BOROUGH OF TOTOWA
NOTICE AND SOLICITATION OF PROPOSALS FOR PROFESSIONAL LEGAL SERVICES FOR THE POSITION OF PLANNING BOARD ATTORNEY FOR THE BOROUGH OF TOTOWA

The Borough of Totowa is soliciting proposals from law firms licensed to practice in the State of New Jersey to provide legal services as the Planning Board Attorney for the Borough of Totowa for a term of one (1) year for the period of January 1, 2023 through December 31, 2023.

Three (3) copies of the proposal must be submitted in a sealed envelope bearing the name and address of the vendor and the name of the contract being bid upon on the outside of the envelope. The proposal shall be addressed to Joseph Wassel, RMC, Borough of Totowa Municipal Clerk, Municipal Complex, 537 Totowa Road at Cherba Place, Totowa, New Jersey 07512 and must be received no later than 12:00 p.m. on Wednesday, December 14, 2022. No proposal shall be received in person or by mail after the designated time

Specifications and instructions are on file and may be obtained at the office of the Municipal Clerk of the Borough of Totowa, Municipal Complex, 537 Totowa Road at Cherba Place, Totowa, New Jersey 07512, Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m. or online at www.totowanj.org.

Proposals will be evaluated on the basis of the most advantageous to the Borough of Totowa, all factors considered. Proposals will be evaluated by the Mayor, designated members of the Council and members of the Borough's administration. The evaluation will consider:

1. Experience and reputation in the field;
2. Knowledge of the Borough of Totowa and the subject matter to be addressed under the contract;
3. Availability to accommodate any required meetings;
4. Compensation proposal;
5. Other factors if demonstrated to be in the best interest of the Borough of Totowa.

A contract will be awarded as provided by law at a public meeting.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The Borough of Totowa reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals received.

Joseph Wassel, RMC
Borough of Totowa Municipal Clerk

REQUEST FOR PROPOSALS FOR THE POSITION OF PLANNING BOARD ATTORNEY FOR THE BOROUGH OF TOTOWA

The Borough of Totowa is soliciting proposals for the position of Planning Board Attorney to provide services to the Borough. The Borough will select one vendor for the position of Planning Board Attorney based upon a fair and open process in accordance with N.J.S.A. 19:44A-20.4, et seq.

Please note that in order to have a proposal considered by the Borough of Totowa, an interested party must demonstrate the minimum requirements for the position of Planning Board Attorney as set forth in Section III and that the interested party otherwise complies with the proposal requirements set forth in the Borough of Totowa's "Notice and Solicitation of Proposals".

I. APPOINTMENT OF PLANNING BOARD ATTORNEY

One (1) attorney will be appointed by the Borough to serve as the official Attorney for the Borough of Totowa Planning Board for a term of one (1) year to perform legal services for the Borough of Totowa. The appointment term will expire on December 31, 2023.

II. SCOPE OF SERVICES

The Planning Board Attorney shall perform the following minimum duties as well as those prescribed by any applicable laws and ordinances:

1. attend all regular and special Borough of Totowa Planning Board meetings and attend all necessary work sessions of the Planning Board as required, this shall include all routine phone calls with staff;

2. prepare and defend all litigation affecting the Planning Board or any member of it, which is the result of decisions made on applications or in the normal performance of their official duties pursuant to the Municipal Land Use Law;

3. shall provide legal advice, research and assistance on any matter as needed by the Planning Board;

4. shall draft all legal documents as may be required including but not limited to the preparation of resolutions;

5. shall review all deeds, covenants, easements and any other documents as needed;

6. shall represent or advise the Planning Board on any matter in which the Planning Board may have a present or future interest;

7. perform any additional duties as directed by the Borough of Totowa Planning Board.

III. MINIMUM QUALIFICATIONS AND VENDOR RESPONSES TO THIS SOLICITATION OF PROPOSALS

In order for the proposal to be considered by the Borough of Totowa, interested parties must meet the following minimum requirements.

A. MINIMUM QUALIFICATIONS

In order to fulfill the duties of Attorney for Borough of Totowa Planning Board, it must be demonstrated to the satisfaction of the Borough of Totowa that the potential vendor: is multi-disciplined with at least ten (10) years experience in all aspects of the Municipal Land Use Law (the appointed attorney may be assisted by employees of his/her firm with lesser levels of experience);

1. has been licensed as an attorney for a minimum of ten (10) years;

2. has at least five (5) years prior experience as a Planning Board Attorney;

3. has sufficient staff to satisfy the scope of services described in this proposal.

B. MINIMUM REQUIREMENTS FOR VENDOR RESPONSE TO THE BOROUGH OF TOTOWA'S SOLICITATION OF PROPOSALS

Interested parties wishing to provide a proposal in response to the Borough of Totowa's solicitation shall provide the following minimum information in its proposal, which proposal must be submitted at the location and within the time constraint set forth above:

1. Full name and business address of entity or person submitting the proposal and the name of the key contact person;

2. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and organizational structure;

3. The number of years your organization has been in business under the present name, and the number of years the business organization has been under the current management;

4. List of all individuals who, if selected, will provide services to the Borough of Totowa, along with a summary of the licenses held by each such person;

5. Number of years each individual has provided services to municipal entities in the State of New Jersey;

6. A description of services that will be provided to the Borough, in addition to those set forth in Section II;

7. A copy of the firm's State of New Jersey Business Registration Certificate;

8. A statement and listing of professional service fees offered to the Borough of Totowa as Planning Board Attorney;

9. A statement that applicant complies with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., and the Affirmative Action Law of the State of New Jersey, P.L.1975 c.127 as set forth in Exhibits "A" and "B";

10. A completed Affidavit of Non-Collusion;

11. The name and addresses of at least three (3) references consisting of clients for which the applicant has provided services in the past five (5) years, which should include at least one (1) municipal entity client;

12. A list and description of all professional liability claims, if any, brought against the applicant during the past five (5) years;

13. Confirm the appropriate federal and state licenses to perform activities;

14. The applicant shall provide the Borough of Totowa with three (3) copies of its proposal.

In addition to the terms and conditions specified in the this Request for Proposal, the Planning Board Attorney, or his firm shall secure and maintain, during the life of the contract, insurance for workers compensation for its employees, officers, agents and/or partners as required by law. The Planning Board Attorney, or his firm shall secure and maintain professional liability insurance for itself and all professional staff with a limit of not less than One Million Dollars ($1,000,000.00) per claim and aggregate. A Certificate of Insurance shall be provided to the Borough as evidence of such coverage.

IV. BASIS OF AWARD OF PROFESSIONAL SERVICES CONTRACT

The Borough shall award the professional service contract based upon qualifications, merit, cost competitiveness, references and experience with issues confronting the Borough of Totowa. Proposals will be evaluated by the Mayor of the Borough of Totowa, selected members of the Planning Board and Borough officials, such as the Municipal Clerk. The determination will be based upon the most advantageous proposal to the Borough of Totowa, through price and other factors considered, which have been stated above. The specific criteria will include, by way of example and not by way of limitation:

1. Individual and firm experience and reputation;

2. Knowledge of the operations of the Borough of Totowa and the services to be provided as the Planning Board Attorney;

3. Availability to accommodate any required meetings;

4. Compensation proposal;

5. Other factors that the Borough of Totowa deems to be in the best interests of the Borough.

A contract will awarded as provided by law at a public meeting.

All awards are and shall be subject to the availability of funds for the professional services.

STOCKHOLDER STATEMENT OF OWNERSHIP

New Jersey Public Law 1977, Chapter 33, requires each corporation or partnership submitting a bid to any governmental agency to accompany that bid with a statement of ownership listing the name and address and percentage ownership of each individual owning ten percent (10%) or more of the corporation or partnership. The form or an appropriate listing on the bidder's letterhead containing similar information must be included in the bidder's proposal when the bid is originally submitted.

_____

(Name of Corporation or Partnership) Print

_____

(Address of Record) Print

Name	Address	Percentage Owned

I certify that the foregoing information is correct.

_____

Signature

_____

Title

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding ten percent (10%) or more of the corporation's stock or the individual partners owning ten percent (10%) or greater interest in that partnership must be listed on a supplemental sheet on the bidder's letterhead.

The full names and residences of all persons interested in this bid as principal are as follows:

_____

_____

_____

_____

Contractor's Legal Status: (Corporation, partnership, joint venture, or individual operating under a trade name.)

NON-COLLUSION AFFIDAVIT

COUNTY OF _____)
) SS
STATE OF _____)

I, _____, of the
(Name of Affiant)
_____ of _____
(Name of Bidder) (Bidder's Address)
County of _____ and State of _____
of full age, being duly sworn according to law on my oath, depose and say that:

I am employed by the firm of _____,
(Name of Bidder)
Bidder submitting the Bid Proposal for the above named project, in the capacity of
_____of the firm of _____,
(Identify Relationship to Bidder) (Name of Bidder)
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, 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 and that the Borough of Totowa 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

_____
SIGNATURE OF AFFIANT

_____
TYPE OR PRINT NAME OF AFFIANT

Subscribed and sworn to before me this
_____ day of _____, 2022.

_____
Notary Public
My Commission expires _____.

AFFIRMATIVE ACTION STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

I, _____
(Name of Affiant)

of the _____and State of _____
(Name of Bidder)

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

I am employed by the firm of _____
(Name of Bidder)
Bidder submitting the Bid Proposal for the above-named project, in the capacity of

_____ , and
(Identify Relationship to Bidder)

I have executed a Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127 and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

_____ _____
Name of Firm or Individual Title

_____
Signature

Subscribed and sworn to before me this
_____ day of _____, 2022.

_____
Notary Public

My Commission expires _____.

EXHIBIT "A"
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services 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 or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 for the 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The 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 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 applicable 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 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:

i. Letter of Federal Affirmative Action Plan Approval
ii. Certificate of Employee Information Report
iii. Employee Information Report Form AA302

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

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

The contractor and the Borough of Totowa, (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.