



Asbury Park Housing Authority  
HOUSING AUTHORITY & URBAN REDEVELOPMENT AGENCY

# Legal Services

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RFP-AP-68-0-2025/CB

RFPs are due by October 15, 2025 @ 10:00am  
ASBURY PARK HOUSING AUTHORITY | 1000 ½ THIRD AVENUE



## **NOTICE FOR REQUEST FOR PROPOSALS**

### **PROFESSIONAL SERVICES CONTRACT**

In accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., sealed proposals will be received by the Asbury Park Housing Authority (the "Authority") on **October 15, 2025 at 10:00 A.M.** prevailing time in the Asbury Park Housing Authority Conference Room 1000 ½ Third Avenue, Asbury Park, NJ 07712, at which time and place RFPs will be opened and read in public for:

#### **LEGAL SERVICES**

Proposal responders and the public may attend the RFP opening. During the RFP opening process, the Proposal responders names will be announced as well as proposal amounts.

Proposal responses must be submitted on or before the above date, made on the standard proposal forms, unless otherwise indicated. Physical copies must be enclosed in a sealed package bearing the name and address of the proposal responder and the "**Proposal Title Name**" listed on the outside, and addressed to Mickey Febles, at the address above.

Any RFP Addenda will be issued to any proposal responders who have picked up an RFP package.

The information for the Responders, Proposal Forms, and Specifications may be reviewed, obtained and submitted, at no cost, via:

1. Visiting our website at [www.aphanj.org](http://www.aphanj.org). Select Business tab, then select Requests for Proposals. Select appropriate RFP.
2. Copies may also be picked up in person at:

Asbury Park Housing Authority  
1000 ½ Third Avenue  
Asbury Park, NJ 07712

The contract shall be awarded for the period of January 1, 2026 through December 31,2026.

Proposal responders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Publication Date: September 22, 2025

Shemea Daniels, Executive Director  
Asbury Park Housing Authority



## **ASBURY PARK HOUSING AUTHORITY GENERAL INSTRUCTIONS**

### **1. SUBMISSION OF PROPOSAL RESPONSES**

A. Sealed Proposals shall be received by the Asbury Park Housing Authority ("Authority") for a professional services contract, a copy of said notice being attached hereto and made a part of these specifications.

B. Each proposal shall be submitted on the proposal form attached, in a) sealed envelope or b) electronic submission.

- (1) Addressed to Mickey Febles
- (2) Bearing the name and address of the responder on the outside
- (3) Clearly marked "RFP" with the name of the item(s) being procured. Provide One (1) Original & One (1) copy of the RFP. **Faxed or emailed RFPs will NOT be accepted.**
- (4) Visiting our website at [www.aphanj.org](http://www.aphanj.org). Select Business tab, then select Requests for Proposals. Select appropriate RFP.

C. It is the Proposer's responsibility to see that Proposals are presented to the Authority on or before the hour and at the place designated. Proposals may be hand delivered or mailed. **If the Proposal is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Proposals received after the designated time and date will be returned unopened.

D. The Authority reserves the right to postpone the date for presentation and opening of the RFP and will give written notice of any such postponement to each prospective Proposer as required by law.

E. Sealed Proposals forwarded before the time of opening of RFPs may be withdrawn upon written application of the Proposal Responder. Once Proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

F. Each Proposal form must give the full business address, business phone, fax, e-mail, the contact person of the Proposal Responder, and be signed by an authorized representative as follows:

- Proposals by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Proposals by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

G. Multiple Proposals Not Accepted



More than one Proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

H. Official Request for RFP packages are available from Asbury Park Housing Authority, 1000 ½ Third Avenue, Asbury Park, NJ 07712, and via the Authority website at [www.aphanj.org](http://www.aphanj.org) at no cost to the prospective responder. All addenda will be forwarded to any responder who has picked up a RFP package.

I. Results of all Proposal Responses will be read at the RFP opening.

## **2. PREPARATION OF PROPOSALS (PRICING INFORMATION AND FORMS)**

A. The Authority is exempt from any local, state or federal sales, use or excise tax and will not pay for New Jersey State Sales and Use Tax included in any invoices.

B. Any quotation showing any erasure alteration must be initialed by the Proposer. When applicable, unit prices and totals are to be inserted in spaces provided. Prices must be written in both words and figures, with the price written in words governing in the event of any inconsistency. In case of any error in extensions, when applicable, the unit price shall be considered the RFP.

C. Failure to sign and give all information in the RFP may result in the Proposal being rejected.

## **3. FIRM FIXED CONTRACT**

This is a firm fixed contract, prices firm, with no price escalation.

## **4. INTERPRETATIONS AND ADDENDA**

A. The Proposer understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the Authority. The Proposal Responder accepts the obligation to become familiar with these specifications.

B. No oral interpretation of the meaning of the specifications will be made to any Proposal Responder. Every request for an interpretation shall be in writing, addressed to the Authority. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the RFPs.

C. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Proposal Responders.

## **5. METHOD OF CONTRACT AWARD**

A. This is a professional contract under the terms of N.J.S.A. 40A:11-5. Award will be made to the Proposal Responder whose Proposal is in the best interests of the Authority, price and other factors considered. The Authority reserves the right to accept or reject any or



all Proposals, and to waive minor identified irregularities and technicalities if it is in its best interest to do so.

B. Proof of licensure for the Professional Services in the State of New Jersey, for either the firm or the person responsible for the work, shall be provided as required.

C. The form of contract will be submitted by the Authority to the successful Proposal Responder. Terms of the specifications/RFP package prevail. Proposal Responder exceptions must be formally accepted by the Authority; material exceptions shall not be approved.

**6. NON-COLLUSION AFFIDAVIT – N.J.S.A. 52:34-15**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

**7. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1**

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this RFP, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

**8. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division).

**9. OWNERSHIP DISCLOSURE–N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the RFP or accompanying the RFP of said business organization, responders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every stockholder, partner, or member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the RFP proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations.



Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

**10. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44**

Pursuant to N.J.S.A. 52:32-44, the AUTHORITY is prohibited from entering into a contract with an entity unless the responder/proposer/contractor, and each subcontractor that is required by law to be named in a RFP/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

**11. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS\***

N.J.S.A. 52:32-55 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Responders must indicate if they comply with the law by certifying the form.

*\*P.L. 2022, c.3 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in Russia or Belarus, but this requirement is currently stayed pending litigation.*

**12. PAY TO PLAY – NOTICE OF DISCLOSURE REQUIREMENT**

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-3133532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

**13. W-9**

Successful responder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**14. FORCE MAJEURE**

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Authority by notice to each party.



## **15. PAYMENT**

Contractor shall submit a bill for all work completed during the preceding month. Payment will be made after a properly executed voucher has been received and formally approved on the voucher list at the Authority's regular meeting.

## **16. TRUTH IN CONTRACTING LAW**

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty. N.J.S.A. 2C:27-11 provides that a responder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

## **17. INSURANCE AND INDEMNIFICATION**

17.1 **Indemnification** – If awarded the contract or purchase order, the contractor or vendor shall assume the risk of an responsibility for, and agrees to indemnify, defend and save harmless the Authority and its employees from and against any and all claims, demands, suits, actions, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever arising from or resulting from the work, services or materials supplied under the contract or purchase order. This indemnification provision is not limited by, but is in addition to the insurance obligations contained in the contract or purchase order.

17.2 **Insurance Requirements** – If awarded the contract or purchase order, the contractor or vendor shall assume all responsibility for its actions and those of anyone working for it while engaged in or traveling to or from any work, service or activity connected with the work. The contractor shall carry sufficient insurance to protect it and the Authority from any property damage or bodily injury claims arising out of the performance of the work.

Evidence of current insurance coverage shall be provided in the form of a certificate which shall be submitted no later than ten days after receipt of the notice of intent to award the contract or purchase order.



## CHECKLIST

**A. FAILURE TO SUBMIT THE FOLLOWING WITH RFP IS MANDATORY CAUSE FOR REJECTION OF RFP**

**INITIAL**

- **Acknowledgment of receipt of addenda (if any)** \_\_\_\_\_
- **Ownership disclosure form** \_\_\_\_\_
- **Non-Collusion Affidavit** \_\_\_\_\_

**B. MANDATORY ITEM(S), REQUIRED PRIOR TO AWARD OF CONTRACT**

- **Business Registration Certificate** – Bidder – Prefer with RFP Response. Required by Law prior to award of contract. \_\_\_\_\_
- **EEO Certification** \_\_\_\_\_
- **Affirmative Action Evidence** \_\_\_\_\_
- **Disclosure of Investment Activities in Iran** \_\_\_\_\_
- **Certificate of Insurance** \_\_\_\_\_
- **References** \_\_\_\_\_

**To determine the business registration status:**

1. Goto: <https://www.njportal.com/DOR/BusinessNameSearch/Search/BusinessName>
2. Enter the **BUSINESS NAME** and click **SEARCH**
3. Obtain the **BUSINESS ENTITY I.D. #**
4. Go to: [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp)

Enter the first four letters of the business NAME and the BUSINESS ENTITY I.D.# in the appropriate fields, and click SEARCH



**ASBURY PARK HOUSING AUTHORITY**

**PROPOSAL FORM/SIGNATURE PAGE**

The undersigned declares that he/she has authority to bind the Responder, that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the RFP and agrees, if this RFP is accepted, to furnish and deliver services per the following:

The undersigned is a (circle one): individual proprietorship, partnership, corporation, with:

Principal office at

Company

Federal I.D. # or Social Security #

Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number



## OWNERSHIP DISCLOSURE FORM

RFP SOLICITATION #: RFP-AP-68-0-2025/CB    VENDOR {PROPOSER}: \_\_\_\_\_

### PART 1

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.  
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO  
COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2**

	<u>YES</u>	<u>NO</u>
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor {Bidder}?	<input type="checkbox"/>	<input type="checkbox"/>
<b>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW.</b>		
2. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Bidder}, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a <b>10% or greater</b> interest in the Vendor {Bidder}, are any of those parties <b>corporations, partnerships, or limited liability companies</b> ?	<input type="checkbox"/>	<input type="checkbox"/>
4. If you answer to Question 3 is <b>"YES"</b> , are there any parties owning a <b>10% or greater</b> interest in the <b>corporation, partnership, or limited liability company</b> referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the Vendor {Bidder} incorporated as a not-for-profit organization?	<input type="checkbox"/>	<input type="checkbox"/>
<b>IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION. IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.</b>		

### PART 2

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".**

If you answered **"YES"** for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

#### INDIVIDUALS

NAME	_____			
ADDRESS	_____			
1	_____			
ADDRESS	STATE		ZIP	

NAME	_____			
ADDRESS	_____			
1	_____			
ADDRESS	STATE		ZIP	

NAME	_____			
ADDRESS	_____			
1	_____			
ADDRESS	STATE		ZIP	

NAME	_____			
ADDRESS	_____			
1	_____			
ADDRESS	STATE		ZIP	

*Attach Additional Sheets If Necessary*



**PART 2 continued**

**PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES**

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

<b>ENTITY NAME</b>	_____		
<b>PARTNER NAME</b>	_____		
<b>ADDRESS 1</b>	_____		
<b>ADDRESS 2</b>	_____		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	_____

***Attach Additional Sheets If Necessary***

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**PART 3**

**PUBLICLY TRADED PARENT COMPANY DISCLOSURE**

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<b><u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u></b>	<b><u>PAGE #</u></b>

***Attach Additional Sheets if Necessary***

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the AUTHORITY of CALDWELL, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the AUTHORITY to notify the AUTHORITY in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the AUTHORITY, permitting the AUTHORITY to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
*Signature (Do not enter Vendor ID as a signature)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*FEIN/SSN*



**NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)**

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of Affiant) (Name of Municipality)

in the AUTHORITY of \_\_\_\_\_ and State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the Company of \_\_\_\_\_  
(Title or Position) (Name of Firm/Company)

The Responder making this proposal and that I executed the said Proposal with full authority to do so; that said Responder/Respondent 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 numbered project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract. 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 RESPONDER.

(Signature of Affiant)

NOTARY

\_\_\_\_\_  
(Type of Print Name of Affiant)

\_\_\_\_\_



**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACT  
(INCLUDING PROFESSIONAL SERVICES)**

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

The successful responder 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 photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-4;

OR

An Employee information Report (Form AA302) completed with a copy to the N.J. Department of the Treasury with the appropriate fee.

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.**

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The following questions must be answered by all responders:

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such approval.

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Note: A professional's RFP must be rejected as non-responsive if a contractor fails to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, within the time frame.**



NOTE: The vendor/professional must submit with their proposal an Employee Information Report Certificate. If the professional does not have an Employee Information Report Certificate as provided by the NJ Department of the Treasury and this is your first AA302 form report, the professional must submit a copy of the original AA302 form to the Public Agency awarding the contract and forward one copy with a check in the amount of \$150.00 payable to the Treasurer, State of New Jersey (fee is non-refundable) to:

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
P.O. Box 206  
Trenton, NJ 08525-0206

Telephone 609-292-5473

Upon receipt of the Employee Information Report Certificate, the vendor/professional MUST forward a photocopy of this certificate to the Authority.



**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**

During the performance of this contract, the contractor/vendor/professional agrees as follows:

The contractor 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 Authority Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor 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.

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(Signature of responder)



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

The Contractor and the Owner, do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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.



THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE  
BUSINESS REGISTRATION CERTIFICATES.

PREFER SUBMITTED WITH RFP RESPONSE  
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT


**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**  
**FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME: **TAX REGISTRATION TEST ACCOUNT**  
TRADE NAME: **CLIENT REGISTRATION**  
TAXPAYER IDENTIFICATION#: **970-097-382/500**  
SEQUENCE NUMBER: **0107330**  
ADDRESS: **847 ROEBLING AVE  
TRENTON NJ 08611**  
ISSUANCE DATE: **02/14/04**  
EFFECTIVE DATE: **01/01/01**  
FORM: **BRC(08-01)**

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT  
**Trade Name:**  
**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611  
**Certificate Number:** 1095907  
**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
20041014112823533



## Disclosure of Investment Activities in Iran

**Responder Name:**

### Part 1: Certification

*RESPONDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

Pursuant to Public Law 2012, c.25, any person or entity that submits a RFP 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 [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf). Responders must review this list prior to completing the below certification. Failure to complete the certification may render a responder'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.

#### **Check the Appropriate Box**

I certify, pursuant to Public Law 2012, c. 25, that neither the responder listed above nor any of the responder'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 responder 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 nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### Part 2: Additional Information

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 on additional sheets provided by you.



### Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 Owner 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 to notify the Owner 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 Owner and that the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	



**NOT CURRENTLY REQUIRED PENDING LITIGATION**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA  
OR BELARUS  
PURSUANT TO P.L.2022, c.3  
LEGAL SERVICES**

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**CONTRACT / RFP SOLICITATION No. RFP-AP-68-0-2025/CB**

**Prohibited Activities:** Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Failure to provide such description will result in the RFP being rendered as non-responsive, and the Owner will not be permitted to contract with such person or entity, and if a RFP is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**CHECK THE APPROPRIATE BOX**

\_\_\_\_\_ I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Responder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,<sup>i</sup> section 1.e, except as permitted by federal law.

*CHECK ONE BOX BELOW:*

\_\_\_\_\_I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

*OR*

\_\_\_\_\_I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If checked, a detailed, accurate and precise description of the activities is provided below.

\_\_\_\_\_  
Signature of Authorized Representative

Date:\_\_\_\_\_

(PRINT NAME) \_\_\_\_\_



**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**  
**(FORM NOT REQUIRED IF NO ADDENDA ISSUED)**

The undersigned Responder hereby acknowledges receipt of the following Addenda:

Acknowledged for: \_\_\_\_\_  
(Name of Responder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
**ADDENDUM NUMBER**

**DATE**

**ACKNOWLEDGE RECEIPT**  
**(Initial)**



**REFERENCES**

Please feel free to use your own form.

1. Reference Name:

\_\_\_\_\_

Title: \_\_\_\_\_ Organization:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Email:

\_\_\_\_\_

2. Reference Name:

\_\_\_\_\_

Title: \_\_\_\_\_ Organization:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Email:

\_\_\_\_\_

3. Reference Name:

\_\_\_\_\_

Title: \_\_\_\_\_ Organization:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone: \_\_\_\_\_ Email:

\_\_\_\_\_



## **ALL PROPOSALS MUST INCLUDE THE FOLLOWING ELEMENTS:**

### **1. STATEMENT OF PROFESSIONAL EXPERIENCE**

State firm's/attorney's current and past professional experience, which is identical with, very similar to, closely approximately and/or directly related to the Scope of Services for Specific Legal Expertise for which the firm/ attorney is submitting a proposal.

Be as specific as possible regarding:

- \*\*\*the nature of the referenced work;
- \*\*\*the clients for whom the work was performed and/or is being performed;
- \*\*\*the relevant third parties with whom the firm engaged, or is engaged with, in order to accomplish the referenced work, e.g., \*\*in representing the Housing Authority of the City of "X", the firm has had and continues to do extensive work with HUD, NJDCA, PERC, Local and State Agencies, and then give appropriate specifics.
- \*\*\*the dates which the firm performed the referenced work and/or if the work is currently underway;
- \*\*\*any other directly related information which will assist the APHA in assessing the extent to which the firm/attorney has the professional experience, track record and technical competence to successfully perform the Scope of Services described for that portion of the legal services, for which the firm is submitting a proposal.

State the principals of the firm who will be assigned to perform the work. Ensure that in the description of the firm's experience it is very clear to what extent the principals to be assigned to the APHA work were involved in the referenced experience. (Note: For proposal evaluation purposes, the experience, while a member of the firm, of the principal(s) will be given a greater weight than the experience of "the firm" as an entity). The APHA is only interested in experience, track records and technical competence which is directly related to the Scope of Services for specific legal expertise for which the firm is submitting a proposal, not the firm's entire corporate history.

### **1. PAST AND CURRENT PERFORMANCE:**

The Experience offered in 1 (above) is intended to have the firm/attorney demonstrate what work has been accomplished or is being accomplished by the firm as it relates to the Scope of Services. It is also necessary for the APHA to determine how well the referenced work is being accomplished.

The APHA will do so by contacting some of the attorney's/firm's clients for whom the work described in the Experience section (above) was performed.

You must therefore provide a clear listing of clients and contact persons for the experience referenced above (if clients' names and contact persons are clearly included in the Experience description, there is no need to repeat such in this section simply do so by reference). However, be sure that the referenced work experience is tied to specific clients and that specific contact people are named in at least one of the first two sections of the proposals.

Also, the firm/attorney should provide any other information, awards, major cases won, etc., which would demonstrate client satisfaction and a high level of professional achievement.

### **2. COST**

State the **annual** Cost for providing all legal services specified in the Scope of Services. **The cost must be broken into two (2) components, the cost for legal counsel to the Board of Commissioners and the cost for legal services with regard to tenant litigation.**

The Cost proposed by the firm/attorney must cover ALL elements of the Scope of Services. The prospective agreement for legal services with the APHA will not provide for any additional time and work-related charges and/or "billable" hours over and above the agreed-upon annual Cost.

Also, (for purposes explained later), state the firm's "hourly rate" for members of the firm to be assigned to APHA work. (If the firm intends to assign more than one member of the firm to different portions of the Scope of Service and the hourly rates of the firm's members to be assigned are different, state the rates by member and specify what portion of the work will be assigned to each member referenced).

Additionally, the APHA recommends that the firm estimate and offer the cost element of the proposal in context of the following points:



### **a. COST CAVEATS**

Within the Scope of Services required for legal services, the APHA has provided a range of estimated times which the work described is expected to take in hourly terms. These estimated ranges of expected time are the APHA's best predictions based on prior billing and workloads, not guarantees. The APHA recommends that the given time range estimates serve as the guidelines for developing proposed costs. (If the firm does not wish to utilize the time range estimates provided by the APHA and wishes to determine "Cost" on any other basis, please feel free to do so). In either case, the APHA will include the following provisions in the legal service agreement to be entered into as a result of this RFP, with marginally more or less language variation:

\*\*\*"If the firm/attorney wishes to keep track of the total time spent on these legal services agreements, and that time exceeds 130% of the higher end of the time estimated by APHA for the entire scope of services and the firm gives the APHA reasonable advance notice, and the APHA is satisfied with the supporting documents presented by the firm, the APHA will give serious consideration (not a guarantee) to amending the agreed upon cost of the services".

\*\*\* "Conversely, if the APHA finds that the overall time being spent on the APHA work is 30% less than the lower end of the APHA provided time estimate range for the Scope of Service, after reasonable advance notice, the APHA will adjust the overall Cost of Service accordingly."

### **b. Payment Method**

Payments will be made monthly, of the amount invoiced by the firm and/or approved by the APHA Board of Commissioners.

### **c. Special Litigation**

The legal agreement entered as a result of this RFP, will include the following provisions intended to address extended litigation situations:

In the course of performing the Scope of Services, if the APHA must initiate or is subject to litigation which would reasonably take an inordinate amount of time, relative to the higher end of the APHA's total time estimates, the firm/attorney must inform the APHA as soon as possible of this probability. Provided the APHA concurs, the APHA will execute a "Special Litigation" amendment to the overall contract, (probably on an hourly basis), to pursue and conclude the "special litigation."

(The Special Litigation amendment referenced will cover only the time expended after the amendment is approved by the APHA; any time spent on the case prior to approval of Special Litigation amendment will be considered part of the overall legal services being provided under the primary agreement).

The referenced Special Litigation amendment does not apply to litigation expected to exceed a cost of \$50,000. (Under those circumstances, a separate procurement contract must be completed as per HUD rules).

## **3. ALL ENGAGEMENT AGREEMENTS SHALL INCLUDE THE FOLLOWING:**

- I. The Asbury Park Housing and (Name of legal services individual or firm) Legal Service Personnel (LSP) engaged to provide professional legal services to the PHA in connection with (briefly and precisely describe the nature, scope and limits of the legal services to be provided by the LSP) agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
- II. During the term of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of APHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
- III. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be



available to PHA. HUD requires PHAs to provide HUD, GAO, or the officers agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. (See **24CFR85.42(e)(1)**).

PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General)<sup>6</sup>, GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to Section 3, above.

- IV. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the notice violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to **24CFR Part 24**.



## SCOPE OF SERVICES

### I. BOARD OF COMMISSIONERS BY-LAWS AND PROCEEDINGS, BOARD MEETINGS AGENDAS AND GENERAL ADVICE.

Provide general review and statutory updates of Board requests for revisions of, and issues related to Board By-Laws and meeting proceedings, including but not limited to: ensuring statutory compliance, updating written rules and procedures, certification of appointments and term of office, oversight and certification of election of officers, advice and rulings regarding quorums and voting, public notices and Sunshine Law requirements, financial disclosure requirements, NJDCA training and certification, ethics policies and general propriety.

**Time estimate:** In addition to the level of preliminary review which the firm finds necessary, 2 updates/revisions/yr. at 4 hrs. each, 2 proceedings, procedures, ... proprietary issues/yr. at 4 hrs. each, or 16 hrs./yr.

Attend 12 regular (one/mo.) and 3 special Board meetings/yr. at avg. of 2 hrs./meeting). Review of pre-Board meeting agendas and materials, approx. 6 Resolutions relevant to General Counsel scope of work/mo. (at average of 2 hrs. review/mo.), 7 issues per year, usually regarding material and construction contracts, equipment, or professional service procurement, which requires research and a special opinion beyond standard certification to the legal sufficiency of proposed actions, (at avg. of 2 hrs./issue).

**Time estimate:** 15 meetings x 2 hrs. per, 15 meeting agendas and materials review x 2 hrs. per, and six issues/yr. Special review at 2 hrs. per, or 74 hrs./yr.

General advice regarding and review of overall APHA administrative compliance with Federal, State, and Local governing statutes, regulations and codes, ensuring comprehensive protection from legal exposure, and related general legal issues affecting the APHA. Current administrative statutes and the need for pending update directive by request for HUD, mandated Administrative Plans will generate sufficient activities.

**Time estimate** summary for General counsel Scope of Services provision A., 125hrs./yr., or Range of 100 - 150 hrs./yr.

### II. CONTRACTS AND AGREEMENTS

Draft, review, make recommendations for amendments, edit and/or facilitate completion of contracts and agreements with federal (usually HUD), State (usually DCA) and local government entities, usually regarding funding commitments, property ownership and/or provision of services.

**Time estimate:** In addition to the level of general, preliminary review which the law firm / attorney finds necessary, 6 funding related contracts/yr. at 2 hr. per contract, 6 ownership of service provision contracts/yr at 2 hrs. per contract and 5 resident contracts/yr. at 1 hr. per contract, or 29 hrs./yr., or Range of 20-50 hrs.

### III. RESIDENT OCCUPANCY AND OWNER INTERRELATIONSHIPS



Provide review, advice and opinions as required regarding federal (usually HUD), State (usually DCA) and local legislation, rules, regulations and codes governing public housing resident eligibility, selection, assignment, continued occupancy, security, and overall resident-owner interrelationships, especially as such relates to APHA policy, practice, operating parameters and options.

Beyond all general areas relating to the above, provide same for special areas such as: 504, ADA, lead-based paint, anti-narcotics initiatives, HUD FHEO, security, utility allowances, appliances, work for rent credits, community services work, training related rent exemptions, as well as significant changes in federal legislation (QHWRA) and attendant rules affecting the public housing program.

**Time estimate:** In addition to the level of general, preliminary review which the firm/attorney finds necessary, 15 issues/yr. At 3 hrs./issue, or 45 hrs./yr., or Range of 30 -60 hrs.

#### **IV. LITIGATION**

Represent the APHA in pending and/or actual litigation relating to the general administration, management and operations of the APHA, including advice and assistance to avoid and/or (with APHA approval) settle prospective litigation. (This provision does not include litigation relating to individual tenancy.

**NOTE:** As stated in the cost related sections of this RFP, there are no "billable hours" permitted under this Agreement. Therefore, litigation which arises during the year must be dealt with as part of the overall agreement and Scope of Services for General Counsel services and within the cost proposed and agreed upon with the selected firm/attorney. However, also note that there will be a qualifying clause in the service agreement which abstracts litigation which will be inordinately time consuming and provides for that litigation to be pursued under a separate amendment to this agreement or separate procurement.

**Time estimate:** 3 pending litigation avoidances or settlements, at 4 hrs. each, and 2 litigations requiring a number of court appearances at 10 hrs./litigation, or 32 hrs./yr., or a Range of 20-40 hrs.

#### **V. PROCUREMENT**

##### **GENERAL ADVICE, PROCUREMENT POLICY/ISSUE AND LEGISLATIVE/REGULATORY UPDATES**

Provide the APHA with advice and recommendations to ensure compliance with statutory, regulatory, policy, procedural and practice issues relating to professional services for construction (i.e. A/E Consultant, Surveyor, Construction Inspection/Management etc.) and materials, supplies and construction contract procurement, administration, dispute resolution and closure on a regular and as-needed basis. Ensure comprehensive protection from legal exposure as related to procurement and construction legal issues affecting the APHA. This shall include but not be limited to: keeping up to date on federal, State, and Local changes to bidding requirements and A/E service procurement and assimilating such into the APHA Procurement Policy and bidding/procurement documents; analyzing case law resulting from recent court decisions effecting procurement and making appropriate recommendation to the APHA; and monitoring on-going relevant issues, disputes or litigation which might, when decided, ultimately impact on the APHA construction program.



**Time Estimate:** In addition to the level of general, preliminary review which the firm/attorney finds necessary (avg. 5 hrs.), 4 general issues/yr. at 5 hr./issue, procurement policy development 2 sessions @ 4 hrs. each or 28 hrs./yr. Or Range 20-35 hrs./yr.

## **VI. PUBLIC BIDDING AND PROFESSIONAL SERVICE CONTRACTS**

Provide advice, counseling, and representation to the APHA during its public bidding and professional services procurement process. Review, analyze, recommend positions and respond to all third-party inquiries, informal and formal protests. This is often done via both verbal as well as written communication and may include meetings and negotiation sessions, legal position papers and other such matters. This may include but is not limited to questions, issues, and concerns by bidders/proposers related to: the pre-bid and public bid opening; bidding documents and defects, contractor qualification issues; and addressing and resolving prospective and actual general matters relating to procurement. Occasionally, special protracted bidder disputes require more extensive time to resolve.

**Time Estimate:** In addition to the level of general, preliminary review which the firm/attorney finds necessary (avg. 6 hrs.) general issues 1 hr./mo. 12 hrs./yr. Or range 10-30 hrs./yr.

Once the bid process is complete and a contract awarded, a formal contract is prepared by the LSP. Prior to execution of contracts resulting from the public bidding and professional services procurement process, do final review and make recommendations to ensure legal sufficiency of contracts. (Keep in mind that under part B. Board of Commissioners ... of this scope, review has already been included of the board resolution and attendant back-up material). There are approx. 12 such contracts executed each year by the APHA.

**Time Estimate:** Besides whatever level of general preliminary review which the firm/attorney finds necessary (avg. 2 hrs.) 12 contracts @ 2 hrs. each or 24 hrs./yr. Or Range 20-40 hrs./yr.

## **VII. LITIGATION: NON-PAYMENT OF RENT**

Represent the APHA in NJ Superior Court Special Civil Part in all non-payments of rent cases. (All preparatory and follow-up administrative work including preparation and filing of complaints and execution of warrants for removal are done by APHA staff.

**Time Estimate:** One appearance per month, 12 appearances x 3 hrs. Per, or 36 hrs./yr.

Represent the APHA in the same court to respond to tenant-initiated requests for Show Cause Orders granted by the Court (Show Cause hearings are usually pro-se by defendant in non-payment of rent cases.)

**Time Estimate:** Appearance routinely does not exceed (2) hours. Average (3) appearances per month x 2 hrs. per, or 72 hrs. per year, or a range of 60-80 hrs./yr.

## **VIII. LITIGATION -LEASE VIOLATIONS - "ONE STRIKE" RELATED**

Provide review of cases referred for termination of tenancy based on violation of "One Strike and You are Out" Policies. Prepare Notice of Termination to leaseholder for service by APHA staff. Attend settlement conferences with leaseholder, and APHA Management and court confirmation of settlement if reached.



(The APHA enters all settlement agreements on court record and therefore settled cases are followed by with a summary letter to the leaseholder, an appropriate complaint and settlement agreement.) Appearance in court to enter the agreement is required. Subsequent to court hearing, a follow-up notice to leaseholder is required.

**Time Estimate:** General case review, attendance at settlement conference and follow-up letters, and court appearance, total 5 hrs. each for 10 cases per year. Or 50 hrs./yr., or a range of 40-60 hrs./yr.

Provide same review and Notice of Termination and complaint but proceed to litigate case when settlement is not reached. This requires preparation of case including securing police, prosecutor and/or technical reports, review of case with witnesses, possibly arranging a third-party grievance hearing, litigating the case and arranging execution of warrant for removal. This includes cases where agreement is reached at the trial stage.

**Time Estimate:** 7.5 hrs. per case x 2 cases per yr. or 15 hrs./yr, or a range of 10-20 hr./yr.

#### **IX. LITIGATION - LEASE VIOLATIONS - OTHER THAN NARCOTICS RELATED**

Provide review of cases referred by Director of Management or Executive Director for Termination of Tenancy of leaseholders who are in substantial repeated breach of the lease agreement. Prepare Notice of Termination, attend settlement conference; prepare summary of the conference; possibly arrange and present case at third party grievance hearing, prepare witnesses and bring case to trial.

**Time Estimate:** General case review, attendance at settlement conference, preparation of follow-up letters, complaints and documents, total 5 hrs. per. Court appearance and follow-up, 2 hrs. per. Total 7.5 hrs. each for 4 cases or 30 hrs./yr., or a range of 20-40

#### **X. SPECIAL LABOR ISSUES**

Provide review and advice regarding APHA personnel policies and practices. Aid and advise APHA staff regarding compliance of employees and former employees with applicable policies and procedures. Assist in preparing cases and agreements regarding outstanding personnel issues. Provide advice to APHA Board and staff regarding on-going and prospective investigations and audits of APHA compliance with applicable laws.

**Time Estimate:** It is not possible to predict the impact of on-going and prospective investigations. As currently known, the minimum requirement will be 5 hours for preparation of correspondence of any litigation of these matters will be subject of a separate contract, depending on HUD authorization. Total estimate of 5 hrs. with a range of 2-10 hrs.

#### **XI. INSURANCE OVERSIGHT**

Provide general legal oversight of and occasional intervention regarding APHA insurance coverage agreements and contracts for: general liability, public officials' liability, fidelity bonding, lead based paint, property and fire, workers compensation, data processing and business vehicles.

The oversight requires reviewing all policies for sufficiency of coverage and minimization of exposure and checking with APHA staff and/or the respective insurance entities (approx.



once every 3 mos.) to ensure that all pending or emergent issues, cases, etc. are being handled properly and expeditiously, to protect the interests of the APHA. The oversight may require occasional (2x/yr.) direct intervention, giving the APHA independent critique of how certain issues and/or cases are being handled by respective insurance entities, advising the Board of Commissioners and APHA senior staff of broader implications for the APHA of individual cases, and/or advocating the APHA's position or recommendations with respective insurance entities.

**NOTE:** The APHA has coverage and policies in all referenced insurance areas with appropriate, licensed companies with their own legal counsel. The work under this provision of the Scope of Services is NOT procuring, drafting, establishing coverage, tracking cases, representation of APHA in individual cases, ... or other tasks which are the responsibility of the respective insurance entities.

**Time Estimate:** Besides whatever level of general, preliminary review which the law firm/attorney finds necessary, quarterly checks, confirmations and advice at 2 hrs. per check and 2 interventions/yr. at 4 hrs. each, or 16 hrs./yr. or range of 15-25 hrs./yr.

## **XII. MIXED FINANCE REVIEW FOR REDEVELOPMENT**

The selected firm should be versed with redevelopment and mixed finance construction, specifically demonstrating experience assisting PHA's use in public housing resources leveraged with nonpublic housing resources and dealing with HUD's regulations and requirements relating to mixed-finance developments. The firm should also be versed in the creation of a non-profit entity for purposes of mixed finance and redevelopment.

**Time Estimate:** It is not possible to quantify the number of hours required to produce the desired outcome. The selected Firm/Attorney will submit billing at the agreed upon hourly rate.



## **PROPOSAL EVALUATION CRITERIA**

Demonstrated professional experience and competence in this type of work

30 Points Max

Past and Current Performance

25 Points Max

Cost

20 Points Max

Mixed Finance Redevelopment Experience

15 Points Max

Geographic location of the organization relative to the proximity to the Housing Authority

5 Points Max

Minority Business Enterprise or Resident-Owned (SEC 3) Business

5 Points Max

Total Points

100

Very few if any evaluation criteria are precise. The APHA's professional services evaluation criteria is reasonably clear and accurate; however, it is also reasonable to qualify results to the degree of, "within 1-2 points" Therefore, overall scores which are within 1-2 points can be considered, "equally qualified," at the sole discretion of the APHA.

(Note: Any proposal which does not achieve at least a 10-point score will be considered insufficient and removed from further consideration).