

**HOUSING AUTHORITY OF THE
TOWN OF HARRISON**

REQUEST FOR PROPOSALS

GENERAL AND TENANCY COUNSEL LEGAL SERVICES

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et seq.

PROPOSALS MUST BE SUBMITTED BY

April 1, 2021 at 12:00 NOON

To:

Raymond Lucas
Executive Director
Housing Authority of the Town of Harrison
788 Harrison Avenue, Bldg. #1
Harrison, New Jersey 07029

REQUEST FOR PROPOSALS

GENERAL & TENANCY COUNSEL LEGAL SERVICES

Proposals for Legal Services will be received by the Housing Authority of the Town of Harrison (“Housing Authority”) until **12:00 noon** on **April 1, 2021**.

The Request for Proposals (“RFP”) documents can be obtained from either the Housing Authority’s website, www.harrisonhousing.com, under the Bid/RFP/RFQ section, or at the Housing Authority’s administrative offices between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday. Any prospective respondent obtaining the RFP from the website shall be responsible for ensuring they are aware of any addenda to the RFP by verifying such with the Authority’s administrative offices or the Housing Authority’s website prior to submission.

All proposals shall be submitted in a sealed envelope labeled appropriately (proposal title and return address) using one of the following submission procedures:

HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

All proposals shall be delivered to Raymond Lucas, Executive Director, Housing Authority of the Town of Harrison, 788 Harrison Avenue, Building #1, Harrison, New Jersey 07029. Respondents must ensure that their proposal is received no later than the deadline specified above. Proposals received after the deadline for any reason shall not be considered and will be returned to the sender. All proposals shall include any and all required documentation requested therein and a failure to abide by the RFP’s instructions in any way may lead to the proposal being rejected as non-responsive.

No proposal may be withdrawn for a period of sixty (60) days after the deadline. The Authority reserves the right to reject any and all proposals and/or waive minor irregularities, pursuant to all applicable rules and regulations. In accordance with the criteria included in the RFPs, each contract shall be awarded to the most advantageous proposal received by the Authority, cost and other factors considered.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Raymond Lucas
Executive Director

1. PURPOSE

The Housing Authority of the Town of Harrison (hereinafter called “Housing Authority” or “HHA”) is a public housing agency with administrative offices located at 788 Harrison Avenue, Building #1, Harrison, New Jersey 07029, which provides quality, affordable housing to low-income families and seniors. The agency maintains various affordable housing properties in Harrison, New Jersey and supports a public housing program as administered by the United States Department of Housing and Urban Development (HUD).

In accordance with all state and federal regulations, the Housing Authority is currently accepting proposals for General and Tenancy Counsel Legal Services for the eleven (11) month period of **May 1, 2021 through March 31, 2022**. The firm must be available to provide services to the Housing Authority during normal business hours.

All proposals shall be reviewed for completeness and shall be analyzed in accordance with the criteria contained herein. Therefore, the HHA urges all interested firms to carefully review the requirements of the RFP, including the attached Instructions to Offerors (HUD-5369-B). Failure to abide by the RFP’s instructions, in any way, may lead, in the Housing Authority’s sole discretion, to the rejection of the proposal as non-responsive.

2. TERMS AND CONDITIONS

Any requests for clarification as to the meaning of any provision of this Request for Proposals shall be submitted in writing no later than **4:00 p.m. on March 18, 2021** to the HHA’s Executive Director, Raymond Lucas, at the address provided below for the submission of proposals. If deemed necessary by the Housing Authority, an addendum will be issued to all individuals who were issued a copy of the Request for Proposals. Any prospective respondent obtaining the RFP from the HHA website shall be responsible for ensuring they are aware of any addenda to the RFP by verifying such with the Authority’s administrative offices or the Housing Authority’s website prior to submission. Failure of any proposer to receive any such addendum shall not relieve them from an obligation under their proposal as submitted.

All proposals shall remain valid for a period of sixty (60) calendar days after the date specified for receipt of proposals in accordance with state procurement regulations. All costs of the proposal process, interviews, contract negotiation, and related expenses, are solely the responsibility of the respondent.

The HHA reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and/or modify or cancel this solicitation. Proposals which appear unrealistic in terms of management commitments or are indicative of failure to comprehend the complexity of this RFP and subsequent contracts may be rejected.

Respondents are requested and advised to be as complete as possible in their response. The Housing Authority reserves the right to 1) contact any respondent to clarify their proposal; 2) contact any past/current clients of the respondent; 3) solicit information from any available source concerning any

aspect of the proposal; and, 4) seek and review any other information deemed pertinent to the evaluation process.

3. SCOPE OF LEGAL SERVICES

The Scope of Legal Services being requested will pertain to all of the Housing Authority’s programs (including, but not limited to, Public Housing and Capital Fund Program) and shall include, but not limited to, the following:

- A) Attend meetings of the Housing Authority when requested;
- B) Supervise drafting of all resolutions of the Housing Authority;
- C) Supervise, as to legality, the official minutes of the Housing Authority’s meetings;
- D) Confer with, and advise the officers and employees on Housing Authority-related legal matters, when required;
- E) Consult with parties having business with the Housing Authority, on such business, when requested;
- F) Prepare contracts, legal instruments, legal documents, and other legal writings as may be required in the interest of the Housing Authority;
- G) Review and approve the legality of contracts, legal instruments, legal documents and other written legal materials prepared by others and submitted to the Housing Authority for action (including verification of all performance bonds);
- H) Handle in an appropriate manner, all legal questions and matters arising out of or under legal contracts, legal instruments, legal documents, and other legal materials with or concerning the Housing Authority;
- I) Render legal opinions on all matters submitted by the Housing Authority;
- J) Perform all required legal work in connection with the financing of the Housing Authority’s programs, projects, or activities, excepting that legal work which may be required of a bond counsel;
- K) Provide legal advice, assistance, and counsel in all actions arising at the Housing Authority; including all tenancy matters including eviction, post-eviction Orders to Show Cause and civil recovery litigation;
- L) Appear for and represent the Housing Authority in all litigation matters;

- M) Give notice to, and consult with, the Housing Authority's insurance carriers in all cases of injury to person or loss or damage to property involving the Housing Authority;
- N) Coordinate all legal actions brought against the Housing Authority, its officers and employees in conjunction with Housing Authority business;
- O) Update all Housing Authority policies in accordance with applicable rules, orders, and laws, as well as suggestions of the Housing Authority;
- P) Advise the Housing Authority on all matters pertaining to the Open Public Meetings Act;
- Q) Advise the Housing Authority on all matters concerning the Local Public Contracts Law;

4. QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum requirements:

- A) Must be licensed to practice law in the State of New Jersey.
- B) Has a broad and practical knowledge of New Jersey Local Public Contracts Law, state procurement regulations, federal procurement regulations, and applicable state/federal procurement guidelines and/or bidding procedures.
- C) Has broad experience in representing other Public Housing Authorities ("PHAs") including experience in corporate governance matters, contract law, employment law, and overall representation of public entities in litigation, including bid contests/challenges.
- D) Has strong analytical, interpretive, and oral/written communication skills.
- E) Has a thorough understanding of HUD funded programs (including but not limited to Public Housing) and related federal regulations.
- F) Must be fully versed in the New Jersey Open Public Meetings Act, Open Public Records Act, and the Local Redevelopment and Housing Law.
- G) Has a broad and practical knowledge of HUD PHA/Tenant Regulations and New Jersey Landlord/Tenancy Law, including: all types of summary dispossession actions applicable to public housing authorities; PHA tenant due process requirements, including all federal notice requirements for each cause of action; and grievance hearings.
- H) Has broad experience and a proven track record of success in representing New Jersey PHAs in tenant grievance hearings and all form of eviction and post-eviction litigation, including but not limited to: summary dispossession actions, Orders to Show Cause, defiant trespass, and civil recovery.

- I) Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.
- J) Must be approvable by the United States Department of Housing and Urban Development.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead, and signed by the owner or an executive officer of the firm. Interested firms should have at least five (5) years' experience.
- B. **Executive Summary** – Provide a brief non-technical overview of the Respondent's business including the range of services offered. Respondents should provide information reflecting how and why their services meet the HHA's needs.
- C. **Company Profile**- Provide a history of the business and a biography of all key attorneys who would be handling Housing Authority matters. This should include a narrative identifying any public housing authorities that the Attorney/firm has represented over the past ten (10) years to which the Attorney/firm has provided similar services.
- D. **Legal Service**- Describe in detail each aspect of the legal services proposed and the firm's specialized knowledge and experience with each such service.
- E. **References**- Respondents are required to submit a minimum of three (3) housing authority references.
- F. **Proposed Costs**- A schedule of hourly rates must be provided for all categories of staff (attorneys, paralegals, etc.) who will be assigned to perform the above services if a contract is awarded; and other charges, if any, must be specified.
- G. **Required Documentation**- Each respondent shall execute and submit the following documents as part of their formal proposal:
 - a) One (1) Original and Three (3) Copies of Proposal
 - b) HUD-5369C – Certification and Representations of Offerors
 - c) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - d) Non-Collusion Affidavit
 - e) Statement of Ownership
 - f) Affirmative Action Compliance Notice

- g) Disclosure of Investment Activities in Iran
- h) New Jersey Business Registration Certificate
- i) Certificate of Insurance
- j) Declaration Page for Professional Liability Insurance

H. **Insurance** – Respondents shall possess the below insurance coverages. The premium cost of all insurance purchased by the Respondent for protection against risks assumed by virtue of the contract shall be borne by the Respondent and is not reimbursable by the HHA. The HHA specifically reserves the right to require the Respondent to provide certified copies of such policy or policies.

- a) Worker’s Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker’s Compensation laws.
- b) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate.
- c) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.

6. SUBMISSION OF PROPOSALS

Each proposal must be received at the HHA administrative offices by **12:00 noon** on **Thursday, April 1, 2021** in a sealed envelope clearly marked and labeled on the outside referencing the applicable RFP and RFP submission date:

Name of Individual/Firm
Proposal for Legal Services
DUE DATE: April 1, 2021 at 12:00 Noon
Attn: Raymond Lucas, Executive Director
Housing Authority of the Town of Harrison
788 Harrison Avenue, Bldg. #1
Harrison, New Jersey 07029

Each respondent package shall include the submission of one (1) original and three (3) copies of their proposal. No faxed, emailed, or late proposals shall be accepted.

7. EVALUATION CRITERIA

All proposals will be reviewed in accordance with the Housing Authority’s evaluation criteria, which are as follows:

Evaluation Criteria	Weighting (Maximum Points)
Identified history of representing New Jersey PHAs over the past ten (10) years and familiarity with all New Jersey statutes and HUD regulations including NJ Local Public Contracts Law, Federal Procurement Regulations, public sector employment law, NJ Local Redevelopment and Housing Law, NJ Open Public Meetings Act, NJ Open Public Records Act, and Corporate Governance of NJ PHAs	30
Demonstrated experience and technical competence in providing legal services to public housing authorities, based upon the number of past and existing PHA clients, overall performance, experience and command of PHA general and litigation matters; this shall include litigation of NJ Public Contract Bid Challenges in the NJ Superior Court and contract and procurement matters	30
Identified history of representing PHA clients in landlord/tenancy matters, based on serving as landlord/tenancy counsel to past and existing PHA clients, including number of PHA clients. Familiarity with NJ Landlord Tenant Law, regulations and due process notices; HUD Regulations concerning mandatory PHA due process requirements to tenants including all causes of action and One Strike requirements. Demonstrated experience in handling and technical competence in landlord/tenancy litigation	30
Reasonableness of proposed fee(s)	10
TOTAL	100

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Town Harrison, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 12101 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 contractor 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
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 or sex. Except with respect to 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, affectional or sexual orientation 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 for the 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 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. 17:27-5.2 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 and its subcontractors shall furnish such reports or other documents to the Executive Director of the Housing Authority of the Town of Harrison, Division of Contract Compliance and 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

_____ and/or its principals have never, at any time, been suspended,
(name of firm)
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban
Development, the Department of Justice, the General Services Administration, the Internal Revenue
Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of
Labor or any other state agency or the State of New Jersey.

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20 _____

Notary Public of _____
My commission expires _____

Signature of Notary Public

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of _____
(title or position) (name of firm)
the entity submitting this Proposal for _____, and that I
(type of services)

executed the said Proposal with full authority to do so that said firm has not, directly or indirectly entered
into any agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements contained in
said proposal and in this affidavit are true and correct, and made with full knowledge that the Housing
Authority of the Town of Harrison 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 project.

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

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

STATEMENT OF OWNERSHIP

Name of Business: _____

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.

OR

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

Check the box that represents the type of business organization:

- Partnership, Limited Liability Company, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____
Home Address: _____
% of Ownership: _____

Name: _____
Home Address: _____
% of Ownership: _____

Name: _____
Home Address: _____
% of Ownership: _____

Name: _____
Home Address: _____
% of Ownership: _____

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

**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 and 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 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 successor vendor(s) must submit the copies of the AA 302 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 vender.

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: _____

PROPOSAL DOCUMENT CHECKLIST

Submission Requirement	Initial
An Original and Three Copies of Entire Proposal	
Support for Qualifications	
Support for Evaluation Factors	
HUD-5369-C	
Certification Regarding Non-Debarment	
Non-Collusion Affidavit	
Statement of Ownership	
Affirmative Action Compliance Notice	
Disclosure of Investment Activities in Iran	
New Jersey Business Registration Certificate	
Certificate of Insurance	
Declaration Page of Professional Liability Insurance	

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated _____, by and between the Housing Authority of the Town of Harrison, 788 Harrison Avenue, Bldg. #1, Harrison, New Jersey 07029, hereafter referred to as the "HHA", and _____, with an office located at _____, hereafter referred to as the "Law Firm",

Whereas, the HHA desires to retain and employ said Law Firm to provide general legal services as more thoroughly described herein;

Whereas, said Law Firm desires to provide said general legal services to the HHA for the eleven (11) month period commencing on May 1, 2021 and ending on March 31, 2022;

Now, therefore, in consideration of the foregoing, it is mutually agreed between the parties hereto as follows:

- 1. **Legal Services To Be Provided.** The Law Firm will represent the HHA in the following matter: General Counseling, including all legal matters concerning or relating to the Housing Authority of the Town of Harrison. The legal work includes all necessary Board Meetings, HUD Compliance, NJ State Law Compliance, court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, analysis, strategizing, trial preparation and related work to properly represent the HHA in legal matters.
- 2. **Additional Legal Services.** If the HHA needs any other services which may or may not be related to the above matters, then the HHA and the Law Firm may make a new agreement to provide the other services.
- 3. **Legal Fees.** The Law Firm cannot predict or guarantee what the HHA’s final bill will be. This will depend on the amount of time spent on the HHA’s cases/matters and the amount of other expenses.

a. **Hourly Rate.** The HHA agrees to pay the Law Firm for legal services at the following rates:

<u>Rate per Hour</u>	<u>Services of</u>
\$ _____	Partners
\$ _____	Associates
\$ _____	Paralegals

b. **All Services Will Be Billed.** The HHA will be billed at the hourly rates set forth in paragraph 3a for all services rendered under this Agreement. This includes telephone calls, drafting and reviewing letters, legal research, negotiations, and any other service relating to the HHA’s legal matters. The firm shall provide detailed billing invoices.

4. **Costs and Expenses.** In addition to the Legal Fees referenced above, the HHA must pay the following costs and expenses: experts' fees, filing fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, transcript costs, messenger services, photocopying charges, telephone toll costs, postage and other charges for transmission/delivery, and any other necessary expenses in the legal matters referenced above.
5. **Bills.** The Law Firm will send the HHA itemized bills on a monthly basis. The Law Firm may require that costs and expenses (see paragraph 4) be paid in advance. All other bills for costs and legal expenses are due upon receipt.
6. **HHA's Responsibility.** The HHA must fully cooperate with the Law Firm and provide all information relevant to the issues involved in the above matters. The HHA must also pay all bills as required by this Agreement. If the HHA does not comply with these requirements, then the Law Firm may ask the Court for permission to withdraw from representing the HHA. The Law Firm will also withdraw at the HHA's request.
7. **No Guarantee.** The Law Firm agrees to provide conscientious, competent, and diligent legal services and at all times will seek to achieve solutions which are just and reasonable for the HHA. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law, and many unknown factors, attorneys cannot and do not warrant, predict, or guarantee results or the final outcome of any case.
8. **Termination.** Either party may terminate this Agreement at any time, for any reason, upon four (4) weeks written notice to the other party. Such written notice shall be transmitted via U.S. mail, overnight delivery service, or personal delivery.
9. **Signatures.** The HHA and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of the HHA's questions and fully explained this agreement to the HHA's complete satisfaction. The HHA has been given a copy of this Agreement.

By: _____
(name), Esq.
(Firm Name)

By: _____
Raymond Lucas, Executive Director
Housing Authority of the Town of Harrison

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**Certifications and
Representations
of Offerors
Non-Construction Contract**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. **Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____