

THE OCEAN COUNTY UTILITIES AUTHORITY

REQUEST FOR QUALIFICATIONS GENERAL COUNSEL SERVICES

The Ocean County Utilities Authority (Authority) is requesting qualifications and statement of interest (QSOI) packages from law firms licensed to practice law in the State of New Jersey interested in providing general counsel services to the Authority for 2012. The successful firm must have a primary office in Ocean County and have a minimum of five years experience in representing a New Jersey public entity, preferably a utilities authority or sewerage authority, and have demonstrated experience and expertise in the following areas of the law:

1. Municipal and County Utilities Authority Law, including rate hearings, powers and policy of statutes, and service contracts.
2. Local Public Contracts Law.
3. Construction law, including bid disputes, litigation and alternate dispute resolution.
4. Local Authorities Fiscal Control Law and aspects of public finance.
5. Municipal law, including Open Public Meetings Act, Open Public Records Act and intergovernmental contracts.
6. Real estate law, including eminent domain, and acquisition and administration of public property.
7. Environmental law and regulations, including NJPDES permits and Industrial Pretreatment Permits.
8. Administrative law, including dealings with the NJDEP and other regulatory agencies.
9. Federal grant programs and administration.

This Request for Qualifications (RFQ) is being issued, and an agreement will be awarded under the "Fair and Open" process pursuant to New Jersey Local Unit "Pay To Play" Law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.

All firms submitting a QSOI package are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the firm receives contracts in excess of \$50,000 from public entities in a calendar year. It is the firm'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.

Anyone who downloads the RFQ from the Authority's website is requested to notify and register their name and contact information with the Authority via email (jkazanowsky@ocua.com) so they can be notified in the event of any addenda issued.

The successful firm will provide the Authority with legal services relating to, but not necessarily limited to:

1. Legal research and/or advisory opinions if needed.
2. Represent the Authority in workers' compensation matters.
3. Represent the Authority in all matters in Federal and State courts as well as administrative tribunals and forums.
4. Review and/or draft Authority Resolutions, Ordinances and motions.
5. Review and/or draft all Contracts, Inter-Local and Inter-Agency Agreements.
6. Attend all meetings of the Board of Commissioners.
7. Attend meetings, as required, of the Authority's standing committees.
8. Be readily available for meetings with any department heads or their designates upon request.
9. Advise the Authority of changes in State or Federal law or regulations, as well as Court decisions, which will impact the Authority.
10. Any other matters as directed by the Authority.

ALL SUBMISSIONS SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION:

1. Name of the individual(s) to be assigned to perform the tasks.
2. Professional experience and education of the individual(s) to be assigned including a listing of experience with the Authority and/or experience with other Authorities.
3. A statement concerning the ability of the firm to perform tasks assigned by the Authority in a timely fashion.
4. Professional licenses and certifications held by the firm or individual(s) to be assigned.
5. A description of the support staff available to the individual(s) to be assigned.
6. A list of four professional references with addresses and telephone contact numbers. Three must have direct knowledge relating to your experience in the requested service.

7. If the firm is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the proposer, in compliance with P.L. 1977, Chapter 33, must submit with their QSOI package, the Ownership Statement Form (Attachment A), setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.
8. If selected, a copy of your New Jersey Certificate of Employee Information Report Approval pursuant to N.J.A.C. 17:27-1.1 et seq. or a completed Form AA-302 Initial Employee Information Report will be required.
9. If selected, a copy of your Business Registration Certificate as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e or f. of section 92 of P.L. 1977, C110 (C.5:12-92) will be required.
10. If selected, you will be required to comply with the Mandatory Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
11. If selected, you will be required to enter into an Agreement with the Authority (Sample Agreement-Attachment B).
12. Ability to obtain Certificates of Insurance issued by an insurance carrier licensed in the State of New Jersey in accordance with the Authority's Insurance Requirements (as outlined in the Sample Agreement Attachment B). If you intend to request an exemption from any of these requirements, please include such request with your submittal.

SUBMISSION REQUIREMENTS

All responses to this Request for Qualifications (RFQ):

1. Will be opened publicly in the Authority's Public Meeting Room at 501 Hickory Lane, Bayville, New Jersey, commencing at **2:00 p.m., prevailing time, on January 18, 2012.**
2. Must be signed and must be enclosed in a sealed envelope bearing the name and address of the submitter, the name of this RFQ, and the RFQ due date on the outside of the envelope.
3. Responses which are to be hand delivered the day of the opening must be taken and presented to the Executive Director of the Ocean County Utilities Authority before the time the responses to this RFQ are called for.

4. Responses to this RFQ which are to be mailed, shall be mailed to:

Executive Director
Ocean County Utilities Authority
PO Box P
Bayville NJ 08721

and must be received prior to **2:00 p.m., prevailing time** on the date on which they are to be opened.

5. The Authority will not be responsible for late mail deliveries and no responses to this RFQ will be accepted by the Authority if received after the time stipulated above.
6. An original and three (3) copies of your response to this RFQ must be submitted for your response to be deemed complete.

SELECTION CRITERIA

The selection criteria to be used in awarding a contract for the services described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation.
2. Experience in providing the professional services requested by the Authority and references related thereto.
3. Ability to perform the tasks in a timely fashion, including staffing and familiarity with the subject matter and the Authority.
4. Location (distance) of primary office in relation to the Authority's offices.
5. Recent, current and projected work load of the firm.
6. Thoroughness and completeness of the firm's submittal.

The Authority shall award a contract to a firm or firms that best meet the needs and interests of the Authority.

The Ocean County Utilities Authority reserves the right to reject any or all submittals, or to waive any informality in the submittals and to accept any submittal deemed in the best interest of the Authority.

The Authority reserves the right to negotiate the terms and conditions of a contract with the successful firm or firms to obtain the most cost advantageous services to the Authority.

The award of this contract is subject to the 10 day review period provided by S763, N.J.S.A. 40:14B-14.

OWNERSHIP STATEMENT

If the firm is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the firm, in compliance with P.L. 1977, Chapter 33, shall submit, with their QSOI Package, the following statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

IF NONE, SO STATE

INDIVIDUAL

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



THE OCEAN COUNTY UTILITIES AUTHORITY
501 HICKORY LANE
BAYVILLE, NEW JERSEY 08721

AGREEMENT NO. **XX-XXX-00-000.00**

THIS AGREEMENT made this **00** day of **XXXXXXXX, 0000**

BETWEEN: THE OCEAN COUNTY of UTILITIES AUTHORITY,
a public body politic and corporate
the State of New Jersey, having its principal offices at
501 Hickory Lane,
Bayville, New Jersey 08721

(hereinafter referred to as "AUTHORITY")

AND: **(NAME of Professional Services Provider)**
(ADDRESS of Professional Services Provider)

(hereinafter referred to as "**XXXXXXXX**")

WITNESSETH:

WHEREAS, the AUTHORITY has a continuing need for the services of a **(Type of Service)**; and

WHEREAS, the AUTHORITY has on **(Date)**, adopted Resolution No. **00-0000**, authorizing **(Name of Professional Services Provider)** to represent the AUTHORITY as **(Type of Service)**, a copy of which is attached hereto and marked as Exhibit **A**;

IT IS THEREFORE AGREED that the AUTHORITY and the **XXXXXXXX**, for and in consideration of the undertakings hereinafter mentioned, mutually covenant and agree on the following:

SECTION 1 - SCOPE OF SERVICES

1.1 The **XXXXXXXX** agrees to perform **(Type of Service)** services for the AUTHORITY including **(List specific tasks related to specific services)**.

1.2 The XXXXXXXX shall perform such additional professional services and secure the services of other professionals as shall be requested by the AUTHORITY from time to time.

SECTION 2 - FEES AND PAYMENTS

2.1 The fees for the professional services of the XXXXXXXX under the scope of this Agreement shall be at the following hourly rates or portions thereof times the established billing rate of each classification serving the needs of the AUTHORITY. The hourly rates currently in effect, which will not be exceeded without formal amendment to this Agreement, are as follows:
(List Position/Service and Rate)

2.2 Invoices for payment for services performed shall be submitted by the XXXXXXXX on AUTHORITY voucher forms in accordance with the AUTHORITY's "Billing Instructions for Professional Services" dated October 2010, a copy of which is attached hereto and marked as Exhibit B and made a part of this Agreement, or any subsequent revision thereto concerning the submission of vouchers. It is contemplated that all billing for professional services, including the services of approved other (type of service) consultants, shall be submitted on a monthly basis.

SECTION 3 – MISCELLANEOUS

3.1 Indemnification

The XXXXXXXX shall indemnify and save harmless to the fullest extent permitted by law, the AUTHORITY, the AUTHORITY'S officials, agents and employees, from and against all losses, claims, damages, expenses or judgments of every nature and description, including claims for bodily injury and property damage, brought or recovered against them but only to the extent caused by the negligent acts or omissions of the XXXXXXXX, regardless of whether or not such loss, claim, damage or expense is caused in part by a party indemnified hereunder.

3.2 Ownership and Use of Documents

3.2.1 All pertinent data, reports, and correspondence prepared and/or utilized by the XXXXXXXX for the accomplishment of this service shall be available for review by the AUTHORITY or its designated agent upon request.

3.2.2 Any reports, data or instruments of service prepared by the XXXXXXXX under this Agreement shall not be made available to any individuals or organizations by the XXXXXXXX without prior written approval of the AUTHORITY. At the conclusion of each assignment and acceptance by the AUTHORITY, the XXXXXXXX shall collate all such documents and forward a copy of same to the AUTHORITY.

3.2.3 Except as specifically authorized by this Agreement or as otherwise approved by the AUTHORITY, information and other data developed or acquired by or furnished the XXXXXXXX in the performance of this Agreement shall be used only in connection with the work under this Agreement.

3.3 Successors and Assigns

This Agreement and all of the covenants hereof shall inure to the benefits of and be binding upon the AUTHORITY and the XXXXXXXX, respectively, and their successors, assigns, and legal representatives. Neither the AUTHORITY nor the XXXXXXXX shall have the right to assign, transfer or sublet their interests or obligations hereunder, without the written consent of the other.

3.4 Audit

The XXXXXXXX agrees to permit the AUTHORITY, or its designated agent, to audit the XXXXXXXX accounts that pertain to this Agreement.

3.5 Discrimination

3.5.1 The parties to this Agreement do hereby agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, and all rules and regulations issued there under.

3.5.2 The AUTHORITY and the XXXXXXXX agree that the provisions contained in the attachment to this Agreement entitled Exhibit C "Mandatory Equal Employment Opportunity Language," are hereby made a part of this Agreement. In said supplemental conditions, the XXXXXXXX is referred to as the "Contractor."

3.6 Conflicts

3.6.1 Notwithstanding any other provisions of this Agreement during the term of this Agreement, the XXXXXXXX agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to an actual or apparent conflict of interest with respect to the work being performed under this Agreement. The XXXXXXXX shall insure that all employees who are employed under this Agreement abide by the provision of this clause. If the XXXXXXXX believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a possible conflict of interest, the XXXXXXXX shall obtain the written approval of the AUTHORITY prior to execution of such contractual arrangement.

3.6.2 In the event of any conflict between that stated in this Agreement and in any other documents, the terms and conditions of this Agreement shall prevail.

3.7 Insurance

3.7.1 The (Type of Service) shall not commence until the XXXXXXXX has obtained, at their own expense, all of the insurance as required hereunder, and such insurance has been approved by the Authority; nor shall the XXXXXXXX allow any Subcontractor to commence work on any projects until all insurance required of the Subcontractor has been so obtained and approved by the XXXXXXXX. Approval of insurance required of the XXXXXXXX will be granted only after submission to the Authority of original Certificates of Insurance signed by authorized representatives of the insurers or, at the Authority's request, certified copies of the required insurance policies.

3.7.2 The XXXXXXXX shall require all Subcontractors to maintain during the term of the Agreement, commercial general liability insurance, business auto liability insurance and workers compensation/employers liability insurance at the same limits required of the XXXXXXXX.

3.7.3 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority.

3.7.4 No acceptance and/or approval of any insurance by the owner shall be construed as relieving or excusing the XXXXXXXX or the XXXXXXXX's Surety from any liability or obligation imposed upon either or both of them by provisions of this Agreement.

3.7.5 Any deductibles or retentions of \$5,000 or greater shall be disclosed by the XXXXXXXX, and are subject to the Authority's written approval. Any deductible or retention

amounts elected by the XXXXXXXX, or imposed by the XXXXXXXX's insurer(s) shall be the sole responsibility of the XXXXXXXX.

3.7.6 All insurance coverages must be underwritten by insurers licensed to do business in the State of New Jersey and be acceptable to the Authority. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company.

3.7.7 If the Authority is damaged by the failure or neglect of the XXXXXXXX to purchase and maintain insurance as described and required herein, without so notifying the Authority, then the XXXXXXXX shall bear all reasonable costs properly attributable thereto.

3.7.8 The XXXXXXXX shall purchase the following insurance coverages for not less than the limits specified below or required by law, whichever is greater:

A. Commercial General Liability Insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence
- \$1,000,000 personal and advertising injury
- \$2,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate

This insurance shall include coverage for all of the following:

- General Liability
- General aggregate limit
- Liability arising from premises and operations
- Liability arising from the actions of independent contractors
- Contractual liability including protection for the XXXXXXXX from bodily injury and property damage claims arising out of liability assumed under this Agreement.

B. Business Auto Liability Insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) Bodily Injury and Property Damage Liability per accident and including coverage for the following:

- Liability arising out of the ownership, maintenance or use of any auto
- Auto non-ownership and hired car coverage

C. Workers Compensation Insurance or its equivalent with statutory benefits as required by any State or Federal Law, including standard "other states" coverage; Employers Liability Insurance or its equivalent with minimum limits of:

- \$500,000 each accident for bodily injury by accident
- \$500,000 each employee for bodily injury by disease
- \$500,000 policy limit for bodily injury by disease

D. Professional Liability: Professional Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Physicians, and Risk Management Consultants) shall provide the Authority with a Certificate of Insurance evidencing professional liability and/or malpractice insurance with minimum limits of \$2,000,000 per occurrence, \$2,000,000 annual aggregate.

E. Umbrella Excess Liability or Excess Liability Insurance or its equivalent with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate.

3.8 Term

This Agreement between the AUTHORITY and the **XXXXXXXXXX** shall be effective as of **(Date)**, and until **(Date)**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement effective the day and year first above written.

THE OCEAN COUNTY UTILITIES AUTHORITY

By: _____

(print name)

ATTEST:

(print name)

(Name of Professional Services Consultant)

By: _____

(print name)

ATTEST:

(print name)