

JERSEY CITY EMPLOYMENT & TRAINING PROGRAM INC.

HUDSON COUNTY

NEW JERSEY

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
PROFESSIONAL SERVICES AS
Board Counsel**

RESPONDENT: _____

ADDRESS: _____

TEL. NO.: _____

SUMMARY OF CONTENTS

INTRODUCTION

Notice to Respondents
Introduction & General Information
Scope of Service

EXHIBIT A

ENGAGEMENT SPECIFICATIONS AND FEE PROPOSAL:

A-1 Period of Contract
A-2 Insurance
A-3 Fee Proposal

EXHIBIT B

DOCUMENTS THAT MUST BE PROVIDED BY RESPONDENT:

B-1 Executive Summary
B-2 Staffing Plan
B-3 Experience
B-4 Locations and Contact Information
B-5 References
B-6 Identify Conflicts of Interest
B-7 Minimum Qualifications Documentation
B-8 Business Registration Certificate

EXHIBIT C

RESPONDENT MUST COMPLETE THE FOLLOWING DOCUMENTS:

C-1 Non-Collusion Affidavit
C-2 Disclosure of Ownership
C-3 Affirmative Action Certification
C-4 Americans with Disability Act
C-5 Acknowledgment of Revisions or Addenda
C-6 Experience Sheet

PUBLIC NOTICE

CITY OF JERSEY CITY

SOLICITATION OF RESPONSES TO REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that the Jersey City Employment & Training Program Inc. (JCETP) is soliciting responses to a **Request for Proposals for Professional Information Technology Services for its current and future operations in support of services provided to the residents of Jersey City.** JCETP provides job training and employment opportunities for economically disadvantaged unemployed and underemployed adults and youth residents of Jersey City of New Jersey. Sealed proposals will be received September 14, 2020 at 10:00 a.m. prevailing time at the JCETP's principal office located at 398 Martin Luther King Jr. Drive, Jersey City, New Jersey 07305. Responses are being solicited in accordance with the fair and open process as authorized by the JCETP Board of Directors.

Publication Date: August 17, 2021

INTRODUCTION AND GENERAL INFORMATION

Introduction and Purpose.

The Jersey City Employment & Training Program, Inc. is a non profit corporation working in conjunction with Jersey City, the State of New Jersey and the United States. It is soliciting Qualification Statements from interested and qualified persons and/or firms for the provision of professional services, as more particularly described herein. Through a Request for Proposal process described herein, persons and/or firms interested in assisting JCETP with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFP. JCETP will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all the information required to be included as described herein (in the sole judgment of JCETP). JCETP intends to qualify person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by JCETP to provide the greatest benefit to the residents of Jersey City.

Procurement Process and Schedule.

JCETP has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFP Qualification. Statements will be evaluated in accordance with the criteria described in Exhibit B of this RFP, which will be applied in the same manner to each Qualification Statement received.

. Qualification Statements and supporting materials will be reviewed by the members of JCETP's Board of Directors to determine if the Respondent has met professional, administrative and financial areas described in this RFP. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the Board will (in its sole judgment) determine which Respondents are strongly qualified (professionally, administratively and financially). The 3 Respondents that best meets the requirements of the RFP (in the sole judgment of the Board) will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the Board. The process may result in the selection of one or more firms to perform the services described herein as assigned.

All communications concerning this RFP or the RFP process shall be directed to the JCETP's Designated Contact Person, in writing.

Designated Contact Person:

Katrice Thomas c/o JCETP 398 MLK Jr. Drive, Jersey City, NJ 07305,
Katrice.Thomas@JCETP.org

Qualification Statements must be submitted to, and be received by the Designated Contact Person, via email, mail or hand delivery, by 10:00 a.m. prevailing time on September 3rd, 2021. All Respondents that have submitted Qualification Statements prior to expiration of the due date and time, will receive an email acknowledging receipt.

Conditions Applicable to RFQ.

Upon submission of a Qualification Statement, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
- JCETP reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.
- JCETP reserves the right (in its sole judgment) to reject any Respondent that submits incomplete or conditional responses to this RFP, or a Qualification Statement that is not responsive or contains errors to the requirements of this RFP.
- JCETP reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- All Qualification Statements shall become the property of JCETP and may not be returned.
- All Qualification Statements will be made available to the public at the appropriate time, as determined by JCETP (in the exercise of its sole discretion) in accordance with law.
- JCETP may request Respondents to send representatives to its offices for interviews.

- JCETP may waive any technical non-conformance with the terms of this RFP.
- JCETP shall be under no obligation to complete all or any portion of the procurement process described in this RFP.
- Neither Jersey City, JCETP, Respondents, nor their respective staffs, shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

SCOPE OF SERVICES

It is the intent of the Jersey City Employment and Training Program, Inc. to solicit Qualification Statements from Respondents that have expertise in the provision of professional services as set forth in the attached Notice of Solicitation for Responses and the title page of this RFP. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

- Provide Board and Executive Director with legal guidance to act in accordance with all applicable laws;
- Provide Board assistance and recommendations for legal actions in accordance with the duties of the Board as contained in the bylaws;
- Execute legal responsibilities and approved Board actions to protect JCETP, its officers and Board from legal liabilities;
- Recommend and obtain special counsel as needed to protect JCETP, its officers and Board from legal liabilities.
 - Conduct an audit of all contracts and legal agreements for the period of January 1, 2019 through June 30, 2021 to determine who entered into the contract and/or legal agreement on behalf of JCETP, the date and potential impact to JCETP from a legal, liability and cost perspectives;
 - Provide full audit results to the Board and recommendations for any legal ramifications to the contracts and/or agreements;
- Provide a full listing of all current contracts and legal agreements with employees, vendors and other organizations.

EXHIBIT A

PROJECT SPECIFICATIONS & FEE PROPOSAL

A-1 PERIOD OF CONTRACT

This contract shall commence on September 7, 2021, or as soon thereafter as practicable, and conclude on June 30, 2022.

A-2 INSURANCE

The Respondent shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to JCETP and in accordance with rules stipulated by the government agencies funding JCETP including , Jersey City, Hudson County, the State of New Jersey and the United States. The Respondent shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of any work. Respondent must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The Respondent shall also have and maintain Professional Liability Insurance.

A-3 FEE PROPOSAL TO PROVIDE THE SERVICES OUTLINED ABOVE

All Respondents shall provide a fee proposal in response to this RFQ, including the fixed cost and/or billable hourly rates of all personnel expected to perform services under the potential contract with JCETP, as well as any reimbursements for costs that the Respondents may require.

EXHIBIT B

RESPONSE SECTION

In its response, the Respondent must include responses to all of the following: **Failure to submit the following documents shall be cause for rejection of the response.**

| Required Items | INITIAL |
|--|---------|
| B-1) An executive summary of not more than two pages identifying and substantiating why the Respondent is best qualified to provide the requested services. | |
| B-2) A staffing plan listing those persons who will be assigned to the engagement if the Respondent is selected, including the designation of the person who would be the Respondent's officer responsible for all services required under the engagement. This portion of the response should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the Respondent. | |
| B-3) A description of the Respondent's experience in performing services of the type described in the scope of work specifications. Specifically, identify client size and specific examples of similarities with the scope of services required under scope of work specifications. | |
| B-4) The location of the office, if other than the Respondent's main office, at which the Respondent proposes to perform services required under technical specification. Describe Respondent's presence in New Jersey. | |
| B-5) Provide references including names, titles, email and physical addresses and phone numbers. | |
| B-6) In its response, the Respondent must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or JCETP or Jersey City. | |
| B-7) Documentation that the Respondent meets the minimum qualifications for the position. | |
| B-8) Business Registration Certificate (as per <u>N.J.S.A. 40A:11-23.2</u>) | |

EXHIBIT C

DOCUMENT SUBMISSION CHECKLIST

Failure to submit the following documents shall be cause for rejection of the response.

Initial
each
item

Initial
each
item

| | | |
|---|--|--|
| √ | Non-Collusion Affidavit – Exhibit C-1 | |
| √ | Disclosure of Ownership Exhibit C-2 | |
| √ | Affirmative Action Exhibit C-3 | |
| √ | American with Disabilities Exhibit C-4 | |
| √ | Acknowledgment of Addenda Exhibit C-5 | |

| | | |
|---|---------------------------------|--|
| √ | Experience Sheet Exhibit C-6 | |
| | | |
| | | |
| | | |
| | | |

The following items, as checked, shall be required after award of the contract:

Certification of Insurance
Signed Contracts

 √
 √

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name and Title of the Respondent Authorizing the Submission of the Qualification Documents: _____

Signature: _____

Respondent Organization: _____

EXHIBIT C-1

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF _____

I, _____, in the County of _____, in the State of New Jersey being of full age, and being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____

The Respondent submitting the response for the above-referenced RFP, attests that they execute the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive proposals in connection with the above-referenced RFP; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said response and in the statements contained in this affidavit in awarding the contract hereunder.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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 COMPANY (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 _____

EXHIBIT C-2

DISCLOSURE OF OWNERSHIP

(If the Respondent is a sole proprietorship, check here [] and do not complete this statement.)

The UNDERSIGNED, as a Respondent, in accordance with N.J.S.A. 52:25-24..2, declares and submits this Statement of Ownership:

The Respondent is a Corporation [] Partnership [] Joint Venture []

[] 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.

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

| Full Name of Individual (Stockholder) (Partner) | Home Address of Individual (Stockholder) (Partner) | |
|--|---|-------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |

THIS STATEMENT MUST BE INLCUED WITH PROPOSAL SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

This ____ day of _____ 20

(Notary Public)

My Commission expires:

Signature

Print Name

Title

(Corporate Seal)

EXHIBIT C-3

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service Respondents will be required to comply with the requirements of P.L.1975,C.127,(N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the Respondent shall present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the Respondent has an existing Federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of letter).
OR
2. A photocopy of their approved Certificate of Employee Information Report.
OR
3. An Affirmative Action Employee Information Report (Form AA302)
OR
4. All successful construction Respondents shall submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all Respondents:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned Respondent certifies that he or she is aware of the commitment to comply with the requirements of P.L.1975,c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: A Respondent's proposal must be rejected as non-responsive if a Respondent fails to comply with the Requirements of P.L. 1975, c.127, within the time frame.

EXHIBIT C-3

(Continued)

MANDATORY AFFIRMATIVE ACTION LANGUAGE GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

(Revised 1994)

P.L. 1975, C. 127 (N.J.A.C. 17:27)

During the performance of this contract, the Respondent agrees as follows:

The Respondent or subcontractor, where applicable, will not discriminate against nor coerce any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Respondent 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, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, up-grading, 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 Respondent 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 Respondent or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Respondent or sub contractor, where applicable, will send to each labor union or workers' 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 Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Respondent or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The Respondent or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Respondent or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The Respondent 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. The Respondent 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The Respondent and its sub contractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO Office 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 Contract Compliance and EEO Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

EXHIBIT C-4

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Respondent and the City of Jersey City do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Respondent agrees that the performance shall be in strict compliance with the Act. In the event that the Respondent, its agents, servants, employees or sub-contractors violate or are alleged to have violated the Act during the performance of this contract, the Respondent shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Respondent shall indemnify, protect and save harmless the City, 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 Respondent 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 City grievance procedure, the Respondent agrees to a proposal by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Respondent shall satisfy and discharge the same at its own expense.

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

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

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

EXHIBIT C-5

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

JERSEY CITY EMPLOYMENT & TRAINING PROGRAM, INC.

The undersigned RESPONDENT hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or proposal documents. By indicating date of receipt, Respondent acknowledges the submitted proposal takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice to Respondents shall take precedence and that failure to include provisions of changes in proposals may be subject for rejection of the proposal.

I _____ , acknowledge receipt of the following addenda and or revisions. They are as follows:

| Local Unit Reference Number or Title of Addendum/Revision | How Received (mail, fax, pick-up, etc.) | Date Received |
|--|--|---------------|
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Acknowledgment by Respondent:

Name of Respondent: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

