

THE UNION COUNTY IMPROVEMENT AUTHORITY

**REQUEST FOR QUALIFICATIONS
FOR THE PROVISION OF SPECIAL COUNSEL SERVICES**

- **Litigation Counsel**
- **Labor Counsel**
- **Conflicts Counsel**

ISSUE DATE: **Thursday, December 28, 2023 – 10:00 A.M.**

DUE DATE: **Thursday, January 25, 2024 – 10:00 A.M.**

Please submit responses to:

Dr. Bibi Taylor, Executive Director
Union County Improvement Authority
10 Elizabethtown Plaza, 5th Floor
Elizabeth, New Jersey 07207
Tel. 908-527-4025

<http://www.ucimprovementauthority.org/>

December 28, 2023

PUBLIC NOTICE
Union County Improvement Authority
Notice of Request for Qualifications

The Union County Improvement Authority (“UCIA”) is soliciting Qualification Statements from interested persons and/or firms for the provision of the below-listed services. Through a Request for Qualifications (“RFQ”) process, persons and/or firms interested in assisting the UCIA with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule set forth in the applicable RFQ. The UCIA will review Qualification Statements only from those persons and/or firms that submit a timely Qualification Statement containing all information required by the UCIA as set forth in the applicable RFQ. The UCIA intends to qualify persons and/or firms that (a) possess the professional, financial and administrative capabilities to provide the proposed services, and (b) agree to and meet the terms and conditions determined by the UCIA.

The selection of qualified persons and/or firms is not subject to the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., but is to be guided by the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.4 et seq. The UCIA has structured a procurement process that seeks to obtain the desired results, while establishing a competitive, fair and open process, to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ.

The RFQ documents will become available on Thursday, December 28, 2023 at 10:00 a.m. They may be obtained via download from the UCIA’s website – <http://www.ucimprovementauthority.org>. Questions pertaining to this Notice should be directed to Dr. Bibi Taylor, Executive Director, Union County Improvement Authority, at BTaylorUCIA@ucnj.org.

Qualification Statements must be delivered to, and be received by, Dr. Bibi Taylor, Executive Director, Union County Improvement Authority, 10 Elizabethtown Plaza, 5th Floor Elizabeth, New Jersey 07207 by Thursday, January 25, 2024 at 10:00 a.m. Qualification Statements must be enclosed in a sealed envelope, bearing the name and address of the Vendor and identifying the services the Vendor seeks to provide. Qualification Statements will not be accepted by facsimile transmission or e-mail. **Qualification Statements received after 10:00 a.m. on January 25, 2024 will be automatically rejected and returned to the sender.**

SERVICES:

1. Appraisal Services
2. Bond Counsel Services
3. Arbitrage Calculation Services
4. Architectural Services
5. Construction Management Services
6. Financial Advisor
7. General Counsel
8. General Engineering Services
9. Insurance Broker Service
10. Redevelopment Counsel
11. Renewable Energy Counsel
12. Special Counsel

/S/ Dr. Bibi Taylor
Executive Director, UCIA

One (1) Original Paper hard copy and

One (1) PDF electronic copy on a CD or Thumb Drive

SUBMISSION DEADLINE

Thursday, January 25, 2024 - 10:00 A.M.

ADDRESS ALL SEALED PROPOSALS TO:

Union County Improvement Authority

10 Elizabethtown Plaza -5th Floor

Elizabeth, NJ 07207

Attn: Dr. Bibi Taylor, Executive Director

“RFQ- SPECIAL COUNSEL SERVICES 2024”

OPENING

Thursday, January 25, 2024 at 10:00 A.M.

Union County Improvement Authority

10 Elizabethtown Plaza – 5th Floor

Finance Conference Room

Elizabeth, NJ 07207

Proposal delivery is strongly encouraged to be made by Commercial Mail Carrier (USPS, FEDEX, UPS) so that tracking information is confirmed. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If delivered by hand, you will not receive confirmation of delivery. **No** late proposals will be accepted. Proposals submitted by fax or e-mail **will not** be accepted.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose.

The Authority is soliciting Qualification Statements from interested persons and/or firms for the provision of the professional services described herein. Through a Request for Qualification process, persons and/or firms interested in assisting the Authority with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Authority will review only Qualification Statements that include all the required information as described herein. The Authority intends to qualify persons and/or firms that (a) possess the professional capabilities to provide the proposed services; (b) will agree to work under the compensation terms and conditions set forth; and (c) have demonstrated the capability and willingness to provide high quality services to the Authority.

1.2 Procurement Process and Schedule.

The services that are the subject of the RFQ constitute professional services in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and are not subject to public bidding. However, this RFQ process is being undertaken in accordance with the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.5 et seq. The Authority has structured a competitive procurement process which ensures that anyone interested in providing the services sought has an opportunity to submit a Qualification Statement in response to this RFQ.

The Authority’s Evaluation Team will evaluate responses to this RFQ in accordance with the criteria set forth in Section 5. Based upon the totality of the information contained in the Qualification Statement, and from the Vendors’ references, the Evaluation Team will determine which Vendors are qualified. Each Vendor that meets the requirements of the RFQ (in the sole judgment of the Authority) will be designated as a Qualified Vendor and considered for selection by the Authority.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are stated in the Anticipated Procurement Schedule. The Authority reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Vendors who have provided contact information to the Executive Director upon receipt of this RFQ.

CONTACT PERSON

Dr. Bibi Taylor, Executive Director
Union County Improvement Authority
10 Elizabethtown Plaza, 5th Floor
Elizabeth, New Jersey 07207
Tel. 908-527-4025

<http://www.ucimprovementauthority.org/>

SEALED PROPOSALS

Proposer must submit One (1) Original Paper hard copy and One (1) PDF electronic copy on a CD or Thumb Drive in a sealed envelope, labeled **“Qualifications for Special Counsel 2024”** addressed in accordance with the front page of this document.

INQUIRIES

All inquiries regarding the Request for Qualifications **must be submitted in writing** to the contact person listed above no later than five (5) business days before the opening of proposals which is on Thursday, January 25, 2024. Questions may be faxed or emailed to the contact person listed above.

ANTICIPATED PROCUREMENT SCHEDULE

	<u>DATE</u>
1. Issuance of Request for Qualifications	December 28, 2023
2. DUE DATE for Receipt of Qualification Statements	January 25, 2024
3. Anticipated Date for Qualification of Vendors and/or Award of Professional Services Contracts	February 6, 2024

1.3 Conditions Applicable to RFQ.

Upon submitting a Qualification Statement in response to this RFQ, the Vendor acknowledges and consents to the following conditions:

- This document is an RFQ and does not constitute an RFP.
- This RFQ does not commit the Authority to issue an RFP.
- All costs incurred by the Vendor in connection with responding to this RFQ shall be borne solely by the Vendor. There shall be no claims whatsoever against the Authority, its staff or consultants for reimbursement or payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.
- The Authority reserves the right to reject for any reason any and all responses and components thereof.
- The Authority reserves the right to reject any Vendor that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The Authority reserves the right, without prior notice, to supplement, amend, or modify this RFQ, or to request additional information.
- All Qualification Statements shall become the property of the Authority and will not be returned.

- All Qualification Statements will be made available to the public at the appropriate time, as determined by the Authority in accordance with law.
- Any Qualification Statements not timely received by the Authority will be rejected.
- The Authority shall not be liable for any claims or damages alleged to have been incurred as a result of this RFQ process, including the Authority's review of Qualification Statements and its award of contracts.

1.4 Rights of the UCIA.

The Authority reserves the following rights with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- To supplement, amend or otherwise modify the RFQ through issuance of addenda to all prospective Vendors who have received a copy of this RFQ.
- To waive any technical non-conformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Vendors who have received a copy of this RFQ.
- To conduct investigations of any or all of the Vendors, as the Authority deems necessary or convenient, to clarify the information provided as part of a Qualification Statement, and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time, commence a new procurement process, or exercise any other rights provided under applicable law without any obligation to the Vendors.

The Authority shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

1.5 Addenda or Amendments to RFQ.

After the issuance of the RFQ, but no later than five (5) business days prior to the Due Date, the Authority may issue addenda, amendments or answers to written inquiries. Addenda will be posted on the Authority's website, www.ucimprovementauthority.org. Addenda will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of any addenda issued.

1.6 Proposal Format.

Responses should cover all information requested in Section 3 of this RFQ. Responses that do not meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain

errors may be rejected.

1.7 Assignment

The Vendor shall not assign, transfer, convey or otherwise dispose of the Contract, or its rights, title or interest in or to the Contract or any part thereof without the prior written consent of the UCIA as evidenced and memorialized in a resolution authorizing such assignment or transfer attached to each copy of the Contract. The Vendor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless with the prior written consent of the UCIA evidenced by and memorialized in a written resolution of consent.

If the Vendor assigns, transfers, conveys or otherwise disposes of the Contract in whole or in part or of its right, title or interest therein without the prior written consent of the UCIA or any of the monies to become due under the Contract, to any person, firm, or corporation, then the UCIA may, at its option, revoke the Contract and thereupon the UCIA shall be relieved and discharged from any and all liability and obligations growing out of the Contract; provided that nothing herein contained shall be construed to hinder, prevent or affect the assignment for the benefit of the Vendor's creditors made pursuant to the statutes of the State of New Jersey.

1.8 Qualification

The UCIA may make such investigations as it deems necessary to determine the ability of the Vendor to perform the Services and the Vendor shall furnish to the UCIA all information and data for this purpose as the UCIA may request. The UCIA reserves the right to reject any response if the evidence submitted by or investigation of such Vendor fails to satisfy the UCIA that such Vendor is properly qualified to carry out the obligations of the Contract and to perform the Services.

1.9 Applicable Laws

The Vendor's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the Services shall apply to the Contract throughout the term of the Services, and they shall be deemed to be included in the Contract the same as though herein written out in full.

1.10 Affirmative Action Requirements

Each selected Vendor shall be required to comply with the provisions of New Jersey Department of Treasury, Affirmative Action Requirements of N.J.S.A. 10:5- 31 et seq. and N.J.A.C. 17:27.

1.11 Award of Contract

The UCIA reserves the right to reject any or all responses or to waive any material defect or informality in any response and to suspend or abandon this process at any time or from time to time.

1.12 Governing Law

New Jersey law will govern the interpretation of the General Conditions. Vendor consents to venue and jurisdiction in the State of New Jersey.

1.13 Partial Invalidity

In the event any provision of the General Conditions shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

1.14 State Sales Tax Exemption

The Authority is an organization exempt from the New Jersey State Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., in accordance with Section 9 of the Act, N.J.S.A. 54:32B-9(a)(1).

1.15 Labor

The Vendor shall and will be required to conform to the Labor Law of the State of New Jersey and the various acts Amendatory and Supplemental thereto, as applicable, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. The rate of wages for all laborers employed by the Vendor shall not be less than the prevailing wage rate so established for work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference as a part of the Contract.

1.16 Business Registration

The Vendor shall comply with P.L. 2004, c.57, the State Contractor Business Registration Program. Vendor shall be registered at the time of submission and shall provide proof of registration no later than at time of qualification.

1.17 Selection Process

The qualification criteria set forth in Section .2. The responses will be reviewed by the committee(s). This committee(s) and weighting of the criteria shall be disclosed at the time of the response/proposal opening. The committee(s) will recommend to the Board of the Authority qualification of vendor(s) and award of contract(s). The Board thereafter may adopt a resolution accepting the recommendations of the committees. Vendor(s) awarded contracts by the Authority may be required to sign contracts in a form directed by the Authority. Vendor(s) may also be required to provide the Authority with proof of insurance with coverages required by the Authority.

1.18 Record Retention

Vendors awarded contracts will be required to maintain all documentation related to products, transactions or services under the contract for a period of seven (7) years from the date of final payment. Such records shall be made available to the Office of the New Jersey State Comptroller upon request.

1.19 Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disabilities

The Contractor and the Union County Improvement Authority (“UCIA”) do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the “ADA”) (42 U.S.C. 12101 *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 UCIA 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 UCIA in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the UCIA, 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 UCIA grievance procedure, the Contractor agrees to abide by any decision of the UCIA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the UCIA or if the UCIA 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 UCIA 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 UCIA or any of its members, agents, servants, and employees, the UCIA shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the UCIA or its representatives.

It is expressly agreed and understood that any approval by the UCIA 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 UCIA pursuant to this paragraph.

It is further agreed and understood that the UCIA 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 UCIA from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

SECTION 2 SCOPE OF SERVICES

The Authority seeks Qualification Statements from Vendors that have expertise in the provision of Special Counsel Services. The Authority intends to qualify attorneys and/or law firms for the provision of Services as

Labor Counsel Litigation Counsel Conflicts Counsel

Vendors must state in their responses which of the Services they are interested in providing (i.e. Labor Counsel, Litigation Counsel, and/or Conflicts Counsel).

Vendors also must be able to demonstrate that they have the capabilities to perform the Services, which shall include, but not be limited to, the following:

Labor Counsel:

- a. Provide review and advice regarding the Authority's personnel policies and practices, especially regarding compliance with and interpretation of applicable federal, state and local statutes, rules, regulations and related operating parameters.
- b. Upon request, prepare and present staff training seminars on specific legal topics, especially in areas of statutory and regulatory personnel issues, e.g., anti-sexual harassment and discrimination policy, progressive discipline, Americans with Disabilities Act accommodations etc.
- c. All other labor/personnel related work, as required. All work commissioned and performed will be on an "as needed" basis; the contract maximum will only dictate the maximum amount of payment and will not establish any guaranteed levels of work.
- d. Have a minimum of ten (10) years' experience with public entities.

Litigation Counsel:

- a. General representation of the Authority in matters involving litigation on an as needed basis.
- b. Attendance at regular, special and emergency meetings of the Authority, as required.
- c. Attendance at all other meetings that the Authority or its Executive Director deems necessary.
- d. Preparation of legal opinions or legal memoranda requested by the Authority or its Executive Director.
- e. Review of all correspondence referred by the Authority or its Executive Director, and preparation of correspondence on behalf of the Authority as requested.
- f. Have a minimum of ten (10) years' experience with public entities.

Conflicts Counsel:

- a. Representation of the Authority as requested in the event of a conflict.
- b. Have a minimum of ten (10) years' experience with public entities.

Attorneys responding to this RFQ must be licensed to practice law in the State of New Jersey. The Authority anticipates qualifying firms capable of providing the Services at the Authority's annual Reorganization Meeting on February 6, 2024.

**SECTION 3
SUBMISSION REQUIREMENTS**

3.1 General Requirements.

Vendor's Qualification Statement must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information described below, Vendors are invited to submit supplemental information that may be useful to the Authority in evaluating the Qualification Statement. This information may include, for example, a firm profile or brochure. Vendors are encouraged to be clear, factual, and concise in their presentation of information.

Proposer shall submit an acknowledgement accepting the follow **Cost Proposal:**

Hourly rate for Partners:

\$185.00 Effective January 1, 2024

Hourly rate for Associates:

\$140.00 Effective January 1, 2024

Hourly rate for Paralegals

\$80.00 Effective January 1, 2024

As a public entity, the UCIA can only reimburse for expenses actually incurred. Accordingly, the UCIA will reimburse for the following itemized expenses ONLY:

- 1. Cost of duplication;
- 2. Priority Postage/Express Delivery;
- 3. Court costs and Filing Fees;
- 4. Transcript costs; and
- 5. Other such costs and expenses as may be PRE-APPROVED by the UCIA

3.2 Administrative Information Requirements.

The Vendor shall, as part of its Qualification Statement, provide the following

documentation and information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.
2. An executed Letter of Intent (Exhibit A) and completed Exhibits B, C, D, E, F, and G. Vendors' attention is called to Exhibit G (*Checklist*) and the additional information that will be required prior to executing a contract with the Authority.
3. Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue) (N.J.S.A. 52:32-44)
4. Letter of Federal Affirmative Action Plan Approval **OR** Certificate of Employee Information Report **OR** Employee Information Report Form AA302 (available at www.state.nj.us/treasure/contract_compliance)

3.3 Professional Information Requirements.

1. Vendor shall submit a description of its overall experience in providing the same or similar Services. At a minimum, the following information should be included as appropriate:
 - a. Description and scope of Vendor's work experience.
 - b. Three business references, including contact information.
 - c. Explanation of perceived relevance of Vendor's experience to the RFQ.
2. Describe those portions of the Vendor's services, if any that are sub-contracted. Identify all subcontractors the Vendor anticipates using in connection with the Services.
3. Resumes of key employees who will be assigned to provide the Services.

**SECTION 4
INSTRUCTIONS TO VENDORS**

4.1 Submission of Qualification Statements.

Vendors must submit **One (1) Original Paper hard copy and One (1) PDF electronic copy on a CD or Thumb Drive** of their Qualification Statements to the Designated Contact Person:

Dr. Bibi Taylor, Executive Director
Union County Improvement Authority
10 Elizabethtown Plaza, 5th Floor
Elizabeth, New Jersey 07207
Tel. 908-527-4025

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein:

1. Qualification Statements must be received by the Authority no later than the Due Date and must be mailed or hand-delivered. Qualification Statements forwarded by facsimile or email will not be considered. Qualification statements received after the designated time on the Due Date will be returned, unopened, to the sender. The Vendor is solely responsible for delays in delivery.
2. Qualification Statements and all Forms and other related information must be stapled or bound and signed by the Vendor. If Vendor is other than a natural person, the Qualification Statement must be signed by an individual with power to bind the Vendor.
3. The name of the Vendor and the position or contract for which the submission is being made must be printed on the outside of the package containing Vendor's submission. The Authority will, in its sole discretion, determine whether to qualify more than one Vendor for the Services.
4. Vendors are reminded to see Exhibit G for the documents that must be submitted with the proposal and those that that successful Vendors must present to the Authority prior to the Authority's executing a contract for services with the Vendor.

4.2 Legislative Compliance.

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.

SECTION 5 EVALUATION

The Authority's objective in soliciting Qualification Statements is to enable it to select a firm, individual, or organization that will provide high quality and cost-effective services to the Authority. The Authority's Evaluation Team will consider Qualification Statements only from firms, individuals, or organizations that, in the Evaluation Team's judgment, have demonstrated the capability and willingness to provide high quality services to the Authority in the manner described in this RFQ. The Evaluation Team will consider all relevant factors, including, but not limited to:

1. Experience similar to the Services requested in this RFQ, including adherence to deadlines, efficiencies, and economies utilized to reduce time and cost of an assignment.
2. Staffing professionals and support staff available to assist the Authority.
3. Familiarity with the Authority and/or similar public entities.
4. Vendor's apparent understanding of the Scope of Work requested.
5. Completeness of the Proposal.
6. Other factors determined to be in the best interests of the Authority.

Exhibit A
LETTER OF INTENT

(To be prepared on Vendor's Letterhead. No modifications may be made to this letter)

Date:

Dr. Bibi Taylor, Executive Director
Union County Improvement Authority
10 Elizabethtown Plaza, 5th Floor
Elizabeth, New Jersey 07207

Re: Letter of Intent

Dear Dr. Taylor:

The undersigned, as Vendor, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the Union County Improvement Authority (the "Authority") dated December 28, 2023 in connection with the Authority's need for professional services. The undersigned hereby states:

1. The Qualification Statement contains accurate, factual and complete information to the best of our knowledge and belief. The Qualification Statement is submitted in good faith. I/we understand that any false statement may result in my/our disqualification.
2. Vendor agrees to participate in good faith in the procurement process described in the RFQ and to adhere to the Authority's procurement schedule.
3. Vendor acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement, amendments thereto, and any other documents prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Vendor
4. Vendor hereby declares that the only persons anticipated by Vendor to perform the professional services for which this Qualification Statement is submitted are named herein and that no person other than those herein named participated in this Qualification Statement or will participate in any contract to be entered into between Vendor and the Authority. Vendor declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below, and that it has been prepared and submitted in good faith and without collusion or fraud.
5. Vendor acknowledges and agrees that the Authority may modify, amend, suspend and/or terminate the procurement process (in its sole judgment).
6. Vendor acknowledges that if it becomes the Successful Vendor and is awarded a contract to provide the Services, it shall comply with all applicable affirmative action and equal employment opportunity laws

Signed: _____
Printed: _____
Title: _____

**If a joint venture, partnership or organization other than a natural person is submitting a Proposal, this Letter of Qualification must be signed by an individual with the authority to bind the organization.*

EXHIBIT B

ADMINISTRATIVE INFORMATION

Contact Information:

Name:

Address:

Address 2 (if any)

Phone:

Fax:

Email:

Official Website:

- 1) Number of years the Vendors has been in practice. _____

- 2) Do any principals have immediate relatives who are Authority employees, Authority Commissioners, or Elected Officials? _____

- 3) Will any work be subcontracted? If yes, identify all subcontractors the Vendors anticipates using in connection with the Services. _____

- 4) Have there been any judgments within the last three years in which Vendors has been adjudicated liable for professional malpractice. If any, please provide the docket numbers. _____

- 5) Has the Vendors or its firm is now or has been involved in any bankruptcy or re-organization proceedings in the last ten years. If so, please provide the docket numbers. _____

EXHIBIT B (con't)

BUSINESS REFERENCES:

1)	Name:	
	Address:	
	Phone:	
	Email:	
	Website if applicable	
	Brief explanation of work provided	

2)	Name:	
	Address:	
	Phone:	
	Email:	
	Website if applicable	
	Brief explanation of work provided	

3)	Name:	
	Address:	
	Phone:	
	Email:	
	Website if applicable	
	Brief explanation of work provided	

Exhibit C

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127), N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C.* 17:27-5.2.

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

Exhibit C (continued)

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

ACKNOWLEDGEMENT:

Signature: _____

Print Name: _____

Date: _____

federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Union County Improvement Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Union County Improvement Authority** to notify the **Union County Improvement Authority** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Union County Improvement Authority** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Exhibit E

NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____,
In the County of _____, and the State of _____, of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Proposer herein, and I executed the Proposal with full authority to do so; that the Proposer has not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above-named Vendor, and that all statements contained in the Proposal and in this affidavit are true and correct, and made with full knowledge that the Union County Improvement Authority relies upon the truth of the statements contained in the Proposal and the statement in this affidavit in awarding the contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a 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)

Signature

Print or Type Name and Title

Subscribed and sworn to
before me this _____ day
of _____, 20____

(Seal) Notary Public of New Jersey
My Commission Expires _____

Exhibit F

**AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY**

The VENDOR and the UNION COUNTY IMPROVEMENT AUTHORITY (herein referred to as the AUTHORITY) do hereby agree that the provisions of Title 11 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 regulation promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the AUTHORITY pursuant to this contract, the VENDOR agrees that the performance shall be in strict compliance with the Act. In the event 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 AUTHORITY in any action or administrative proceeding commenced pursuant to this Act. The VENDOR shall indemnify, protect, and save harmless the AUTHORITY, 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 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 AUTHORITY'S grievance procedure, the VENDOR agrees to abide by any decision of the AUTHORITY, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding result in an award of damages against the AUTHORITY or if the AUTHORITY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the VENDOR shall satisfy any discharge the same at its own expense.

The AUTHORITY 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 AUTHORITY or any of its agents, servants, and employees, the AUTHORITY shall expeditiously forward or have forwarded to the VENDOR every demand, complaint, notice, summons, pleading, or other process received by the AUTHORITY or its representatives.

It is expressly agreed and understood that any approval by the AUTHORITY 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 AUTHORITY pursuant to this paragraph.

It is further agreed and understood that the AUTHORITY 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 AUTHORITY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

ACKNOWLEDGEMENT:

Signature: _____

Print Name: _____

Date: _____

Exhibit G

**CHECKLIST OF DOCUMENTS REQUIRED TO BE SUBMITTED
WITH QUALIFICATION STATEMENT**

		Check if Provided
1.	An executive summary (<i>not to exceed two (2) pages</i>) of the information contained in all the other parts of the Qualification Statement. (<i>Section 3.2 Administrative Information Requirements</i>)	
2.	Exhibit A - Letter of Intent	
3.	Exhibit B – Administrative Information (Contact information, Questionnaire, and References)	
4.	Exhibit C - Mandatory Equal Employment Opportunity language <u>N.J.S.A. 10:5-31 et seq.</u> (P.L. 1975, c. 127), <u>N.J.A.C. 17:27</u> Goods, Professional Service and General Service Contracts	
5.	Exhibit D – Statement of Ownership Disclosure	
6.	Exhibit E -- Non-Collusion Affidavit	
7.	Exhibit F -- Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability	
8.	Exhibit G -- Checklist of documents required to be submitted with qualification statement	
9.	Business Registration Certificate (BRC) from the State of New Jersey Department of Treasury, Division of Revenue) (<u>N.J.S.A. 52:32-44</u>)	
10.	Letter of Federal Affirmative Action Plan Approval OR Certificate of Employee Information Report OR Employee Information Report Form AA302 (available at www.state.nj.us/treasure/contract_compliance)	

DOCUMENTS REQUIRED PRIOR TO CONTRACT EXECUTION

(These documents may be submitted with Qualification Statement at Vendor's Option)

		Check if Provided
11.	Certificate of Insurance Evidencing Comprehensive Liability, Property/Casualty (\$2 million aggregate/\$1million per occurrence) (or less if Umbrella coverage is present); Workers Compensation (statutory limits); and Professional Malpractice (if applicable) (\$2 million aggregate/\$1 million per occurrence) <u>naming Authority as additional insured.</u>	

Signature: The undersigned Vendor hereby acknowledges that he/she has submitted the required documents with the Qualification Statement and will submit the remaining required documents prior to execution of a contract with the Authority, if the same are not also submitted with the Statement.

Name of Vendor/ Firm: _____

Print Name and Title: _____

Signature: _____

Date: _____

**THIS PAGE IS TO BE AFFIXED TO THE OUTSIDE OF A SEALED ENVELOPE
THEN PLACED IN A MAILING ENVELOPE**

**QUALIFICATION STATEMENT
FOR THE PROVISION OF
SPECIAL COUNSEL SERVICES**

DUE DATE: Thursday, January 25, 2024 at 10:00 A.M.

Please submit responses to:

Dr. Bibi Taylor, Executive Director
Union County Improvement Authority
10 Elizabethtown Plaza, 5th Floor
Elizabeth, New Jersey 07207