal complaints | |
| Proof of licensure | |
| **COST CRITERIA** | |
| Cost of goods/services to be provided | |
| Quality and quantity of vendor's services to previous clientele | |
| Vendor's financial ability to meet obligations | |
| **POINT TOTALS** | |

# CITY OF HOBOKEN
# PROPOSAL DOCUMENT CHECKLIST
**Professional Services – Licensed Attorney**
**Special Counsel – Tax Appeal Attorney**
**Term: January 1, 2012 through December 31, 2012**

| REQUIRED | SUBMISSION REQUIREMENT | READ AND/OR SUBMITTED |
|---|---|---|
| X | One original/one electric/three paper copies of submission | |
| X | Proposal Forms | |
| X | Stockholder Disclosure Certificate | |
| X | Non-Collusion Affidavit | |
| X | New Jersey Business Registration Certificate | |
| X | Mandatory Affirmative Action Language | |
| X | Americans With Disabilities Act of 1990 Language | |
| X | Insurance | |
| X | Prevailing Wages | |
| X | Public Works Vendor Registration Act | |
| X | Nuclear-Free Hoboken Ordinance | |

# EXCEPTIONS and ADDENDUM TO SPECIFICATIONS

**Professional Services – Licensed Attorney**
**Special Counsel – Tax Appeal Attorney**
**Term: January 1, 2012 through December 31, 2012**

COMPANY NAME _____

Addendum:

1.

Exceptions:

1.

# FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME _____

COMPANY LOCATIONS (if more than one, list principal location first)

_____

_____

_____

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

_____

_____

_____

_____

_____

_____

_____

_____

NUMBER OF EMPLOYEES _____

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

_____

_____

_____

_____

YEAR COMPANY WAS ESTABLISHED _____

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____ TITLE: _____

DATE:_____

# STOCKHOLDER DISCLOSURE CERTIFICATION

## STOCKHOLDER DISCLOSURE FORM

**Name of Business:**

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

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Limited Partnership

☐ Limited Liability Corp. ☐ Limited Liability Partnership ☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

| | |
|---|---|
| Name:<br><br>Home Address: | Name:<br><br>Home Address: |
| Name:<br><br>Home Address: | Name:<br><br>Home Address: |
| Name:<br><br>Home Address: | Name:<br><br>Home Address: |

Subscribed and sworn before me this ___ day of _____, 2 __.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

**AMERICANS WITH DISABILITIES ACT OF 1990**
**ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____ TITLE: _____

DATE:_____

## THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

**********

CERTIFICATION: I hereby certify that _____ **does** / **does not** engage in the production of nuclear weapons or components. (Name of Vendor)

_____ Date

_____ Signature

_____ Title

# NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I, _____residing in_____

(name of affiant) (name of municipality)

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

I am _____of the firm of_____

(title or position) (name of firm)

_____the Vendor making this Proposal for the proposal entitled_____, and that I executed the said proposal

(title of proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Hoboken** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____

(name of Vendor)

Subscribed and sworn to
before me this day_____ 20_____

_____
(Type or print name of affiant under signature)

_____
Notary Public of _____

My Commission expires _____ 20_____