

CUMBERLAND COUNTY UTILITIES AUTHORITY

333 Water Street
BRIDGETON, NEW JERSEY 08302



REQUEST FOR QUALIFICATIONS for

*Professional General Counseling Services
January 1, 2024 through December 31, 2024*

October 23, 2023

Submittal date: Tuesday, November 28, 2023
10:00 A.M.

**Request for Qualifications
For
Professional General Counseling Services
For Contract Appointment January 1, 2024 to December 31, 2024
for
CUMBERLAND COUNTY UTILITIES AUTHORITY
NEW JERSEY**

Qualifications for annual Professional General Counseling Services required by the Cumberland County Utilities Authority, 333 Water Street, Bridgeton, New Jersey 08302, are being sought through the fair and open process in accordance with the requirements of N.J.S.A. 19: 44A-20.4. Qualifications will be received until Tuesday, 10:00 A.M. November 28, 2023, at which time they will be publicly opened and read. **LATE SUBMITTALS WILL BE RETURNED UNOPENED.**

It is the intent of the Cumberland County Utilities Authority to award one (1) contract for Professional General Counseling Services after reviewing the qualifications submitted in accordance with the evaluation criteria in Section G of this Request for Qualifications.

Qualifications shall be submitted in sealed envelopes bearing the legend:

**Professional General Counseling Services
for the Cumberland County Utilities Authority RFQ #2024-04**

One (1) copy of Qualifications to be submitted to: Cumberland County Utilities Authority
Attn: Robert Carlson, Executive Director
333 Water Street
Bridgeton, NJ 08302

The Cumberland County Utilities Authority assumes no liability for the cost of preparation of qualifications incurred by any firm submitting a qualifications package.

A. SCOPE OF WORK AND GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED

1. Guide the Authority in the legal execution of Authority business;
2. Draft, prepare and/or approve all legal documents, briefs, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the Authority;
3. With the approval of the Commissioners, conduct appeals from orders, decisions or judgments effecting any interest of the Authority as the Attorney in his/her discretion determines to be necessary or desirable, or as directed by the Commissioners;
4. General Policy Review - Provide review and advice regarding the Authority's personnel policies and practices, especially regarding compliance with and interpretation of applicable federal, state, and local statutes, rules, regulations, and related operating parameters.
5. Third Party Representation - If applicable, provide assistance and advise regarding case presentation and representation of the Authority before third party review 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).

6. Internal Disciplinary Hearings, if applicable; represent the Authority in internal disciplinary hearings.
7. 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 affect agreement provisions. When requested by the Authority, attend, and participate in collective bargaining negotiations.
8. Related Work - As requested, 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.
9. All other labor/personnel related work, as required. All work commissioned and performed will be on an "as needed" basis; the contract maximum will only dictate the maximum amount of payment and will not establish any guaranteed levels of work.
10. Subject to the approval of the Commissioners, have the power to enter into an agreement or compromise a settlement in litigation in which the Authority is involved;
11. Render opinions in writing upon any questions of law submitted to the General Counsel, or any Commissioners with prior board approval, the Executive Director or Executive Deputy Director, with respect to their official powers and duties and shall perform such other duties as may be necessary to provide legal counsel to the Authority;
12. Supervise and direct the work with prior board approval of such additional attorneys and technical professional assistance as the Authority may authorize for special irregular employment;
13. Handle and address any and all the legal issues that may arise for which an attorney's expertise is necessary;
14. Is expected to appear in person at the monthly meetings of the Authority and report on activities;
15. Attend Committee meetings and Bid Openings as required;
16. Review policy manuals and contracts;
17. Should be knowledgeable of, and apprise the Authority about, new developments and regulatory and legislative rule proposals to ensure that the evolving plans and policies of the authority continue to be consistent with the law as it too evolves;

- 18.** Shall guide, advise and work in cooperation with Executive Director, Executive Deputy Director, and the Commissioners of the Authority;
- 19.** Attend all regular and special meetings of the CCUA. There is currently a minimum of twelve (12) meetings per year. The services outlined in paragraph 13, 14, 15, 16 in addition to four (4) hours per month of other services are considered to be provided under the monthly retainer.
- 20.** Perform any and all duties as may be required for general operation of the CCUA. These duties include preparation of resolutions, position papers, general correspondence, review of legislation/regulations and preparation of other documents as may be required for general operation of the Board and operations.
- 21.** Be available for telephone consultations with Executive Director, Chairman of the Board and Secretary of the Board.
- 22.** The attorney shall also provide the following professional services for which they shall be compensated on prior approval by Executive Director.
 - a) Civil and criminal litigation on behalf of the Board.
 - b) Attendance at and appearance for the Board at administrative hearings.
 - c) Attendance at hearings and/or conferences with State or Federal agencies.
 - d) Preparation of bid specifications and related documents in coordination with the CCUA Business Administrator.
 - e) Preparation of contracts.
 - f) Preparation of lease and of other documents beyond the normal scope of the general operation of the Board.

These services shall not be performed without prior authorization of the Executive Director.

- 23.** The attorney shall be reimbursed by the Authority for out of pocket expenses such as filing fees, recording fees, publication fees, court cost and other like expenses incurred by the attorney in the course of representing the Authority. These expenses shall be subject to prior approval of the Executive Director. These expenses shall be reimbursed on a one to one basis.
- 24.** Additional services as may be required by the Authority.

B. QUALIFICATIONS

Firms shall submit the Qualifications of their firm in conducting annual Professional General Counseling Services as required above. At a minimum, the Qualifications shall include:

1. Full name and business address.
2. A description of the firm including the size of the firm, the number of licensed professionals employed by the firm, and resumes of key individuals who will perform the work.
3. Professional affiliations or memberships in any professional societies or organizations with an indication as to offices held therein.
4. A listing of any special accreditations held by the firm or employees there of.
5. A listing of similar services performed by the submitting firm including a description of the services performed, and the address and telephone number of the client contact person.

C. TECHNICAL SCOPE OF WORK

Firms shall demonstrate their understanding of the “General Description of the Services to be Performed” in “A” above and shall demonstrate the firm’s knowledge of authority business.

D. FEE SCHEDULE

The General Counselor position is paid an annual retainer with additional hourly consideration for litigation and other exceptions. A proposed annual retainer and hourly rate shall be provided with any proposal. The Fee Proposal in Exhibit A must be completed and submitted with the Qualifications.

E. INSURANCE REQUIREMENTS

Certificate(s) of Insurance shall be submitted with the qualifications, showing proof of coverage of firm as follows:

1. Workers’ compensation and employee’s liability insurance.
2. A Professional errors and omissions policy in an amount not less than \$1,000,000.

F. STATUTORY REQUIREMENTS

1. Affirmative Action

If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975,C. 127) and N.J.A.C. 17:27. Following is the required regulatory text:

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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, 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

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.**

2. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included below and agree that the provisions of Title II of the Act are made a part of the contract. The successful Proposer will be obligated to comply with the Act and to hold the owner harmless.

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

The contractor and the Cumberland County Utilities Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against

the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

3. Disclosure of Contributions to New Jersey Election Law Enforcement Commission

Bidders are advised that of the responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

4. Business Registration Certificates

All Firms submitting proposals must include with their proposal, a Business Registration Certificate as required by N.J.S.A. 52:32-44. **Business Registration Certificates must also be included with the proposal for any sub-consultants, testing labs, or others named in the proposal as a participant in performing the work.**

G. EVALUATION OF QUALIFICATIONS

Preference for the position of General Counsel shall be given to attorneys with experience representing Authorities.

In determining the General Counsel suited to perform the necessary services for the Authority, the relevant experience, reputation, size and availability of qualified staff, and cost will be considered.

To give authorities and other governmental units latitude beyond having to hire the lowest bidders, with respect to professional services, governmental units are permitted to weigh competence of the general counsel more heavily than the price to be paid.

Qualifications will be evaluated by the Cumberland County Utilities Authority on the basis of the most advantageous to the Authority. The evaluation will consider but not be limited to:

1. Experience and reputation in the field;
2. Knowledge of the Cumberland County Utilities Authority and the subject matter to be addressed under the contract;
3. Knowledge of the State of New Jersey, Department of Community Affairs, Division of Local Government Services, Department of Environmental Protection;
4. Availability to attend and/or represent the Authority as requested;
5. Other factors as may be demonstrated to be in the best interest of the Authority.

Request for Qualifications for Professional General Counseling Services

EXHIBIT A

FEE PROPOSAL

(Complete and submit with proposal)

Firm Name: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

ANNUAL RETAINER: \$_____

Attach Per Diem Rate Schedule for expenses beyond Contract limits.

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.
Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with _____ the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

CONTINUED ON NEXT PAGE

A. Name of Business Owning 10% or more of Bidder

B.	Type of Business	Yes	No
1.	Individual	_____	_____
2.	Partnership	_____	_____
3.	Corporation	_____	_____
4.	Other (Specify)	_____	_____

C.	NAME OF BUSINESS OWNERS	ADDRESS	% STOCK OWNED
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

The bidder shall complete additional disclosure sheets as necessary to provide disclosures at all levels

Person Completing Form _____

Official Position _____

Date _____

Signature _____

NOTE: NO BID WILL BE AWARDED UNLESS THE ABOVE STATUTE IS COMPLIED WITH.

COUNTY OF CUMBERLAND
NEW JERSEY
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF _____

I, _____ of the City of _____
(Partnership, Corporation, Individual)

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

_____, the bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; 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 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 State of New Jersey 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 Contractor) (N.J.S.A. 52:34-15)

Subscribed and Sworn to _____

before me this _____ day of

_____, 20 _____

(also type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20 _____