NOTICE POSTED: October 23, 2024
DUE DATE: November 7, 2024 @ 10:00 a.m. prevailing time.
PUBLIC READING: All proposals/responses will be opened at the Law Department Conference Room, Room 15 on **November 7, 2024 @ 11:00 a.m. prevailing time.**

TAKE NOTICE: The City of Bayonne, 630 Avenue C, Rm. 15, Bayonne, NJ 07002 (hereinafter referred to in this notice and the various submission documents as the "Client/Owner," "City of Bayonne" and/or "City") is seeking Qualifications and/or Proposals for Professional/Consulting/Extraordinary Unspecifiable Services Providers (hereinafter referred to in this notice and the various submission documents as the "respondent," "provider," "contractor," "submitting party," "applicant," "vendor," "service provider," and/or "professional service provider") for the following professional/consulting/extraordinary unspecifiable services in accordance with a "fair and open" contracting process as defined in the New Jersey Local Unit Pay to Play Law (N.J.S.A. 19:44-20.4 *et seq.*):

The CITY OF BAYONNE is soliciting responses/proposals to the City's Request for Qualifications/Request for Proposals (RFQ/RFP) for the provision of the following professional/consulting/extraordinary unspecifiable services:

PROFESSIONAL/CONSULTING/EXTRAORDINARY UNSPECIFIABLE SERVICE - TITLE SOUGHT:

PROFESSIONAL LEGAL SERVICES
LABOR ATTORNEY

The City of Bayonne desires to appoint Legal Counsel to represent in labor and employment negotiations and litigation including disciplinary matters and handle the following services and render legal advice and opinions as follows:

a. Labor & Employment Law and Litigation
b. Litigation before Administrative Boards and Courts
c. Arbitration Hearings
d. Union Negotiations
e. Perc Hearings
f. Disciplinary matters, departmental hearings and appeals involving City Employees
g. Act as hearing officers for internal disciplinary matters

CONTRACT TERM:

The contract term will be for the period commencing **January 1, 2025** through **December 31, 2025**.

GENERAL REQUIREMENTS:

Must maintain a bona fide office in the State of New Jersey and hold a license to practice law for at least three (3) years and be eligible to appear before all state and federal courts in New Jersey, as well as New Jersey administrative agencies and the Office of Administrative Law; have familiarity with N.J. and federal law (where applicable) in the following areas of practice; criminal defense, tort including personal injury, contract, workers compensation, administrative law, labor and employment law, administrative disciplinary matters, civil rights litigation, general municipal law.

INSURANCE REQUIREMENTS:

Worker's Compensation Insurance

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

General Liability Insurance

The contractor shall furnish evidence to the City prior to commencement of the work that he/she or any of his/her subcontractors perform and will provide Standard Liability for any operations to be performed by contractor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than $1,000,000 for any occurrence and $2,000,000 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

Automotive Liability Insurance

Automotive liability insurance covering the contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000 for any one occurrence and $2,000,000 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

Professional Liability Insurance

Professional liability insurance covering contractor for claims arising from its representation of the municipality with limits of not less than $2,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force and effect during the life of the contract.

CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

INDEMNIFICATION

The contractor shall indemnify, defend, and save harmless the City, at the contractor's own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said contractor, his agents or employees, in the delivery of goods or services, execution of the work, or in the guarding of it.

The preceding insurance requirements may be amended before the issuance of the final contract at the sole and absolute discretion of the City on a case-by-case basis.

WORK PRODUCT/DELIVERABLES:

All documents and writings necessary to render advice to the City and to represent and defend the CITY OF BAYONNE and/or its employees performing in the course of their employment inclusive of court appearances.

All work products of the Contractor which result from this contract are the exclusive property of the City of Bayonne.

OPRA COMPLIANCE:

Records received, retained, retrieved, or transmitted under the terms of this contract and as a result of the "work" performed by Vendor(s)/Contractor(s) for or on behalf of the City may constitute public records as defined in N.J.S.A. 47.3-16, and are legal property of the City. The Vendor(s)/Contractor(s) named in this contract must agree to administer and dispose of such records in compliance with the State's public record laws and associated administrative rules.

In the event a claim is filed against the City with the Government Records Counsel or, in the Superior Court of New Jersey, or otherwise arising out of documents that were requested of the City or its Vendor(s)/Contractor(s) under the Open Public Records Act or Common Law and the Vendor(s)/Contractor(s) failed to provide the documents, the Vendor(s)/Contractor(s) shall be responsible to defend, indemnify and hold the City harmless with respect to any such claims, fines or penalties imposed.

FEE SCHEDULE:

Provide a cost proposal consisting of information on your fee structure(s) based on the scope of services indicated herein, including anticipated reimbursable costs.

EVALUATION PROCESS:

An evaluation team will review all responses/proposals. The team will determine if the responses/proposals satisfy the Proposal Requirements, determine if a response/proposal should be rejected and then evaluate the responses/proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors. **In specific areas, multiple contracts may be awarded.** Listed below are the criteria that the CITY OF BAYONNE will consider in the evaluation of each response/proposal. The arrangement of the criteria does not imply order of importance in the selection process. All criteria will be used to select the successful respondent.

1. Requirements

Possess the general requirements stated herein.

2. Understanding of the Requested Work

The responses/proposals will be evaluated for general compliance with instructions and requests issued in the RFQ/RFP. Non-compliance with significant instructions shall be grounds for disqualification of responses/proposals.

3. Knowledge and Technical Competence

This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.

4. Management, Experience and Personnel Qualifications

Expertise of the respondent shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to those requested in this RFQ/RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.

5. Ability to Complete the Services in a Timely Manner

This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.

6. Cost

Price shall be based on rates set forth in the RFQ or where a cost proposal is required (RFP), as submitted in the cost proposal. Prices are firm for twelve (12) months. Any services not included as part of any resulting contract scope of services or cost proposal must be approved and authorized by the CITY OF BAYONNE before such work is initiated. The CITY OF BAYONNE shall pay for such approved services, at the rate or cost agreed upon between the CITY OF BAYONNE and contractor.

BE ADVISED THAT absent an express written notice to the contrary in the detailed requirements, all responses:

1. Are to be submitted on "The Standardized Professional/Consulting/Extraordinary Unspecifiable Service RFQ/RFP SUBMISSION FORMS," **AND**

2. Are Subject to the Standardized "General Instructions, Submission and Selection Criteria for Professional/Consulting/Extraordinary Unspecifiable Service Contracts".

The above mentioned standardized documents are available on the City of Bayonne Website (http://www.BayonneNJ.org) under the heading "RFQ/RFP – Requests for Qualifications/Proposals" by clicking on the link "Requirements for Submission," "Click here to view Requirements." and clicking on the links under Paragraphs No. 1 and No. 2. Should you be unable to obtain these from the website, copies of the solicitation package are also available at the office of the City Law Department, 630 Avenue C, 1st Floor, Rm. 15, Bayonne, NJ 07002. The Law Department is open during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

SEALED RESPONSES/PROPOSALS SHOULD INCLUDE:

1. The above noted Standardized Professional/Consulting/Extraordinary Unspecifiable Service RFQ/RFP SUBMISSION FORMS which include:

a. The "Proposal, Qualifications and Costs Submission Form" signed and dated by the provider and clearly referencing any additional sheets or attachments (such as a submission letter, provider service or experience description, and/or fee schedule).

b. A signed and notarized "Non-Collusion Affidavit."

c. A signed Disclosure of Ownership form.

2. A signed Professional/Consulting/Extraordinary Unspecifiable Service Entity Information Form.
3. A copy of the vendor's current "NJ Business Registration Certificate." Information on this certificate can be obtained on the web at "http://www.state.nj.us/treasury/revenue/busregcert.htm".
4. A copy of State of NJ, Department of the Treasury, Division of Revenue and Enterprise Services, Certificate of Good Standing. Information on this Certificate can be obtained on the web at https://www.njportal.com/dor/businessrecords/.
5. Disclosure of Investment Activities in Iran Form
6. Such other documents and materials as may be appropriate to show the qualifications and experience of the provider or to meet the requirements of this RFQ/RFP.

SUBMISSION DEADLINE AND PUBLIC READING:

Sealed proposals/responses must be received in the **City Law Department, 630 Avenue C, 1st Floor, Room 15, Bayonne, New Jersey 07002** on or before the date and time ("due date") set forth in this notice (also referred to as the "submission deadline"). The City's Law Director and/or her designated representative will receive submissions up to the submission deadline.

The City reserves the right to extend the submission deadline at any time prior to opening of the sealed submissions, to reject all submissions without the need for cause or prior notice, to reject particular submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submission(s) that in its judgment is/are in the best interest of the City.

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John F. Coffey II, Esq., Law Director, 630 Avenue C, Rm. 15, Bayonne, NJ 07002