



**CAMDEN COMMUNITY
PARTNERSHIP**

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REQUEST FOR QUALIFICATIONS

2024 Camden Community Partnership Legal Services
Camden, NJ

Date Issued:
December 11, 2023

Questions Due By:
12:00 PM, December 19, 2023

Response Due By:
12:00 PM, January 8, 2024

Camden Community Partnership (CCP) is seeking proposals from qualified professional firms to provide legal services to CCP as outside general counsel and conflict services during the 2024 calendar year.

SECTION I. INSTRUCTIONS TO FIRM

1.1 Submissions Being Solicited in Fair and Open Process

Camden Community Partnership (CCP) is soliciting submissions for Requests for Qualifications (“RFQ”) from qualified law firms and practices to provide legal services to CCP during the 2024 calendar year.

CCP is soliciting submissions under this RFQ in a fair and open process pursuant to N.J.S. 19:44A-20.4 et seq.

Written submissions responding to the requirements contained in this RFQ should be submitted to the following address:

**Robert Corrales, Vice President
Camden Community Partnership
Ferry Terminal Building
2 Aquarium Drive – Suite 310
Camden, NJ 08103**

To be considered, **one (1) original, hard copy of the full proposal, plus one (1) copy of the full proposal in PDF File format on a Flash Drive** shall be submitted in a sealed envelope and must be marked with “RFQ Submittal: 2024 Legal Services to CCP” bearing the name and address of the submitter and addressed to the address mentioned above.

The proposal must be received by CCP no later than 12:00 PM on Monday, January 8, 2024.

The above deadline is firm. Any submission received after the deadline will not be considered.

No partial or incomplete submissions will be accepted. Faxed submissions will not be accepted. No oral, written, or other form of amendment will be accepted after this time unless requested by CCP. Upon receipt of each submission, CCP will date stamp each envelope to evidence the receipt.

Awards shall be made public by resolution of CCP at a subsequent executive committee/board meeting. CCP reserves the right to reject any or all submissions, to waive any requirements of the RFQ, and to modify or amend submissions with the consent of the respondent. All submissions become the property of CCP and will not be returned.

The preparation of an RFQ response shall be at the expense of the respondent. CCP will not reimburse firms for any costs associated with the preparation or submittal of any response.

By responding to this RFQ, you acknowledge and consent to the conditions set forth herein relative to the submission, review, and consideration of your response. All work to be completed will be located in the City of Camden, Camden County, New Jersey.

1.2 Contact Information

It is the responsibility of the respondent to inquire about clarification of any aspect of the RFQ that is not understood. **Questions for clarification** should be **submitted in writing by e-mail only to:**

Robert Corrales, Vice President
Camden Community Partnership
rcorrales@camdenccpinc.com

All questions shall be submitted by Tuesday, December 19, 2023, before 12:00 PM EST. Any questions submitted thereafter will be precluded from consideration. All questions will be answered in writing, by email, by Friday, December 22, 2023, by 4:00 PM EST.

1.3 Submittal Format

Responses should cover all information requested in Section 3 of this RFQ and should also address the selection criteria in Section 1.4. Your response must be placed in a sealed envelope and clearly labeled with the title “RFQ Submittal: 2024 Legal Services to CCP” and the firm’s name and business address. A letter of transmittal, not exceeding two pages, must accompany each submittal. The letter must include the individual or firm’s full legal name and business address.

Submissions that, in the sole judgment of CCP, fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. Although there is no page limit, submissions should provide a straightforward and concise delineation of the respondent’s submittal and commitment to satisfy the requirements of the RFQ.

1.4 Criteria Used for Basis of Award

The evaluation will consider the following criteria during the RFQ selection process:

Professional Credentials (25%)

- Firm experience and reputation in the field
- Professional expertise (including licensing and/or membership in appropriate professional associations)

Experience & Knowledge of Local Environment (25%)

- Knowledge/experience representing nonprofits in community and economic development
- Past performance on other work for CCP
- Past performance on other work in the City of Camden

Service Capability & Accessibility (25%)

- Availability to accommodate any required meetings of CCP
- Availability of personnel and other resources to do the work on the schedule set forth by CCP
- Designated professional and support staff and location of offices

Quality and Completeness of Proposal and Certifications & Other Business Information (25%)

- Insurance provided, fee and compensation, submittal
- Financial stability and strength of the submitting firm
- On-going criminal investigations or litigation, references in general

As CCP shall utilize the criteria set forth above in making an award pursuant to this RFQ, you are urged to provide sufficient information on the above criteria in your submission.

CCP will score each submission with the criteria set forth above and rank all submissions based on those relative scores. The highest-scoring submissions will be used to create an approved shortlist of firms. Over the course of the calendar year of 2024, CCP will request pricing from short-listed firms for general legal services with respect to the specific project, program, and contracting entity. Selection of the shortlisted firms shall be based solely on CCP's evaluation of the submissions, and the criteria set forth above. CCP reserves the right to interview the most qualified respondents. Should an individual or firm be selected for a particular activity or project, CCP reserves the right to negotiate the terms and conditions of the contract to obtain the most advantageous situation for CCP.

This RFQ does not commit CCP to award a contract or to procure a consultant for services. CCP reserves the right to reject all proposals, negotiate with competing consultants, and/or make no award.

1.5 Compliance with Laws

The selected individual or firm shall comply with all applicable federal, state, and local statutes, rules, and regulations. Individuals or firms chosen will be required to comply with P.L. 1975 c.127 (Affirmative Action requirements).

1.6 Indemnification

The selected individual or firm shall defend, indemnify, and hold harmless CCP, its officers, board members, agents, and employees from any and all claims and costs of any nature whether for personal injury, property damage, or any other liability arising out of or in any way connected with any acts or omissions of the individual or firm or any of its principals, employees, or agents under this RFQ or under any agreement executed with CCP.

1.7 Subcontractors

If the individual or firm intends to subcontract out any part of the legal work contained in the scope of this RFQ, the firm shall provide a complete description of the specialized services to be subcontracted, an estimate of the overall amount of work to be subcontracted, the rationale behind the need to subcontract, the extent of previous working relationship with the subcontractor, and a comprehensive description of the submittal and experience of the proposed subcontractor. CCP reserves the right to disapprove any proposed subcontractor and to revoke the previous approval of a subcontractor should the need arise. Payment of all sub-consultants shall be the sole responsibility of the Consultant Firm. Nothing contained herein shall create a contractual relationship between any sub-consultant and CCP.

1.8 Conflict of Interest

The individual or firms must identify any conflict of interest that may arise from providing services to CCP. CCP reserves the right: 1) to disqualify any individual or firm or reject any submittal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented; 2) to require the individual or firm to take any action or supply information necessary to remove the conflict; or 3) to terminate any contract arising from this solicitation if any such relationship would constitute or have the potential to create a real or perceived conflict of interest that cannot be resolved to CCP's satisfaction.

1.9 Submittal as Public Information and Property of CCP

The information submitted may be subject to public disclosure pursuant to State and Federal law. All submittals will become the property of CCP. Submittals submitted will not be returned to respondents unless they are received late.

All work products produced by the engineering or design team, Consultant and its members, CCP and/or by any third party during the term of a Contract resulting from this RFQ are the sole property of CCP. CCP shall be the sole owner of all digital data, graphics, and documents, as well as all hardcopy and publishable documentation resulting from the legal work. CCP has the right to use, distribute, or dispose of the work products without the consent of the Firm.

1.10 Acceptance of RFQ

Respondent shall include exceptions to any of the conditions outlined in this RFQ. It is assumed that the Contractor has accepted the condition of this RFQ unless the exceptions are specified in the Firm's proposal.

1.11 No Warranty

Respondents are required to examine the RFQ, specifications, and instructions pertaining to the services requested. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made a full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFQ, specifications, or instructions. Any item that, in the opinion of the Consultant, may have been inadvertently omitted and would be necessary for the successful completion of the project should be included in the proposal and documented. Respondents are responsible for the implementation of all health and safety measures taken to complete the required services. CCP assumes no responsibility for the health and safety of Respondent, Respondent employees, or other associated personnel.

SECTION 2: OVERVIEW

2.1 Scope of Services

Camden Community Partnership (CCP) is a nonprofit corporation based in Camden, New Jersey. Since its inception in 1984, CCP has made its mission to facilitate the revival of the City of Camden as a place where people choose to live, work, visit, and invest. To reach this goal, CCP works with private sector, government, and community partners to implement long-range redevelopment plans for the City of Camden.

The objective of this RFQ is to solicit submissions from qualified law firms and practices to provide legal services, including but not limited to real estate, contract preparation, design and construction activities, and grants management. Companies shortlisted from this process may be utilized for individual projects on an as-needed basis.

2.2 Legal Services

Typical areas of services rendered for CCP projects could include but are not limited to, the following: contracts for both professional services (project and construction management, design, and engineering) and construction activities; disputes and/or litigation; local public contract law; property access and related easements; sub-recipient, options, and redevelopment agreements; grants management; and board of director resolutions.

SECTION 3: EVALUATION OF SUBMITTAL & SELECTION PROCEDURES

3.1 Initial Screening

A screening of all submittals will be conducted to determine overall responsiveness. Submittals determined to be incomplete or non-responsive will be disqualified.

3.2 Evaluation of Submission Documents

The submittals of each individual or firm will be evaluated based upon the requirements of this RFQ and the criteria set forth above in Section 1.4. This evaluation process will take into account all items submitted in Section 4 of the RFQ and will not be based solely upon the Fee Schedule submitted by the firm. The review will focus on the experience and expertise of the individual or firm in providing similar services. This step of the overall evaluation may include verification of credentials and stated experience.

SECTION 4: SUBMISSION REQUIREMENTS

Submissions should include the following:

4.1 Description of Firm and Capabilities. Provide a history and description of your firm and its capabilities.

4.2 Staffing Levels. Detail the staff level of your firm, including principals and associates, as of the date of this RFQ.

4.3 Personnel. Provide brief resumes of the individuals in your firm who would provide the services, indicating the senior partner or principal. Provide a brief resume for each such person and describe his/her experience and role in rendering services of the nature CCP seeks. Please also include an organizational chart.

4.4 Experience. The respondent shall describe the specific experience of the firm, including a thorough description of other relevant projects and/or clients with similar organizational structure and mission. Please include projects in the City of Camden, Camden County, and other urban areas inside and outside of New Jersey.

4.5 References. Provide three (3) references that can be contacted during the RFQ process, indicating the name, contact person, his/her title, address, and telephone number for whom you have provided similar services over the past two years. Indicate your role for such client.

4.6 Copies of Professional Certificates and Licenses. Provide copies of all relevant professional certificates and licenses of the firm.

4.7 Conflicts. Describe any existing or potential conflicts of interest your firm might have, or which reasonably might arise due to your involvement with CCP. If no conflicts exist, please indicate none.

4.8 Regulatory Investigations/Litigation. Provide details of any criminal investigation or pertinent litigation pending against your firm or members of your firm or indicate none.

4.9 Affirmative Action. Provide the firm's affirmative action policy. The successful individual or firm shall be required to comply with the requirements of P.L. 1975, c. 127, and submit an employee information report or certificate of employee information report upon request. Please see Attachment A for additional requirements.

4.10 Equal Opportunity. Provide the firm's equal opportunity policy. The successful individual or firm shall be required to comply with the requirements of P.L. 1975, c. 127, and submit an employee information report or certificate of employee information report upon request. Please see Attachment B for additional requirements.

4.11 Insurance. Detail your insurance coverage applicable to the services described herein. Such coverage must be adequate to sufficiently cover the services detailed herein and must include, at a minimum, general liability insurance coverage and professional liability insurance coverage. Please see Attachment C for requirements.

4.12 Other Information. Please discuss any other factors not mentioned above that you believe are relevant to the CCP's selection of your firm.

4.13 Fee Schedule. Please include the fee structure for all staff that may be assigned to CCP. Additionally, please detail your firm's billing procedures and rates for overhead and out-of-pocket expenses. All fees and prices will be negotiated on a per-project basis.

ATTACHMENT A:
Affirmative Action Requirements

The Respondent shall comply with the anti-discrimination provision of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and N.J.A.C. 17:27-1.1 et seq. The Respondent agrees by responding to this RFQ to afford equal opportunity in the performance of the Contract.

The Respondent shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, religion, familial status, marital status, affectional or sexual orientation, sex, or liability for services in the armed forces of the United States. The Respondent shall take affirmative action to ensure that such applicants are recruited and employed and that employees are treated without regard to their age, race, creed, color, national original, ancestry, religion, familial status, marital status, affectional or sexual orientation, sex or liability for services in the armed forces of the United States during employment. 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 Respondent must agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Respondent shall, in all solicitations or advertisements for employees placed by or on behalf of CCP, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national original, ancestry, religion, familial status, marital status, affectional or sexual orientation, sex, or liability for services in the armed forces of the United States.

ATTACHMENT B:
Equal Employment Opportunity Provisions

Companies and their subcontractors will not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

All of the potential firms must demonstrate a commitment to the effective implementation of an affirmative action plan or policy on equal employment opportunity. The potential company must ensure equal employment opportunity to all persons and not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical disability, mental disorder, ancestry, marital status, criminal record, or political beliefs. The company must uphold and operate in compliance with Executive Order I 1 246 and as amended in Executive Order I 1 375, Title VI and VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Fair Employment Practices Act, and the American with Disabilities Act of 1990.

In response to this RFQ, companies should furnish a detailed statement relative to their Equal Employment Opportunity practices and any statistical employment information that it deems appropriate relative to the composition of its workforce or its subcontractors.

**ATTACHMENT C:
Insurance Requirements**

The Respondent shall carry and maintain, in full force and effect for the duration of this contract and any supplement thereto, appropriate insurance. The company agrees to protect, defend, indemnify, and hold CCP and its employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including the amount of judgments, penalties, interest, court costs, and legal fees incurred by CCP in defense of same, arising in favor of taxes, claims, liens, debts, personal injuries including employees of CCP, death or damages to property and without limitations by enumeration, all other claims, or demands of every character occurring and caused in whole or in part by any negligent act or omission of the company, anyone directly or indirectly employed by the company, or anyone for whose acts accompany, may be liable regardless of whether or not it is caused in part by CCP. The Company will designate and provide CCP with the identity of a person or persons in the Company's employ who shall be responsible for handling claims from the public efficiently and expeditiously.

Policies shall be issued by an insurance company authorized to do business in the State of New Jersey. Insurance similar to that required by the company shall be provided by or on behalf of all subcontractors to cover its operation(s) performed under this contract and included in all subcontracts.

Insurance certificates must be presented at the time of submission, documenting coverage for the following:

- Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements with limits of One Million Dollars per occurrence.
- Public Liability Insurance: Comprehensive General Liability (bodily injury, personal injury, and property damage liability) with limits of Two Million Dollars per occurrence.
- Comprehensive Automobile Liability Insurance covering all owned, hired, and rented vehicles and equipment.
- Professional liability and errors & omissions insurance of not less than One Million Dollars per claim, on a claims-made basis, but not more than Two Million Dollars annual aggregate.