TOWN OF DOVER,
COUNTY OF MORRIS, NEW JERSEY

REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES
RELATED TO LEGAL SERVICES FOR THE TOWN OF DOVER

Contract Term

ONE YEAR - 2027
Start Date January 1, 2027

SUBMISSION DEADLINE

NOVEMBER 20, 2026
12:00 p.m.

ADDRESS ALL QUALIFICATIONS STATEMENT PROPOSALS IN THE FORMS REQUIRED IN THE SPECIFICATIONS. SUBMIT ONE (1) HARD COPY WITH A CLEAR LABEL AS TO WHAT YOU ARE APPLYING FOR.

DELIVER TO:
Dr. EDWARD RAMIREZ
TOWN ADMINISTRATOR
TOWN OF DOVER
37 N. SUSSEX STREET
DOVER, NJ 07801

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING QUALIFICATION STATEMENTS (PROPOSALS)

TOWN OF DOVER
37 N. SUSSEX STREET
DOVER, NJ 07801

CONTACT PERSON

DR. EDWARD RAMIREZ
TOWN ADMINISTRATOR
TOWN OF DOVER
37 N. SUSSEX STREET
DOVER, NJ 07801
(973) 366-2200 EXT. 1135
E-MAIL: eramirez@dover.nj.us

PURPOSE OF REQUEST

This document, entitled a Request for Qualifications for Professional Services Related to Legal Services, is issued by the Town Administrator of the Town of Dover. This Request for Qualifications (RFQ) is for the sole purpose of pre-qualifying prospective Legal Professionals on Qualification Statements and experience.

This RFQ does not constitute a bid and is intended solely to obtain qualifications from which the Town of Dover ("the Town") may choose a Professional Consultant that best meets the Town's needs. It is the Town's intent that no statutory, regulatory, or common law bidding requirement apply to this RFQ. The Town intends to award contracts for these services pursuant to N.J.S.A. 40A:11-5 (a)(i) and Chapter 19, P.L. 2004-N.J.S.A. 19:44A-20.5 et seq. One or more individuals/firms may be selected to provide services. Accordingly, this Request for Qualifications is being solicited under a fair and open process.

PERIOD OF CONTRACT

One year.

CONTRACT FORM

The successful Firm shall be required to execute the Town's contract, which includes the indemnification, insurance, termination and licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the Town arising out of, or by reason of, the work done and materials furnished under this Contract.

DETAILED REQUIREMENTS OF THE
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES RELATED TO LEGAL SERVICES

1. **TOWN OF DOVER-FACTS AND FIGURES** – The Town of Dover is a legal, governmental entity. The Town was incorporated in 1869 and operates pursuant to N.J.S.A. 40A:62-6. The legislative authority and responsibilities of the Town of Dover is vested in the elected Mayor and eight-member Board of Aldermen. The executive power of the Town is exercised by the Mayor who is the chief executive of the Town and is responsible for enforcing the ordinances and general laws of the Town.

The Town of Dover is the fourth largest Town in New Jersey. The Town's population is in excess of 18,000 and it consists of approximately 2.5 square miles of area. The Town employs approximately 140 people. A regional center in the State Plan, the Dover is one of the most densely populated and culturally diverse communities in Morris County and is located within easy access to Routes 10, 15, 46, Interstate 80 as well as direct access to New York City via the Midtown Direct Rail Service. The largest employment sectors in the Town include commercial, health, transportation, construction, retail and light industry.

The Town's operating budget is approximately $20.8 million. It provides a variety of services consisting of police and fire protection, maintenance of Town streets, water and sewer systems, health and human services, park and recreational facilities, cultural activities, and refuse & recycling collection.

1. **NATURE/ SCOPE OF SERVICES –** The Town of Dover is requesting proposals from qualified individuals and firms to provide Professional Services Related to all, or each, of the following categories of legal services that may be assigned by the Town of Dover: 1) Municipal (Town) Attorney, 2) Special Counsel, 3) Civil Litigation Counsel, 4) Labor Counsel, 5) Municipal Prosecutor, 6) Public Defender, 7) Planning Board Attorney, 8) Board of Adjustment Attorney, 9) Historic Preservation Commission Attorney, 10) Water Commission Attorney, 11) Redevelopment Counsel, 12) Tax Appeal Counsel and 13) Bond Counsel.

The Town reserves the right to designate one individual or firm as lead counsel.

Counsel shall serve as subject matter expert and represent the Town, its officials, officers, directors and/or employees in matters ranging from administrative hearings to courts of law.

Counsel will initiate and conduct all discovery procedures necessary for the effective management of the litigation.

Counsel will communicate regularly with Mayor and Town Administrator.

Counsel must have a minimum of five years of municipal experience providing similar services.

Counsel must do work for other municipalities in the State of New Jersey.

Counsel must, minimally, be available during business hours 8:30 am – 4:30 pm.

Counsel must not be engaged in full time employment (more than 25 hours per week) in an endeavor that would not allow him/her to dedicate his time and energy to the services required as Town Attorney.

For law firms with multiple attorneys, the attorney that meets the above requirements must be the principal attorney supervising the above described services. The principal or supervising attorney must submit his/her CV or Resume.

The proposer shall be considered an independent contractor.

(a) STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL - Proposers should submit a technical proposal, which contains the following:

A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;

B. The education, qualifications, experience and training of all persons who would be assigned to provide services along with their names and titles;

C. A listing of other engagements where services of the types being proposed were provided in the past five (5) years. This should include other Municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The Town may obtain references from any of the parties listed;

D. A Statement that neither the firm nor any individuals assigned to this engagement are suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

(b) COST PROPOSAL - Any services will be billed at the fee schedule rate submitted with this RFQ. The Town does not provide payment for or reimbursement for travel expenses. No commission, brokerage, percentage or contingent fee shall be paid for the services referenced herein. Actual administrative expenses incurred, such as photocopying, postage, telephone, telefaxing and other out-of pocket administrative expenses shall be paid by the Town as reimbursables with no mark-up. Town may elect to negotiate the hourly rate with Proposer.

(c) PROPOSAL EVALUATION – The Town Administrator will select the most advantageous proposals based on all of the evaluation factors set forth at the end of this RFQ. The Town will make the award(s) that is in the best interest of the Town.

Each proposal must satisfy the objectives and requirements detailed in this RFQ. The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The Town reserves the right to:

a) Not select any of the proposals;

b) Select only portions of a particular proposer's proposal for further consideration; (However, proposers may specify portions of the proposal that they consider "bundled".)

The Town shall not be obligated to explain the results of the evaluation process to any proposer.

The Town may require proposers to demonstrate any services described in their proposal prior to award.

(d) PROPOSAL LIMITATIONS – This RFQ is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Town by issuance of this RFQ. The Town reserves the right at the Town's sole discretion to refuse any proposal submitted.

(e) USE OF INFORMATION - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Town to the proposer in connection with this RFQ shall remain the property of the Town. When in tangible form, all copies of such information shall be returned to the Town upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Town or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFQ, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

(f) QUESTIONS REGARDING RFQ

1) Interested respondents may submit written questions (via e-mail) regarding this RFQ to the Town Administrator.

2) Questions must be as short and concise as possible. Each question must cite the particular section of the RFQ to which it relates.

3) Any oral explanations or instructions given during the RFQ process shall not bind the Town Administrator.

9. GENERAL TERMS AND CONDITIONS –

A. The Town reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the Town to do so.

B. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General, Professional and Automobile Liability.

C. Each proposal must be signed by the person authorized to do so.

D. The contract shall be in effect for the period of one (1) calendar year.

E. Proposals may be hand delivered or mailed consistent with the provisions of the public notice to proposers. In the case of mailed proposals, the Town assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

F. The proposer shall submit: one original hard copy and one digital copy of their proposal. The accepted format for the proposal is Adobe Portable Document Format (PDF). The digital copy shall be submitted on a compact disc (CD).

G. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful proposers must agree to submit individual employer certifications and number or complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) the contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or 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, sex or handicap. 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 section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) 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, sex or handicap; (c) 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 worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

H. **Professional Consultants shall comply with all applicable requirements of N.J.A.C. Title 13, Chapter 40, Subchapter 3, Section 13:40-3.1. through 13:40-3.6. Particular attention should be paid to 13:40-3.5 (a) 4 ii and 4 iii.**

I. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Town harmless in any case of any such infringement.

J. No proposer shall influence, or attempt to influence, or cause to be influenced, any Town officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

K. No proposer shall cause or influence, or attempt to cause or influence, any Town officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.

L. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Town Administrator’s decision shall be final and conclusive.

M. The Town of Dover shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.

N. The checklist presented on pages 10 and 11 of this Request for Qualifications are part of this Request for Qualifications and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

BASIS OF AWARD

(To be completed by Town Administrator)

EVALUATION FACTORS

A. Relevance and Extent of Qualifications, Experience, Reputation and Training of Personnel to be assigned

B. Knowledge of the Town of Dover and the subject matter to be addressed under this engagement

C. Relevance and Extent of Similar Engagements performed

D. Technical Proposal contains all required information

E. Reasonableness of Cost Proposal

F. Any other consideration(s) and/or qualification(s) which, upon determination by the Town Administrator, is/are beneficial to the Town of Dover.

REQUEST FOR QUALIFICATIONS CHECKLIST

DOCUMENTS THAT WILL BE REQUIRED PRIOR TO CONTRACT EXECUTION:

A. An original, signed copy and one (1) digital copy of your complete proposal _____
(To be submitted with RFQ)

B. Non-Collusion Affidavit properly notarized _____

C. Owners Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. _____

D. Authorized signatures on all forms. _____

E. Business Registration Certificate(s) _____

F. Partnership Disclosure Statement _____

G. Affirmative Action Statement _____

Note: N.J.S.A 52:32-44 provides that the Town shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND WILL SUBMIT THE ABOVE LISTED REQUIREMENTS PRIOR TO EXECUTION OF CONTRACT.

NAME OF PROPOSER:

Person, Firm or Corporation		Date
BY:	(PRINT NAME)	(TITLE)
BY:	(SIGNATURE)	(TITLE)

EXHIBIT A

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 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, gender identity or expression, disability, nationality 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 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. l7:27-5.2, 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, 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 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, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MORRIS
TOWN OF DOVER ss:

I AM _____

OF THE FIRM OF _____

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;

2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;

3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE T H A T THE TOWN OF DOVER 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 ENGAGEMENT; AND

4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF _____ 20_____.

_____
(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

_____
NOTARY PUBLIC OF

MY COMMISSION EXPIRES: ___ _____, 20_____.

OWNER DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

Name: _____
Name: _____

Address:_____
Address:_____

_____ _____

Name: _____
Name: _____

Address:_____
Address:_____

_____ _____

Name: _____
Name: _____

Address:_____
Address:_____

_____ _____

_____
NAME OF BUSINESS ENTITY

_____
SIGNATURE TITLE

Notary Public of
My Commission Expires: _____, 20_____.

PARTNERSHIP DISCLOSURE STATEMENT

(To be submitted with proposal)

(a) Is or was anyone in your firm or company a member of the Town Council within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes _____ No _____

_____

Name

_____

Position

_____

Relationship

(b) Has any principal/partner of your firm been convicted of an indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes _____ No _____

_____ _____

Name Date

(c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes _____ No _____

_____

Name

_____ _____

Position Term

Reason for censure:

(d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes _____ No _____

Reason for Action:

(e) Has any member of your firm ever been barred from doing business with any state, Town or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes _____ No _____

_____
Name

_____ _____
State, County or Municipality Government Date

(f) Has your firm sued the Town of Dover in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes _____ No _____

_____ _____
Name Date

END OF DOCUMENT