

CITY OF PLAINFIELD

REQUEST FOR QUALIFICATIONS FOR LABOR/PERSONNEL COUNSEL

CITY OF PLAINFIELD

Contract Term

JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

SUBMISSION DEADLINE

11:00 A.M.
JANUARY 16, 2013

ADDRESS ALL QUALIFICATIONS TO:

PURCHASING DIVISION
CITY HALL, 515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY 07060

ATTN: VANESSA HARDING

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATIONS

CITY OF PLAINFIELD
515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY 07060

CONTACT PERSON

VANESSA HARDING
PURCHASING DIVISON
515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY 07060
(908) 753-3653

PURPOSE OF REQUEST

The City of Plainfield is requesting submissions from qualified individuals and firms (“contractor(s)” or “submitter(s)”) to provide Labor/Personnel Counsel and other services of a specialized nature to the City. Submissions will be evaluated in accordance with the criteria set forth in this RFQ. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

January 1, 2013 through December 31, 2013

CONTRACT FORM

The successful submitter shall be required to execute the City’s form contract, which includes the indemnification, insurance, termination and licensing provisions. A complete copy of a draft City form contract is available upon request.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR QUALIFICATIONS FOR LABOR/PERSONNEL COUNSEL SERVICES**

1. CITY OF PLAINFIELD FACTS AND FIGURES – The City of Plainfield is a municipal government entity. The City was incorporated in 1869 and operates pursuant to N.J.S.A. 40A:61-1 et seq.

The City’s population is approximately 47,800 and it consists of approximately 6 square miles of area. The City employs approximately 500 people in about 12 departments and agencies. It owns various municipal buildings, parks and recreation facilities.

The City’s operating budget is approximately \$64 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans and other communities.

2. NATURE/ SCOPE OF SERVICES – The City of Plainfield is requesting submissions for Labor/Personnel Counsel Services.

The City of Plainfield employs numerous employees which are covered by Collective Bargaining Agreements. There is a need from time to time, on an “As Needed” basis, to provide legal counsel to negotiate and interpret agreements; prepare revisions; and represent the City in arbitrations, disciplinary and related matters arising thereof.

The Scope of Services shall on an “As Needed, As Assigned” basis at the discretion of the Corporation Counsel, include, but not be limited to:

A. General Policy Review

Provide review and advice regarding the City’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. Third Party Representation

Provide assistance and advise regarding case presentation and representation of the City in arbitrations, mediation, PERC, and appeal boards for personnel and collective bargaining cases and disputes. Specifically, prepare cases for and provide representation usually before, but not limited to Disciplinary Hearing Officers, the New Jersey Public Employees Relations Commission (PERC), the New Jersey Department of Personnel (Civil Service), Office of Administrative Law and the Equal Employment Opportunity Commission (EEOC).

C. Internal Disciplinary Hearings

Represent the City in internal disciplinary hearings.

D. **Collective Bargaining Agreement Review**

Provide review and advice regarding legal clarity, sufficiency and compliance with federal and state statutes for collective bargaining agreements; and provide specific interpretations of agreement provisions and statutory changes, which may effect agreement provisions. When requested by the City, attend and participate in collective bargaining negotiations.

E. **Related Work**

- 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.
- 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.

3. **STANDARD REQUIREMENTS OF TECHNICAL QUALIFICATIONS** - Submitters should submit technical qualifications which contain the following:

- a. The name of the submitter, the principal place of business and, if different, the place where the services will be provided;
- b. Submitter must have a minimum of five (5) years of experience in Labor/Personnel Counsel Services, be licensed to practice law in New Jersey, and maintain a General Practice of Law;
- c. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- d. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other City governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed. A description of all other areas of Labor/Personnel Counsel Services of the submitter, with emphasis on a description of those services of interest to a City government client;
- e. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

- f. An Affirmative Action Statement (copy of form attached);
- g. A completed Non-Collusion Affidavit (copy of form attached);
- h. A statement that the submitter will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract;
- i. A copy of the submitter's Business Registration Certificate.

4. SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL –

- a. Submitter must demonstrate a proven record of representation in contested case before the Public Employee Relations Commission, the NJ State Office of Administrative Law and Arbitration cases before both Interest Arbitration and Grievance Arbitrators;
- b. Submitter must demonstrate a proven record in the Trial and the Appellate Divisions of Superior Court;
- c. For Labor Counsel, submitter must demonstrate a proven record of representation of management in collective bargaining;

5. COST PROPOSAL – Submitters should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer, if services will be provided at a flat rate, if all or any services will be billed through hourly rates and what are the established rate(s). The City does not provide payment for or reimbursement for travel expenses.

6. SUBMISSION EVALUATION – The City will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFQ. The City will make the award(s) that is in the best interest of the City.

Each submission must satisfy the objectives and requirements detailed in this RFQ. The successful submitter shall be determined by an evaluation of the total content of the submission. The City reserves the right to:

- a. Not select any of the submissions;
- b. Select only portions of a particular submitter's qualifications for further consideration; (However, submitters may specify portions of the qualification submission that they consider "bundled".)
- c. Award a contract for the requested services at any time within the calendar year after review of the Qualifications and approval of same by the City; every submission should be valid through this time period.

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

7. **SUBMISSION LIMITATIONS** - This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the City by issuance of this RFQ. The City reserves the right at the City's sole discretion to refuse any submission.
8. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the City to the submitter in connection with this RFQ shall remain the property of the City. When in tangible form, all copies of such information shall be returned to the City upon request. Unless such information was previously known to the submitter, free of any obligation to keep it confidential, or has been or is subsequently made public by the City or a third party, it shall be held in confidence by the submitter, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
9. **GENERAL TERMS AND CONDITIONS** –
- a. The City reserves the right to reject any or all submissions, if necessary, or to waive any informalities in the submissions, and, unless otherwise specified by the submitter, to accept any item, items or services in the submissions should it be deemed in the best interest of the City to do so.
 - b. In case of failure by the successful submitter, the City of Plainfield may procure the articles or services from other sources, deduct the cost of the replacement from money due to the submitter under the contract and hold the submitter responsible for any excess cost occasioned thereby.
 - c. The submitter shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.
 - d. Each submission must be signed by the person authorized to do so.
 - e. The contract shall be in effect through December 31, 2013, unless otherwise stated.
 - f. Submissions may be hand delivered or mailed consistent with the provisions of the legal notice to submitters. In the case of mailed submissions, the City assumes no responsibility for submission received after the designated date and time and will return late submissions unopened. Submissions will not be accepted by facsimile or e-mail.
 - g. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful submitters must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take

affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- h. By submission of qualifications, the submitter certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful submitter shall, at its expense, defend any and all actions or suits charging such infringement, and will save the City harmless in any case of any such infringement.
- i. No submitter shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- j. No submitter shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the submitter or any other person.
- k. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's Corporation Counsel decision shall be final and conclusive.
- l. The City of Plainfield shall not be responsible for any expenditure of monies or other expenses incurred by the submitter in making its proposal.
- m. The checklist, affidavits, notices and the like presented at the end of this Request for Qualifications are a part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(To be completed by City evaluation committee)

EVALUATION FACTORS

- a. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned
- b. Knowledge of the City of Plainfield and the subject matter to be addressed under this engagement
- c. Relevance and Extent of Similar Engagements performed
- d. Technical Qualifications contains all required information

REQUEST FOR QUALIFICATIONS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR QUALIFICATION PACKAGE:

**Please initial below, indicating that your proposal includes the itemized document.
A SUBMISSION WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.**

INITIAL BELOW

- A. A signed original and one (1) CD copy of your complete qualifications. _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Authorized signatures on all forms. _____
- D. Business Registration Certificate(s) _____
- E. Affirmative Action Statement _____

Note: N.J.S.A 52:32-44 provides that the City shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its qualifications. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF SUBMITTER:

Person, Firm or Corporation

BY:

(NAME) (TITLE)

EXHIBIT A

(REVISED 4/10)

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:

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.**

ACCEPTED BY:

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF UNION

ss:

I AM _____
OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID SUBMISSION WITH FULL AUTHORITY SO TO DO;
2. THAT THIS SUBMITTER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE CITY OF PLAINFIELD 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 ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE SUBMITTER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____ 20_____.

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF _____
My COMMISSION EXPIRES: _____, 20_____.

OWNER DISCLOSURE and POLITICAL CONTRIBUTION CERTIFICATION
This Statement *MUST BE INCLUDED* with RFQ Submissions

OWNER DISCLOSURE SECTION

Name of Business _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that there are no stockholders

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation
- Other (describe) _____

AND

POLITICAL CONTRIBUTION DISCLOSURE SECTION

(The following section must be completed)

I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *City of Plainfield and/or County of Union*, if a member of that political party is serving in an elective public office of that *City of Plainfield and/or County of Union* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *City of Plainfield and/or County of Union* when the contract is awarded.

OR

I hereby attest that the undersigned business entity, its subsidiaries, assigns or principals controlling in excess of 10% of the company has made reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed below:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

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

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)