

# **TOWNSHIP OF HILLSIDE**

**COUNTY OF UNION  
STATE OF NEW JERSEY**

**REQUEST FOR PROPOSALS FOR VARIOUS  
PROFESSIONAL SERVICES**

**OUTSIDE LEGAL COUNSEL**

*FAIR AND OPEN PUBLIC SOLICITATION PROCESS*

**SUBMISSION DEADLINE: NOVEMBER 30, 2022 AT 11:00 A.M.**

**TOWNSHIP OF HILLSIDE**  
**PUBLIC NOTICE**  
**FOR THE SOLICITATION OF PROFESSIONAL SERVICES**

**NOTICE IS HEREBY GIVEN** that, in accordance with NJSA 19:44-20.5 et seq. through a fair and open process that sealed submissions will be received by the Township of Hillside, County of Union, State of New Jersey **November 30, 2022 at 11:00 am**, prevailing time, in the Municipal Courtroom, located at the **Township of Hillside Municipal Building, 1409 Liberty Avenue, Hillside Township, NJ 07205** then publicly opened and read aloud for the following:

1. Outside Legal Counsel (General Litigation/Appellate Practice, Labor/Employment and Human Resources, Redevelopment, Bond/Public Finance, Environmental Law, Tax Appeal, Land Use (Planning & Zoning) and Alcoholic Beverage Control)
2. Engineering Services (Township Engineer, Environmental Engineer and Land Use (Planning & Zoning))
3. Professional Planner
4. Township Auditor
5. Grant Writing Services
6. Financial Advisor
7. Insurance Brokerage Services
8. Animal Control Officer and Shelter Services
9. Real Estate Appraisal Services
10. Title Insurance Services

Proposals/Submissions will be received by the Township Clerk's Office on the date and time noted above. Firms do not need to be present and may mail or deliver proposal package to the attention of Hope M. Smith, Business Administrator at the above address prior to date and time above. **Envelopes/packages must be conspicuously marked RFP for "specify category."** Standardized submission requirements and selection criteria are on file and available on the Township website [www.hillsidenj.us](http://www.hillsidenj.us) and in the Clerk's Office during regular business hours, 8:00 AM to 4:00 PM, Monday through Friday, excluding holidays. **Addenda will also be posted on the Township website.**

**All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).**

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Township reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Township. The Township shall award the contract or reject all submissions no later than 60 days from receipt of same.

**TOWNSHIP OF HILLSIDE**  
**SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS**  
**UNDER THE FAIR AND OPEN PROCESS**

**STANDARDIZED SUBMISSION RULES AND INSTRUCTIONS**

1. The Township of Hillside is soliciting proposals for the provision of professional services to the Township for the contract period January 1, 2023 through December 31, 2023. Proposals will be accepted for the specific professional services set forth in the Public Notice, a copy of which is attached hereto.
2. The applicant understands and agrees that its proposal is submitted on the basis of the requirements prepared by the Township. The applicant accepts the obligation to become familiar with these requirements.
3. Applicants are expected to examine the requirements with care. Ambiguities, errors or omissions noted by applicants should be promptly reported in writing to the Township. In the event the applicant fails to notify the Township of such ambiguities, errors or omissions, the applicant shall be bound by its proposal.
4. No oral interpretation of the meaning of the specifications will be made to any applicant. Every request for an interpretation shall be in writing, addressed to the Township Clerk. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for receipt of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective applicants in accordance with NJSA 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the applicant in the proposal. The Township's interpretations or corrections thereof shall be final.
5. The proposal shall be addressed to the Township Clerk's Office at the Township of Hillside, 1409 Liberty Avenue, Hillside, New Jersey 07205 and shall be received in the Clerk's Office no later than November 30, 2022 at 11:00 A.M. Respondents must submit an **ORIGINAL** responsive submission, ONE (1) unbound copy of the responsive submission and ONE (1) copy on CD in pdf format.
6. **The proposal form shall be submitted in a sealed envelope bearing the name and address of the applicant written on the face of the envelope with the RFP category listed.**
7. It is the applicant's responsibility to see that proposals are presented to the Township on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the Township disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in paragraph 6 above must also appear on the outside of the delivery company envelope. **PROPOSALS RECEIVED AFTER THE DESIGNATED TIME AND DATE WILL BE RETURNED UNOPENED.**

8. All proposals shall include, at a minimum, the name, address and all contact information of the person or firm making the proposal; a statement of qualifications, including all applicable professional licenses held; a statement of experience in rendering such professional services to public entities; references; and a proposal for compensation or a schedule of fees to be charged for such professional services.
9. All proposals will be evaluated by the Evaluation Team of the Township of Hillside.
10. Proposals will be evaluated by the Evaluation Team of the Township of Hillside on the basis of the proposals deemed to be most advantageous, price and other factors considered. The evaluation may consider:
  - (a) Experience and reputation in the field of professional services;
  - (b) Knowledge and experience with the Township's form of government which is Mayor-Council Plan of the Optional Municipal Charter Law (NJSA 40:69A- 1 et seq.);
  - (c) Knowledge of the Township of Hillside and the subject matter to be addressed under the contract;
  - (d) Availability to accommodate any required meetings;
  - (e) Ability of the firm to perform the services on a timely basis, including staffing and familiarity with the subject matter;
  - (f) Compensation proposal;
  - (g) References; and
  - (h) Other factors, if determined to be in the best interest of the Township of Hillside and its agencies.
11. Any applicant successfully awarded a contract must agree to indemnify and hold the Township harmless from any liability to subcontractors and suppliers concerning payment for work performed or goods supplied and must also add the Township of Hillside as a named insured to any applicable insurance policies.
12. The successful respondent will be notified of the award of contract upon a favorable decision by the governing body.
13. Certificate of Professional Liability Insurance in a minimum of \$1,000,000 to be submitted with the proposal submission.

## **BACKGROUND**

The Legal Department “Department” of the Township of Hillside (“Township”) is seeking Request for Proposals from Respondents interested in serving as outside legal counsel to the Township of Hillside in a variety of practice areas.

The mission of the Department is to effectively represent and promote the Township’s legal interests in order to actively assist the Township in accomplishing its goals. In addition to providing legal representation in various aspects of law, including all litigation, the Department acts as legal advisor to the Mayor and Township Council. In accomplishing its work, the Department periodically requires assistance from Outside Counsel to complement its existing capabilities and address fluctuations in workload. As a result, the Township seeks to establish a List of Qualified Outside Counsel (“List”) from which future work may be assigned in an efficient and timely manner that also recognizes the Township’s goals related to standardizing its contract procurement processes and diversifying the pool of firms.

Respondents who meet the qualifications established in this RFP will be placed on the List and may be offered engagements to provide service on a periodic, AS-NEEDED basis, as determined by the Township Attorney. As the Township Attorney identifies the need for Outside Counsel, Engagement Letters will be issued with the specific requirements and terms of the engagement. Engagements will be assigned at the discretion of the Township Attorney as determined to be the best interests of the Township, based on the correlation between the type/complexity of the work required and the areas of specialization/expertise of the Respondents on the List. As such, the Township cannot guarantee any minimum volume of work, if any, for Respondents selected from the RFP process. Also, the Township reserves the right to engage Outside Counsel not on the list in accordance with Local Public Contracts law, if in the opinion of the Township Attorney, it is necessary to retain such Outside Counsel. Further, the engagement of Respondents will be limited to the specific provision of services to be set out in the Engagement Letter.

## **GENERAL DESCRIPTION OF PROFESSIONAL SERVICES NEEDED**

The Practice Areas for which outside counsel services may be needed include, but are not limited to, the following:

General Litigation / Appellate Practice
Labor/Employment & Human Resources
Redevelopment
Bond/Public Finance
Environmental Law
Tax Appeal
ABC Board

### **1. GENERAL LITIGATION AND REPRESENTATION, INCLUDING APPELLATE PRACTICE**

- Conducting legal research and drafting legal memoranda and opinion letters.
- Representing the Township in judicial, administrative, agency and/or summary proceedings relative to matters which are in litigation or which may result in litigation, including matters on appeal or which may result in an appeal.
- Provide advice, counsel and representation of the Township relative to matters which are in litigation or which may result in litigation, including any matters on appeal which may result in an appeal.
- Cooperating with the Township's insurance carrier(s) where the agency has insurance coverage which may pay some or all of the legal fees arising from a case in litigation.
- Provide the Township's Legal Department with written status reports as requested.
- Conducting legal research and drafting legal memoranda and opinion letters pertaining to issues of appellate practice and procedure.

### **2. LABOR RELATIONS & HUMAN RESOURCES**

Most of the Township's employees belong to one of eight unions that have collective bargaining agreements with the Township. These collective bargaining agreements must be renegotiated from time to time. Additionally, the collective bargaining agreements allow each union employee to request a grievance hearing for the purpose of contesting an adverse action taken against him or her by a supervisor. Respondents will be expected to provide representation in the following manner:

- If requested, presiding over employee grievance hearings and issuing written decision for each hearing presided over by the selected Respondent.
- Representing the Township in grievances, mediation and arbitration relating to labor matters with FOP Lodge 82, FOP Lodge 161, FMBA Lodge 35, FMBA Superior Officers Association, United Service Worker Union, IUJAT Local 255; Hillside Public Works Association; Communication Workers of America, Local 1040 and OPEIU Local 32;
- Representing the Township in court actions related to labor matters;
- Assisting the Township in negotiating union and employment contracts with prospective or current employees, and all related employment matters pertaining to unions;
- Advising the Township concerning other specific employment law matters, as well as counseling with respect to human resources-related legal issues, including the formulation and implementation of its personnel policies, as needed;
- Representing the Township in any judicial, administrative and summary proceedings involving the litigation of a claim or dispute regarding Labor Relations & Human Resources issues;
- Providing opinions on labor-related subjects, such as in connection with the application of existing, proposed and new legislation or regulations and providing advice to the Township in connection with miscellaneous labor-related matters;
- Advising the Township in connection with benefit and pension matters to the extent they affect collective bargaining negotiations and implementation;
- Advising the Township in anticipation of and during labor contract negotiations and if necessary representing the Township in court and making appearances before appropriate administrative bodies, including the Office of Administrative Law, Merit System Board, New Jersey Labor and Workforce Development tribunals and the United States Department of Labor;
- Representing the Township at labor arbitration hearings and in connection with any collateral claim arising from such a hearing;
- Assisting in policy development; and
- Conducting legal research and drafting legal memoranda on Labor Relations & Human Resources issues.

### **3. REDEVELOPMENT**

Provide representation in litigation arising under Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, **et seq.**) and Local Lands and Buildings Law (N.J.S.A. 40A:12-1, **et seq.**) and all powers attendant thereto such as eminent domain, relocation and appearances before local planning and zoning boards; Board of Construction Appeals and other state tribunals.

### **4. PUBLIC FINANCE / BOND COUNSEL**

Law firms who respond to this practice area should be experienced in the authorization, issuance, financing, sale and delivery of tax increment/allocation bonds, community facilities district bonds and/or multi-family housing or mortgage revenue bonds.

Services to be provided shall include:

- Negotiate, draft and review documents relating to the authorization, issuance, sale, financing and delivery of bonds, including but not limited to, Township resolutions, indentures, bond purchase contracts, and bond regulatory agreements;
- Assist with structuring the financing terms of bond issuances;
- Draft and/or review preliminary and final Official Statements and other underwriting documents;
- Provide customary Bond Counsel opinions and reliance letters;
- Prepare and organize closings, including execution of closing certificates and instruments;
- Assemble and distribute closing bond transcripts in both electronic and paper formats to financing team participants; and
- Advise the Township on public finance issues.

### **5. ENVIRONMENTAL**

- Provide legal advice, strategy and services on issues surrounding environmental hazards (e.g. lead-based paint, mold and asbestos) that may affect the Township residents, employees, planned or potential developments, or land transactions. This includes developing plans for responding to allegations of contamination, including, but not limited to remediation, under NJDEP and DEPE rules and regulations.

- Represent the Township in any judicial, administrative or summary proceedings involving the litigation of a claim or dispute on issues surrounding environmental hazards.
- Assist in policy development involving environmental hazards or Township liability.
- Conduct legal research and draft legal opinions on environmental hazard issues as they may arise.

## **6. TAX APPEAL**

- Provide legal advice, strategy and services on issues surrounding real estate tax appeals.
- Represent the Township in any judicial, administrative or summary proceedings involving the litigation of a claim or dispute on issues surrounding real estate tax appeals.
- Conduct legal research and draft legal opinions on real estate tax appeals as they may arise.

## **7. LAND USE**

- Review and aid in the preparation of Ordinances, Resolutions and legal documents pertaining to the Board.
- Attendance at regular, special and continued sessions of the Board.
- Attendance at work sessions and executive sessions of the Board.
- Conduct legal research and render legal opinions and assistance to the Board officials.
- Assist, when necessary, any other Attorney which the Township may engage.
- Assist the Board in other manner that may be necessary.
- Representation of the Board in litigation.
- Cooperate with the Council and Township Attorney regarding any matters pertaining to the Board.

## **8. ABC BOARD**

- Provide legal advice, strategy and services on issues surrounding the issuance, renewal and transfer of ABC retail licenses.
- Represent the Township in any judicial, administrative or summary proceedings involving the litigation of a claim or dispute on issues surrounding alcoholic beverage retail licenses.

- Conduct legal research and draft legal opinions on ABC licensing.

### **QUALIFICATIONS SUMMARY**

The Township will conduct a comprehensive, fair and impartial evaluation of all the Qualification Summaries received in response to this RFP. Each Qualification Summary will be analyzed to determine overall responsiveness and qualifications under this RFP. Qualifications to be evaluated may include the items listed below. The Township may select all, some or none of the Respondents for interviews. The TOWNSHIP reserves the right to place one, or more, or none of the Respondents on the List in the various Practice Areas. The Qualifications include:

- A. Being licensed to practice in New Jersey and Federal courts in which Respondent will represent the TOWNSHIP;
- B. Valid and current Business Registration Certificate;
- C. Being willing to accept engagements in conformance with RFP Attachment 1; and
- D. Having no actual or potential conflicts of interest with TOWNSHIP.

The Qualifications Summary must contain:

1. An interest letter identifying the types of matters set forth in Section II hereof for which you wish to be considered;
2. Description of Counsel and Summary of Experience – Provide a brief description of your firm or yourself, and the capabilities to provide the services required;
3. Personnel – Please provide a brief resume of the individuals who would provide the services, indicating the senior attorney in charge thereof. Provide a brief resume for each person and describe his/her experience in rendering services of the nature that TOWNSHIP seeks;
4. General Experience – Describe your experience assisting public housing authorities and other counties, municipalities and other governmental agencies;
5. New Jersey Presence;
6. Conflicts – Describe any existing or potential legal or other policy conflicts of interest, or appearance of conflict of interest, you may have, or which reasonably might arise, because of your proposed representation of the TOWNSHIP;
7. Investigations – State whether you or any principals in your firm have been (in the past five years) or are currently the subject of any Federal or State investigation or any investigation by any law enforcement agency, and indicate the nature of this investigation;
8. Litigation – Indicate any pending litigation in which you are involved which may directly or indirectly affect your ability to represent the TOWNSHIP in any manner;

9. Affirmative Action – Affirmative Action/Equal Employment Opportunity (AA/EEO) is one of the important factors considered by the TOWNSHIP in reviewing all responses.
10. Insurance – Please indicate the amount of professional malpractice insurance coverage which you carry, the amount of any self-retention and the name of the carrier;
11. Disclosure Statement - A completed Disclosure Statement Form set out in RFP Attachment 4. If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the Qualification Summary;
12. Proposed Fee Schedule – The firm should submit a blended hourly rate including the percentage discount the proposed hourly fee represents from your customary hourly fee for similar work applicable to (i) all attorneys; and (ii) all other persons, including law clerks and paralegals. Outside counsel fees do not include reimbursables, such as computer time, postage, telephone charges, travel, duplicating, etc. Reasonable expenses will be reimbursed to your firm; and

A completed Proposed Fee Schedule set out in RFP Attachment 3.

13. Signature Page - A completed Signature Page set out in RFP Attachment 7. The Signature Page must be signed by a person (or persons) who is authorized to bind the Respondent Firm.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN YOUR FIRM NOT BEING PLACED ON THE QUALIFIED LIST.

#### Other Considerations

- (a) Independent Contractor - Respondent agrees and understands that if engaged to provide services, it and all persons designated by it to provide services in connection with a contract, shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that TOWNSHIP shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have Township to bind the others or to hold out to third parties, that it has such authority, except by express consent of the TOWNSHIP.
- (b) Insurance - Respondent acknowledges and agrees that, if engaged to provide services, TOWNSHIP may require, as a condition on any Engagement Letter between TOWNSHIP and the Respondent, that Respondent will provide proof of insurance in amounts acceptable to TOWNSHIP, including, but not limited to, the following categories of insurance: Professional Liability, General Liability, Automobile Liability, and Worker's Compensation, if deemed necessary by the TOWNSHIP's Risk Manager.

### **EVALUATION CRITERIA**

The following criteria will be used to evaluate each proposal submitted.

1. Is Counsel's proposal complete and responsive to the specific RFP requirements?
2. Does Counsel's proposal demonstrate a clear understanding of the type of work the TOWNSHIP is seeking?

3. Has counsel performed and prior work on behalf of the TOWNSHIP?
4. Does counsel demonstrate a track record of experience in dealing with matters for which it is seeking qualifications?
5. Number of years counsel has been in practice and in dealing with matters of the type for which it is seeking qualification.
6. General reputation of counsel.
7. Qualifications and experience of attorneys and staff in performing the work.

#### **LIST OF QUALIFIED OUTSIDE COUNSEL**

- A. Upon TOWNSHIP's evaluation of Qualification Summary, Respondents will be notified of their acceptance to the List. Respondents not accepted to the List will be so notified. The list shall remain active for one year.
- B. Once selected, Respondents will remain on the List, subject to the periodic submission of required updated information regarding the selected Respondent, until they request to be removed or they are removed at the discretion of the Township Attorney.

If selected to be placed on the List, Respondents will be required to:

- A. Provide the TOWNSHIP with not less than annual updates of the required Disclosure Statement during the period Respondent is included on the List;
- B. Provide the TOWNSHIP with periodic updates regarding staff changes to include deletions and additions to staff and proposed hourly rates for such new staff;
- C. Maintain hourly fees for professional services at the level acceptable to the TOWNSHIP for a period of one (1) year from the date of being placed on the List;
- D. Accept assignments through Engagement Letters that will specify the work to be performed, term and budget (if applicable);
- E. Adhere to the applicable to the Township of Hillside Guidelines for Outside Counsel that are included in the Engagement Letter;
- F. Understand and be responsive to the TOWNSHIP's goals for assigned work and be able to complete the assigned matters to achieve those goals;
- G. Provide competent legal counsel and advocacy;
- H. Provide required resources in order to support the work assigned;
- I. Accomplish the assigned work in a manner that is efficient in terms of time, staffing and costs;
- J. Maintain professional relationships and work with the TOWNSHIP Legal Department and other TOWNSHIP staff as part of a team, including providing needed reports, briefings to members of the TOWNSHIP Legal Department and/or TOWNSHIP staff, as required by the TOWNSHIP and as incorporated in the Engagement Letter and; maintain open communication and accessibility to all concerned;

K. Invoice the TOWNSHIP for services rendered; and

L. Agree to provide insurance as may be required for individual engagements.

## RFP ATTACHMENT 1

### ENGAGEMENT LETTER AND GUIDELINES ENGAGEMENT LETTER (Transactional)

*Date*

*Name of the Firm*

*Attn: Lead Attorney*

*Address*

*Address*

Re: *(Insert Matter Name)*

Dear \_\_\_\_\_:

This Engagement Letter confirms that *(Insert Name of Firm)* (the "Outside Counsel") will represent the Township of Hillside (the "TOWNSHIP") in the *(Insert Matter Name)*. Your acceptance of this representation (the "Representation") becomes effective upon complete execution of this Engagement Letter.

#### Terms of Engagement

This Engagement Letter sets out the terms of Outside Counsel's engagement in the Representation. The execution and return of this Engagement Letter constitutes an unqualified agreement to all the terms set forth in this Engagement Letter, as well as its Exhibit A - Legal Matter Transmittal Form and Exhibit B - Township of Hillside Guidelines for Outside Counsel, both of which are attached and incorporated herein.

It is understood and agreed that your engagement is limited to the Representation as more fully described in the "Description of the Representation" on Exhibit A. Outside Counsel is not being retained as general counsel, and Outside Counsel's acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

All aspects of Outside Counsel's representation shall be coordinated with the Township Attorney listed in Exhibit A. The Township Attorney shall make all strategic decisions regarding this Representation in conjunction with the Administration, as necessary.

#### Authorized Personnel, Legal Fees and Costs

*(Insert Name of Lead Attorney)* will be the lead attorney in the Representation. The TOWNSHIP may call, write or e-mail *(Insert Name of Lead Attorney)* whenever the TOWNSHIP has any questions about the Representation. Other Outside Counsel personnel, as listed in Exhibit A, are authorized to participate in the Representation. Legal fees in the Representation will be based on the time spent by authorized Outside Counsel personnel. Hourly rates for services in connection with the Representation, as previously agreed upon between TOWNSHIP and Outside Counsel, are noted for each authorized individual.

*[Insert the following when appropriate]:* The estimated maximum fee for this Representation will not exceed the amount of *[Insert maximum fee]*. Outside Counsel is expected to monitor its billings against this estimate and contact the Township Attorney when 75% of the estimated maximum fee is exhausted.

This Engagement Letter, together with its attachments, constitutes the entire terms of the engagement of Outside Counsel, in the Representation. (In the event of a conflict between any of these documents, the documents shall govern in the following order: Engagement Letter, Township of Hillside Guidelines for Outside Counsel, and Legal Matter Transmittal Form). The written terms of engagement are not subject to any oral agreements or understandings and can be modified only by further written agreement signed both by the Township Attorney and *(Insert Name of Lead Attorney)*. Unless expressly stated in these

terms of engagement, no obligation or undertaking shall be implied on the part of the TOWNSHIP or Outside Counsel.

Please review this Engagement Letter carefully. If this Engagement Letter is acceptable, please sign it together with Exhibit A. Sign and return one original of the Engagement Letter and Exhibit A, along with a copy of Outside Counsel's insurance certificate to the Township of Hillside, Legal Department, 1409 Liberty Avenue, Hillside, NJ 07205 by (Insert Due Date). If you have any questions concerning this engagement, please call Ellen M. Harris, Acting Township Attorney at (973) 926-3002.

Sincerely,

\_\_\_\_\_  
Ellen Michelle Harris  
Acting Township Attorney

(Insert Name of Firm), AGREES TO AND ACCEPTS THIS LETTER AND THE ATTACHED TERMS OF ENGAGEMENT:

\_\_\_\_\_  
(Insert Name of Lead Attorney),  
(Insert Title),  
(Insert Name of Firm)

\_\_\_\_\_  
Date

**EXHIBIT A TO ENGAGEMENT LETTER  
LEGAL MATTER TRANSMITTAL FORM**

**Matter Name:** \_\_\_\_\_

**Matter Type (check one):**     **Transactional**                       **Litigation**

**Claim Number (if applicable):** \_\_\_\_\_

Description of the Representation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Name of Claims Adjustor (if applicable):** \_\_\_\_\_

**Name of Outside Counsel Firm:** \_\_\_\_\_

**Name of Lead Attorney:** \_\_\_\_\_

**Authorized Personnel and Associated Hourly Rates:**

The table below includes the hourly rates for all attorneys that are authorized to work on and to bill their time to the above referenced Matter. If additional staffing is required, Lead Attorney should discuss with the Township Attorney in accordance with the Guidelines for Outside Counsel appropriate to the Matter Type referenced above.

<b>Name(s) of Authorized Personnel</b>	<b>Hourly Rate</b>
<i>(Insert Name of Lead Attorney)</i>	<i>(Insert Hourly Rate Associated with this person)</i>
<i>Insert Names of Other Authorized Personnel</i>	<i>(Insert Hourly Rate Associated with this person)</i>
<i>Additional rows may be added</i>	

By signing below, Outside Counsel acknowledges it has received and reviewed the contents of the Township of Hillside Guidelines for Outside Counsel which are appropriate to the Matter Type indicated above and acknowledge their willingness to comply with these policies and procedures with respect to the matter assigned herein. Outside Counsel also acknowledges it is responsible for insuring that their firm's lawyers adhere to the policies and procedures set out in the Guidelines.

\_\_\_\_\_  
**Authorized Signatory for the Outside Counsel**

\_\_\_\_\_  
**Date**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT B TO ENGAGEMENT LETTER  
GUIDELINES FOR OUTSIDE COUNSEL (Transactional)**

**I. INTRODUCTION**

- A. Acknowledgement:** All Outside Counsel firms shall review the contents of these guidelines and acknowledge their willingness to comply with these policies and procedures with respect to all existing and future matters for which the firm is retained. It is the responsibility of Outside Counsel to insure that all of their firm's lawyers adhere to the policies and procedures set out in these guidelines.
- B. Engagement Letters:** Referrals of legal matters to Outside Counsel will be done through Engagement Letters that set out the terms of the engagement in the matter. Each Engagement Letter shall be accompanied by 1) a Legal Matter Transmittal Form (the "Form"); and 2) a copy of these Township of Hillside Guidelines for Outside Counsel (the "Guidelines"). The Form will: 1) identify the name of the matter; 2) describe the requirements of the representation; 3) list the name of the Township Attorney who shall act as the TOWNSHIP's liaison with Outside Counsel; 4) list the Outside Counsel firm and the name of the Lead Attorney for the Outside Counsel firm; and 5) provide a list of names and approved billing rates for Outside Counsel personnel who will be authorized to work on the representation. To accept the engagement, Outside Counsel will be required to sign the Engagement Letter and the Form and return them along with other required documents to the TOWNSHIP Legal Department, Contracts Division by the due date to be stated in the Engagement Letter. Work on the file is limited to the Representation as set forth on the Form and may not be billed until receipt of this Form, unless otherwise agreed to by The Township Attorney.
- C. Conflicts of Interest:** The TOWNSHIP provides legal representation not only for itself, but also to its officers, directors, elected or appointed officials, board or commission members, and employees when such persons are acting within the scope of their duties or employment. **No law firm with an attorney - client relationship with the Township of Hillside may represent any person or other entity in any matter or engagement where the TOWNSHIP has an interest and the interests of such person or entity actually or potentially conflict with the TOWNSHIP's interest.**

Immediately upon receipt of an Engagement Letter, Outside Counsel will perform a conflict check and inform the Township Attorney, in writing, of any actual or potential conflict of interest or provide a statement that no conflicts exist. In the event an identified conflict cannot be resolved to the TOWNSHIP's Attorney's satisfaction, the TOWNSHIP may decline to use the Outside Counsel. **In the event Outside Counsel determines there is such a conflict of interest or potential conflict of interest after the Representation commences, he/she must notify The Township Attorney, in writing, immediately.**

- D. Staffing:** Outside Counsel is expected to staff the Representation with appropriate resources and provide representation services in a manner that is both beneficial to the TOWNSHIP's legal interests and cost effective.

Law firms are retained because of their expertise. Accordingly, time spent educating lawyers within the firm on applicable substantive law should not be billed to the TOWNSHIP. However, the TOWNSHIP does not want to discourage the involvement of associates or paralegals who can provide quality services at a lower hourly fee and encourages Outside Counsel utilize junior attorneys and paralegals capable of performing a given task with the understanding that the quality of the work must be maintained.

- E. Work Product:** As a matter of ongoing practice, Outside Counsel should consult with The Township Attorney on significant tactical and procedural decisions, particularly when negotiations are involved. The Township Attorney must be informed of the scheduling of meetings, hearings, and/or contract negotiations and mediations regarding the legal matter for which Outside Counsel is retained.

All complete and final drafts of agreement(s), documents, legal memoranda, correspondence, reports, information and other data given to, prepared or assembled by Outside Counsel in furtherance of work performed on behalf of the TOWNSHIP, and any other related documents or items, shall become the sole property of the TOWNSHIP and shall be

delivered to the TOWNSHIP, without restriction on future use, in accordance with Article II, File Documentation below. Outside Counsel may make copies of any and all documents for its files, at its sole cost and expense.

Outside Counsel will promptly notify The Township Attorney or The Township Attorney of all requests for information or documents that it may receive. Outside Counsel will further cooperate with the TOWNSHIP in its production of public information or requests to the Attorney General for a determination on whether the requested information is excepted from disclosure to the public. It is understood that firm policies regarding inner office e-mails and work product may not excuse Outside Counsel from producing documents which are not considered confidential under New Jersey or Federal law.

## II. FILE DOCUMENTATION

- A. **Research:** Research performed by Outside Counsel which is reduced to writing and billed to the file, should be forwarded to The Township Attorney upon completion.
- B. **Summaries:** A concise summary of meetings or hearings shall be forwarded to The Township Attorney immediately following said transaction and/or meeting, if The Township Attorney is not in attendance or does not otherwise have personal knowledge of the substance of the meeting.
- C. **Correspondence:** Copies of correspondence regarding the Representation for which Outside Counsel has been engaged shall be forwarded to The Township Attorney upon receipt.
- F. **Document Repository:** Outside Counsel shall create a repository for all documents generated as a result of this Representation. In fulfillment of this responsibility, Outside Counsel shall follow the requirements for Project Documents and Execution Documents below.
  - 1. **Project Documents:** Copies of all documents and messages should be indexed and added to the repository at the earliest opportunity that does not interfere with providing the legal services required under the Representation. Upon completion of the Representation, the entire repository shall be transferred directly to The Township Attorney for permanent storage.

One copy of all paper or electronic documents received or generated during the Representation shall be placed in the repository. Additionally, a complete set of substantive email messages is required as a part of the fulfillment of this requirement. At a minimum the repository must include one copy of:

- a. electronic messages,
- b. letters,
- c. memorandums,
- d. drafts of project documents that are still useful, and
- e. Legal and general research.

Questions regarding which documents should be added to the repository should be directed to the Township Attorney.

Repository copies of documents are in addition to normal document circulation and staffing requirements such as courtesy copies.

The repository copies of documents may be stored in and delivered to the TOWNSHIP in electronic form so long as such storage complies with the State and TOWNSHIP records retention requirements. Questions about suitable format should be directed to The Township Attorney's Records Liaison Officer.

- 2. **Execution Documents:** Outside Counsel shall ensure that the documents that must be executed by any TOWNSHIP official are delivered in complete form with all referenced attachments to the Township Attorney with a distinctive cover sheet, clearly identifying the items to be executed and the name or position of the person that must sign the document. In the absence of the Township Attorney, the documents should be delivered directly to The Township

Clerk's Office. Except in highly unusual circumstances, documents should not be submitted to a TOWNSHIP official for execution unless all other parties have executed the documents.

Upon completion of the Representation, the Outside Counsel shall add one set of all executed documents to the repository.

### III. BILLING PROCEDURES

**A. Rates:** Billing rates are agreed upon at the time Outside Counsel is added to the List and shall remain in effect for a period of two years from such date. In planning for each engagement to be assigned to Outside Counsel, TOWNSHIP and Outside Counsel will discuss the names of the attorneys and paralegals that will comprise the authorized Outside Counsel personnel complement for the engagement. The names and the associated hourly rates for the authorized Outside Counsel personnel will be listed on the Form.

**B. Invoices:** Outside Counsel will present to the TOWNSHIP Legal Department, Contracts Division its invoice for work performed on a monthly basis for work performed the previous month no later than the 15<sup>th</sup> of each subsequent month. Each invoice should comply with the Invoice Format included in Attachment 1 to these Guidelines and shall be printed on Outside Counsel's letterhead. To be paid, invoices shall be accompanied by copies of research and meeting/hearing summaries that were produced during the billing period. To the extent billing policy exceptions have been granted by The Township Attorney for a particular matter, a statement of the exceptions should appear on each affected invoice or in a separate cover letter/enclosure accompanying the invoice.

Outside Counsel shall bill time in hourly increments which are no larger than 1/10 of an hour.

The TOWNSHIP reserves the right to decline to pay any bill received more than ninety (90) days after the end of the billing period in which the work that is the subject of the bill was performed.

If the TOWNSHIP inadvertently pays a bill that, upon further review, proves not to be in compliance with the Engagement Letter, the Form, or these Guidelines, the TOWNSHIP retains the right to obtain from Outside Counsel reimbursement of such charges or to deduct such payment from subsequent payments due to Outside Counsel.

**C. Non-Compensable Fees:** Fees for the following tasks or activities will not be compensated unless specifically authorized in writing by The Township Attorney:

1. Services that are clerical in nature, such as word processing, regardless of who performs such services or at what rate they are performed (normal, temporary or overtime);
2. Repetitive file review;
3. Duplicative tasks;
4. File or document organization;
5. Preparing and processing invoices;
6. Responding to audit inquiries;
7. Conferences involving attorneys, paralegals and other personnel from the firm, which involve routine administrative coordinating or assignment related matters;
8. Time spent upon reassignment of a matter to another attorney, in familiarizing that attorney with the file;
9. Charges for opening and/or updating files;
10. Research of relatively routine matters, which should be within the knowledge of experienced attorneys or research in excess of ten (10) hours;
11. Time spent training lawyers on applicable substantive law;
12. Time spent preparing reports; and
13. Billing for attendance at meetings on behalf of the TOWNSHIP by multiple attorneys from the firm.<sup>0</sup>

**D. Expenses:** As a general rule, expenses will be reimbursed only at Outside Counsel's cost. Requests for expenses reimbursements should be submitted with the monthly invoice. Expenses will not be reimbursed by the TOWNSHIP except with the regular billing cycle and when accompanied by a properly documented receipt or invoices, and for which

prior approval is obtained as set forth below. Outside Counsel should not have service providers such as copy services and couriers bill the TOWNSHIP directly.

The following expenses will not be reimbursed unless specifically authorized in writing by The Township Attorney:

1. Meals or transportation for clerical support;
2. Intra-TOWNSHIP fax charges;
3. In-house delivery service;
4. Computer charges for computerized research such as Westlaw or Lexis;
5. Office supplies.

**E. Auditing of Bills:** The TOWNSHIP has the right to audit all bills presented for payment or actually paid by the TOWNSHIP. For this purpose, the TOWNSHIP may use in-house auditors or the services of an independent auditor. Outside Counsel shall make available in his/her/their office any and all documentation deemed necessary by TOWNSHIP or its designated representative to conduct said audit. The TOWNSHIP will give Outside Counsel at least seven (7) business days' notice of any such audit.

In the event Outside Counsel bills are audited, the TOWNSHIP will not pay any costs incurred by Outside Counsel in responding to audit requests or for time spent with the auditors.

ATTACHMENT 1 TO GUIDELINES FOR OUTSIDE COUNSEL  
INVOICE FORMAT

Date

TOWNSHIP OF HILLSIDE  
Attn: Township Attorney  
1409 Liberty Avenue  
Hillside, New Jersey 07205

Re: Invoice #: \_\_\_\_\_  
Legal Services for *(Insert period covered by invoice)*:  
Name of Matter /Claim Number: \_\_\_\_\_

**LEGAL SERVICES RENDERED:**

<u>Date</u>	<u>Initials of Provider</u>	<u>Description of Task</u>	<u>Hrs</u>	<u>Cost (Hrs x Fee)</u>
			Total Hours	XXX
			Total Fees	\$\$\$\$

**DISBURSEMENTS/EXPENSES:**

<u>Date</u>	<u>Description of Expense</u>	<u>Amount</u>
	Total Disbursements/Expenses	\$\$\$\$
	<b>TOTAL THIS INVOICE</b>	<b>\$\$\$\$</b>

**SUMMARY**

<u>List the Name and Billing Rate for For Each Service Provider Billed</u>	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>Total Cost</u>
--	--------------------	--------------------	-------------------

## **STATUTORY AND OTHER REQUIREMENTS**

### **A. Mandatory Affirmative Action Certification**

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-32 et seq. (Pl. 1975, c.127).

1. Procurement, Professional and Service Contracts All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:
  - a. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
  - b. A photocopy of an approved Certificate of Employee Information Report, or
  - c. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

### **B. Stockholder Disclosure**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten 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. Form of Statement is enclosed and shall be completed and returned with proposal.

### **C. Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is enclosed with this RFP, shall be properly executed and submitted with the proposal.

### **D. New Jersey Business Registration Requirements Non-Construction Contracts**

NJSA 52:32-44 requires that each vendor submit proof of business registration with the RFP package. Proof of registration shall be a copy of the Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue on-line at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at 609-292-1730.

The Township reserves the right to reject any or all proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to carry out the obligation of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

### **Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the Governing Body.

## **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 the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

## **TOWNSHIP OF HILLSIDE**

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

The CONTRACTOR and the TOWNSHIP OF HILLSIDE (herein referred to as the Township) 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 regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

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

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

# **TOWNSHIP OF HILLSIDE**

## **STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA** ***(FAIR & OPEN PUBLIC SOLICITATION PROCESS FOR PROFESSIONAL SERVICES)***

The Township of Hillside is seeking sealed submissions in response to a Public Notice for the Solicitation of a Professional Service Contracts.

### **The standardized submission requirements shall include:**

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.
2. References and record of success of same or similar service.
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).
4. Cost details; including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

### **The selection criteria to be used in awarding contracts shall include:**

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.
2. Experience and references.
3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.
4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

### **Please Note this Additional Requirement:**

Professional services entities shall submit **one (1) original (clearly mark the original copy), one (1) unbound copy** of their sealed submission and **one (1) copy on CD in pdf format**, on the date of the public opening and reading.

# TOWNSHIP OF HILLSIDE

## CHECKLIST

*The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:*

1. Non-Collusion Affidavit ..... \_\_\_\_\_
2. Disclosure of Ownership Form ..... \_\_\_\_\_
3. Insurance Requirement Acknowledgement Form ..... \_\_\_\_\_
4. Mandatory Equal Employment Opportunity Notice Acknowledgement ..... \_\_\_\_\_
5. Copy of your **Business Registration Certificate** as issued by the State of New Jersey, Department of Treasury, Division of Revenue (Strongly suggested that this be submitted with submission) ..... \_\_\_\_\_
6. Professional Service Entity Information Form ..... \_\_\_\_\_
7. Submission Form ..... \_\_\_\_\_
8. Acknowledgement of Corrections, Additions or Deletions Form ..... \_\_\_\_\_
9. Acknowledgement of Receipt of Addenda ..... \_\_\_\_\_
10. Vendor Documentation Retention ..... \_\_\_\_\_
11. Disclosure of Investment Activities in Iran ..... \_\_\_\_\_

### Reminder

**Please submit one (1) original, one (1) unbound copy of your proposal, one (1) copy on CD in pdf format and all required documents, in A SEALED ENVELOPE labeled with your name & the title of submission.**

**TOWNSHIP OF HILLSIDE**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_ ss:

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 bidder making this Proposal for the RFP entitled \_\_\_\_\_,  
(Title RFP)

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Township of Hillside** 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 Business Entity)

Subscribed and sworn before me this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_

(Type or print name under signature)

Notary public of  
My Commission expires \_\_\_\_\_

(Seal)

# TOWNSHIP OF HILLSIDE

## DISCLOSURE OF OWNERSHIP FORM

**N.J.S.A. 52:25-24.2** reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below

**COMPLETE ONE OF THE FOLLOWING STATEMENTS:**

**I. Stockholders or Partners owning 10% or more of the company providing the submission:**

NAME: ADDRESS:

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

**II. No Stockholder or Partner owns 10% or more of the company providing this submission:**

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

**III. Submission is being provided by an individual who operates as a sole proprietorship:**

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

**IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):**

\_\_\_\_\_ Limited Partnership \_\_\_\_\_ Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership \_\_\_\_\_ Subchapter S Corporation

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

# **TOWNSHIP OF HILLSIDE**

## **INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the Township's Clerk's Office upon award of contract by the Township.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

### **A. Commercial General Liability (CGL)**

1. CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products - Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, and \$2,000,000 General Annual Aggregate.
2. CGL coverage shall be written on a current version of ISO Occurrence Commercial General Liability Coverage form CG 00 01 or a form providing equivalent coverage and shall cover liability arising from premises, ongoing operations, independent contractors, products-completed operations, and personal and advertising injury.
3. The Owner and all other parties required by the Owner, shall be named as additional insureds on the CGL coverage part using Additional Insured - Owners, Lessees or Contractors CG 20 10, Additional Insured - Owners, Lessees or Contractors - Completed Operations CG 20 37, or endorsements providing equivalent coverage to the additional insureds. Coverage for the additional insureds shall be as broad as the coverage provided for the named insured Professional Service Entity. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
4. The Professional Service Entity shall maintain CGL coverage for itself and all additional insureds for the duration of the contract.

### **B. Automobile Liability**

1. Business Auto Liability with limits of at least \$ 1,000,000 each accident.
2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

### **C. Commercial Umbrella**

1. Umbrella limits must be at least \$ 1,000,000 and must provide coverage over all underlying policies.
2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

### **D. Workers Compensation and Employers Liability**

1. Coverage A- Statutory
2. Coverage B -Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for injury by disease and \$1,000,000 for total policy bodily injury by disease.
3. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
4. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

**E. Professional Liability Insurance**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

**F. Waiver of Subrogation (Waiver of Transfer of Rights of Recovery Against Others to Us)**

Professional Service Entity shall waive all rights against Owner and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above and where permitted by law.

**G. Certificates of Insurance**

Professional Service Entity shall provide the Owner, prior to commencement of work, valid Certificates of Insurance, and all applicable additional insured endorsements, verifying that the foregoing insurance requirements have been met. Professional Service Entity understands the terms of this Insurance Requirements agreement and acknowledges that it is part of any contract or as a standalone Insurance Requirements Agreement.

***Acknowledgement of Insurance Requirement:***

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name and Title)

**TOWNSHIP OF HILLSIDE**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE**  
**(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)**

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

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

The successful professional service entity shall submit to the Township of Hillside, 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. 17:27-1.1 et seq.;

**OR**

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Township of Hillside to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Township of Hillside during normal business hours.

The successful professional service entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the Township of Hillside, and the gold *Vendor* copy is retained by the professional service entity.

**The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.**

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

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

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

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

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

Certificate No. \_\_\_\_\_

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor Robert J. [Name] has submitted an Employee Information Report pursuant to H.R.G.C. (75F-1) of 2001, and that the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_.

**VOID**



State Treasurer

**VOID**

## **BUSINESS REGISTRATION CERTIFICATE**

### **ATTENTION ALL PROFESSIONAL SERVICE ENTITIES**

On June 29, 2004, Governor McGreevey signed P.L. 2004, c.57, Business Registration of Contractors with Government Agencies, into law. Effective September 1, 2004, all business organizations that do business with a local contracting agency (i.e. Township of Howell) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

A "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Further information may be obtained by visiting the following web site at the State of New Jersey: [www.nj.gov/treasury/revenue/busregcert.htm](http://www.nj.gov/treasury/revenue/busregcert.htm)

### **Goods & Services Contracts (including purchase orders):**

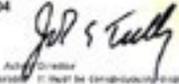
N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor 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 contractor, 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.

**The Township of Hillside strongly suggests that a copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue, be provided at the time of submission.**

**SAMPLE BUSINESS REGISTRATION CERTIFICATE**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 212 TRENTON, NJ 08646-0212
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION: <b>970-097-062/000</b>	SEQUENCE NUMBER: <b>0007230</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>09/01/03</b>		
FORM SRC(06-01)	<small>Acting Director</small>	

This Certificate is NOT assignable or transferable. It must be continuously employed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1095907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

# TOWNSHIP OF HILLSIDE

## PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If individual has a **TRADE NAME**, give such trade name:

Trading As: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

\*\*\*\*\*

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Social Security Nos.: \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

\*\*\*\*\*

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name of agent in charge of said office upon whom notice may be legally served:

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

Signature By: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_





# TOWNSHIP OF HILLSIDE

## ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, \_\_\_\_\_ of the firm \_\_\_\_\_  
hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in  
this Submission Package.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Type or Print name of affiant and Title, under signature)*

\_\_\_\_\_  
*(Date)*

**TOWNSHIP OF HILLSIDE**

**ACKNOWLEDGEMENT OF ADDENDA POSTED ON WEBSITE**

www.hillsidenj.us

The undersigned respondent hereby acknowledges that they are aware of the following Addenda which have been posted on the Township of Hillside's website:

**Addendum Number:**

**Dated:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

**Signature required ONLY in the case of any addenda actually being issued for this RFP**

**VENDOR DOCUMENTATION RETENSION**

**N.J.A.C. 17:44-2.2**

THE VENDOR SHALL MAINTAIN ALL DOCUMENTATION RELATED TO PRODUCTS, TRANSACTION OR SERVICES UNDER THIS CONTRACT FOR A PERIOD OFFIVE YEARS FROM THE DATE OF FINAL PAYMENT. SUCH RECORDS SHALL BE MADE AVAILABLE TO THE NEW JERSEY OFFICE OF THE STATE COMPTROLLER UPON REQUEST.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TOWNSHIP OF HILLSIDE**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Contract Number: \_\_\_\_\_ Bidder/Proposer: \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Township of Hillside finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a bid/proposal:**

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Hillside under penalty of perjury. Failure to provide such will result in the bid/proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

**You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Township of Hillside are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State and the Township of Hillside in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the Township of Hillside and that the State and the Township of Hillside at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_