

**HOUSING AUTHORITY OF THE BOROUGH OF CARTERET  
REQUEST FOR PROPOSALS FOR  
SPECIAL LEGAL COUNSEL**

The Housing Authority of the Borough of Carteret is seeking proposals from Attorneys or Law Firms for the purpose of providing specialized legal counsel. The Board of Commissioners requests responses from firms that specialize in matters related to contracts, labor and bid documents. Proposals will be ranked using quality/merit factors with the corresponding relative weights. Responders must be licensed to practice law in NJ and must not be under sanction from HUD. Interested parties should contact Michelle Vega, Bookkeeper, at 732-541-6800, between 9:00am and 3:00pm to request a more detailed RFP as needed. Proposals must be received at the Housing Authority offices, 96 Roosevelt Avenue, Carteret, New Jersey 07008, prior to 12:30pm Thursday, December 13, 2018.

**HOUSING AUTHORITY OF THE BOROUGH OF CARTERET, NJ**

96 ROOSEVELT AVENUE

CARTERET, NJ 07008

(732) 541-6800

FAX (732) 541-2867

November 29, 2018

The Housing Authority of the Borough of Carteret is accepting Proposals for Specialized Legal Counsel. Enclosed you will find an agreement which should be completed by your firm with an accompanying letter of your firm's qualifications pertaining to this request and applicable HUD experience. You will also find a copy of the evaluation form that will be used by this Authority in selecting the Proposal for Services.

Thank you for your interest and if you have any questions please contact Michelle Vega, Bookkeeper, at (732) 541-6800. Proposals must be submitted prior to 12:30pm Thursday, December 13, 2018.

Thank you in advance.

Sincerely,

Eric F. M. Chubenko  
Executive Director

**HOUSING AUTHORITY OF THE BOROUGH OF CARTERET, NJ**

96 ROOSEVELT AVENUE  
CARTERET, NEW JERSEY 07008  
(732) 541 - 6800  
FAX (732) 541 - 2867

**REQUEST FOR PROPOSALS FOR SPECIALIZED LEGAL COUNSEL**

**FOR THE**

**CARTERET HOUSING AUTHORITY**

It is the Housing Authority's desire to retain and employ a duly qualified Attorney or Law Firm to act as Specialized Legal Counsel to review matters related to contracts, labor and bid documents. All legal services must be provided in accordance with the existing rules, orders, directives and regulations promulgated by the United States Department of Housing and Urban Development and the State of New Jersey.

**QUALIFICATIONS:**

- 1.) Must be licensed to practice law in the State of New Jersey.
- 2.) Must have experience representing Housing Authorities and an understanding of HUD funded programs and related Federal regulations.
- 3.) Must be fully versed in New Jersey Local Housing Authorities Law, and HUD's procurement regulations.
- 4.) Must have experience with public contracts, labor matters and composing and reviewing bid documents.

**PROPOSAL SUBMISSION:**

All qualified candidates interested in submitting a proposal for "Specialized Legal Counsel" should submit a written proposal based upon an hourly rate schedule. Candidates must complete in the entirety the attached AGREEMENT FOR LEGAL SERVICES and submit three, (3), original copies, executed by the Attorney and witnessed. The AGREEMENT shall be for a period of one year and shall be the basis under which the Authority shall enter into the Agreement for Legal Services with the qualified Attorney or Law Firm ranking highest on the attached evaluation form.

All fees must be reasonable and contain an itemization of any requested reimbursable items. A copy of the candidates resume should be attached to the proposal listing all previous experience and qualifications. All proposals should be sealed with the envelope marked: "Proposal for Special Legal Counsel", and delivered to the office of the Carteret Housing Authority, 96 Roosevelt Avenue, Carteret, New Jersey 07008, Attn: Eric Chubenko, Executive Director, prior to 12:30pm Thursday, December 13, 2018.

## **REQUEST FOR PROPOSALS**

Proposals will be ranked using the following quality/merit factors with the corresponding relative weights.

<b><u>FACTOR</u></b>	<b><u>WEIGHT</u></b>
1. Experience in Housing Authority law and HUD procedures, relative to Housing Authorities.	25%
2. Experience as Counsel to Local Government Authorities and Agencies.	25%
3. Experience with the New Jersey Local Public Contracts Law and HUD's Procurement requirements at 24 CFR 85.36.	25%
4. Price.	25%

Attorneys submitting proposals to the RFP must be licensed to practice law in the State of New Jersey and must not be under sanction from HUD.

Proposals must be received by 12:30PM Thursday, December 13, 2018.

**AGREEMENT FOR MANAGEMENT LEGAL SERVICES**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the Carteret Housing Authority, (hereinafter called the "Local Authority"), and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, (Hereinafter called the "Attorney").  
(Municipality) (State)

WITNESSETH:

WHEREAS, the Local Authority is currently operating 252 units of low-rent public housing, of which the majority are being converted to Project Based Vouchers under the RAD Program, and 464 units of Section 8, located in New Jersey and;

WHEREAS, occasional specialized legal services will be required by the Local Authority in connection with its operation and management and;

WHEREAS, the parties hereto desire to set forth in writing their respective rights and obligations;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Local Authority hereby engages the Attorney as special legal counsel and the Attorney accepts said employment, under the terms and conditions hereinafter set forth.
2. The Attorney agrees to render all legal services, which the Local Authority may request in the operation and management of the Authority relating to the requested services under this RFP.
3. This contract shall be in effect 1 year from the date hereof. Either party may terminate and cancel this contract upon 30 days notice to the other and in such event the Attorney shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation. An equitable adjustment shall be made to compensate the Attorney for services performed but not completed as of the date of such termination or cancellation.
4. Legal services to be provided under this Agreement shall include:
  - a) Conferring with and advising the Authority regarding matters related to contracts, labor and bid documents.
  - b) Advice and assistance to the Authority in the preparation of legal documents, contracts, specifications and bid documents.
  - c) Approval of the legality of contracts.
  - d) Handling of legal questions and matters arising under contracts, specifications and bid documents of the Authority and rendering of legal opinions on these matters.
5. The Local Authority agrees to pay the Attorney for services to be rendered under this contract at an hourly fee schedule as follows:
6. The Local Authority shall reimburse said Attorney for reasonable and necessary travel expenses incurred in connection with performance of the Attorney's duties hereunder occurring outside the

boundaries of the jurisdiction of the Authority. Such reimbursement shall be limited to the amount allowed under the travel regulations of the Authority current at the time the travel is performed.

7. The Local Authority shall reimburse said Attorney for reasonable and necessary expenses and disbursements incurred with the approval of the Local Authority, in connection with legal services rendered hereunder, but not including the Attorney's office or overhead expenses.
8. This is the entire agreement between the parties pertaining to the matters set forth herein.
9. No member, officer, or employee of the Local Authority during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
10. No member of, or delegate to Congress of the United States of America, shall be admitted to any share or part of this Contract or any benefits, which may arise therefrom.
11. Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer-employee between the Local Authority and the Attorney, and no rights or privileges of an employee of the Authority shall inure to the Attorney hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the date first written above.

\_\_\_\_\_  
(Name of Authority)

By:\_\_\_\_\_

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

(SEAL)

ATTEST:

\_\_\_\_\_

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
ATTORNEY

**COMPETITIVE PROPOSAL EVALUATION SYSTEM**

**PROFESSIONAL SERVICES**

Type of Services: \_\_\_\_\_ Special Legal \_\_\_\_\_.

Name/Address of Respondent: \_\_\_\_\_

\_\_\_\_\_.

- 1) Experience in Housing Authority Law and HUD procedures, \_\_\_\_\_.  
Relative to Housing Authorities. (25 Points)
- 2) Experience as counsel to Local Government Authorities \_\_\_\_\_.  
and Agencies. (25 Points)
- 3) Experience with the New Jersey Local Public Contracts \_\_\_\_\_.  
Law and HUD's Procurement requirements at 24CFR 85.36.  
(25 Points)
- 4) Price. (25 Points) \_\_\_\_\_.

Total Point Score: \_\_\_\_\_.

Narrative Review of Proposal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CARTERET HOUSING AUTHORITY**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

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

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

Name: \_\_\_\_\_  
(Print or Type)

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

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



## **Introduction**

Pursuant to the Fair and Open Process established by N.J.S.A. 39:44A-3, et. Seq., the Carteret Housing Authority seeks Requests for Proposal (“RFP”) from Attorneys or Legal Firms licensed to practice in the State of New Jersey that wish to serve as Attorney or Legal Firm to the Carteret Housing Authority for the 2018 calendar year. The successful person/firm must have significant experience in representing New Jersey public entities and Housing Authorities. The successful person/firm will provide all necessary and desirable services and advice requested by the Housing Authority.

1. Hourly rate and any other charges for services.
2. Break down of billing method.
3. Total Cost.

## **Professional Information and Qualifications**

Each interested Attorney or Legal Firm shall submit the following information:

1. Name of Attorneys or Legal Firms and firm if any in which Attorneys or Legal Firms is associated;
2. Address of principal place of business and all offices and corresponding telephone and fax numbers.
3. Areas of Practice;
4. Description of experience, qualifications, number of years with the current firm and a descriptive narrative of their experience with projects similar to those required herein;
5. Experience related to representation of Municipalities and other public entities;
6. At least three (3) references, of which must have knowledge of your representation of a public entity;
7. Any other information which the interested Attorneys or Legal Firms deems relevant;
- 8 A copy of your New Jersey Business Registration Certificate;
9. A completed Non Collusion form (attached).
- 10 A completed Affirmative Action form (attached)
11. A completed Americans with Disabilities form (attached)

## **Selection Criteria**

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individual who will perform the tasks and the amounts of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion and availability for appearances on behalf of the Carteret Housing Authority, including staffing and familiarity with the subject matter; and
4. Cost effectiveness.

## **Submission Requirements**

Responses to this RFP must be delivered in a sealed envelope bearing the

Title: ATTORNEY OR LEGAL FIRM SERVICES 2018; and received no later than December 13, 2018, 12:30pm addressed to:

Carteret Housing Authority  
Attn.: Eric Chubenko  
Carteret, NJ 07008

Emailed proposal packets not accepted

**SUBMISSION OF RFP's / PROPOSALS**

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "Carteret Housing Authority," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.
2. Sealed proposals will be received by the location at the time and location as stated in the Notice to Vendors.
3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the Carteret Housing Authority, (2) bearing the name and address of the Vendor written on the face of the envelope, and (1) clearly marked "SEALED RFP" with the contract title, "Special Counsel Attorney or Legal Firm Services for 2019". There shall be two (2) original paper copies of the proposal submitted.
4. It is the Vendor's responsibility that proposals are presented to the Carteret Housing Authority at the time and at the place designated. RFP's may be hand delivered or mailed; however, the Carteret Housing Authority disclaims any responsibility for RFP's forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
5. Sealed RFP's forwarded to the Carteret Housing Authority before the time of opening of RFP's may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once RFP's have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the RFP package is to be returned completed. All RFP's must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of

additive information not required by the Scope of Services, or irregularities of any kind, may be rejected by the Carteret Housing Authority. Any changes, whiteouts, strikeouts, etc. in the RFP's proposal must be initialed in ink by the person signing the proposal.

7. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:

Proposals by partnerships must furnish the full name of all partners and 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.

8. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:

N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.

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 Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Vendor should consult the statutes or independent legal counsel for further information.

## INTERPRETATION AND ADDENDA

1. The Vendor understands and agrees that its proposal is submitted on the basis of the RFP's prepared by the Carteret Housing Authority. The Vendor accepts the obligation to become familiar with the Scope of Services.

2. Vendors are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal's Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the Carteret Housing Authority of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor's submitted proposal.
  
3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the Carteret Housing Authority's finance department via email to [chamvega@aol.com](mailto:chamvega@aol.com). In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP's, and will be distributed to all prospective Vendors via the Carteret Housing Authority's website

([www.ci.carteret.nj.us](http://www.ci.carteret.nj.us)). All addenda so issued shall become part of the RFP and proposal documents, and shall be acknowledged by the Vendor in the proposal. The Carteret Housing Authority's interpretations or corrections thereof shall be final.

When issuing addenda, the Carteret Housing Authority shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

#### 4. Discrepancies in Proposals

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Carteret Housing Authority of the extended totals shall govern.

## INSURANCE AND INDEMNIFICATION

**The Vendor shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal documents:**

### **INSURANCE REQUIREMENTS**

#### Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

#### General Liability Insurance

The Vendor shall furnish evidence to the Carteret Housing Authority prior to the work he/she or any of his/her subcontractors perform and will provide Standard Vendor's Liability for any operations to be performed by vendor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$1,000,000 aggregate for bodily injury and property damage, coverage shall be maintained in full force during the life of the contract.

#### Professional Liability Insurance

Professional liability insurance covering Vendor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and coverage shall be maintained in full force during the life of the contract.

### **CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Carteret Housing Authority as an additional insured.

Self-insured Vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Carteret Housing Authority as an additional insured.

### **INDEMNIFICATION**

The Vendor shall indemnify, defend, and save harmless the Carteret Housing Authority, at the vendors own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of

any act or omission of the said Vendor, his agents or employees, in the delivery of services, execution of the work, or in the guarding of it.

The Vendor shall, and is hereby authorized to, obtain and pay for such insurance, naming as one of the assured, the Carteret Housing Authority of Carteret, as will protect the Carteret Housing Authority from its contingent liability under this contract, and the Carteret Housing Authority's right to enforce against the Vendor any provision of this article shall be contingent upon full compliance by the Carteret Housing Authority with the terms of such insurance policy or policies, a copy of which shall be deposited with the Carteret Housing Authority.

#### PRICING INFORMATION FOR PREPARATION OF PROPOSALS

1. The Carteret Housing Authority is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.
3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
4. Vendors shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The Carteret Housing Authority shall not be responsible for delivery costs or travel costs of any type.

#### STATUTORY AND OTHER REQUIREMENTS

**Where applicable, the following are mandatory requirements of this proposal and contract.**

##### 1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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. The following information summarizes the full, required regulatory text, which is included as Appendix A of this proposal Scope of Services.

Goods and Services (including professional services) Contracts

##### 2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language that is included as Appendix B of this Scope of Services and agree that the provisions of Title II of the Act are made a

part of the contract. The Vendor is obligated to comply with the Act and to hold the Carteret Housing Authority harmless.

### 3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership 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 proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

### 4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

Failure to submit proof of registration within three (3) days of award for this proposal requires mandatory rejection of a proposal as a non-waivable defect.

### 5. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

### 6. PAY TO PLAY

Starting in January, 2007, 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 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the Carteret Housing Authority.

## METHOD OF CONTRACT AWARD

1. The Carteret Housing Authority and the successful Vendor, shall execute said contract within 60 days of opening. Failure or neglect of the Vendor to execute said contract or to contact the Carteret Housing Authority to request an extension to execute said contract shall constitute a breach and the Carteret Housing Authority can award the contract to the 2<sup>nd</sup> choice Vendor. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the Carteret Housing Authority shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the Carteret Housing Authority to the successful Vendor. Terms of the Scope of Services/proposal package prevail. Vendor exceptions must be formally accepted by the Carteret Housing Authority. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the Carteret Housing Authority.
3. The Carteret Housing Authority reserves the right to waive immaterial formalities. The Carteret Housing Authority reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.

## CAUSES FOR REJECTING RFP's /PROPOSALS

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple proposals from an agent representing competing Vendors;
4. The proposal is inappropriately unbalanced;
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor fails to enter into a contract within seven (7) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract.
7. If the mandatory forms are not received within the RFP Packet.



## TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the Carteret Housing Authority shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the Carteret Housing Authority of any obligation for balances to the Vendor of any sum or sums set forth in the contract. The Carteret Housing Authority will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the Carteret Housing Authority for damages sustained by the Carteret Housing Authority by virtue of any breach of the contract by the Vendor and the Carteret Housing Authority may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the Carteret Housing Authority from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the Carteret Housing Authority harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Carteret Housing Authority under this provision.
4. In case of default by the Vendor, the Carteret Housing Authority may procure the services from other sources and hold the Vendor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Carteret Housing Authority reserves the right to cancel the contract.
6. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**  
It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the Carteret Housing Authority.
7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Carteret Housing Authority.
8. The Carteret Housing Authority may terminate the contract for convenience by providing 30 calendar days advance written notice to the Vendor.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(Mandatory Affirmative Action Language)

**FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:**

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

The Vendor 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 Vendor 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 Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 Vendor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Vendor 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 Vendor 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 Vendor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee  
Information Report Employee Information Report Form AA302

The Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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.**

\_\_\_\_\_  
Vendor initials

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**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## AMERICANS WITH DISABILITIES ACT OF 1990

### Equal Opportunity for Individuals with Disability APPENDIX B

The Vendor and the Carteret Housing Authority, (hereafter "Carteret Housing Authority") do hereby agree that the provisions of Title 11 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 Carteret Housing Authority pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Carteret Housing Authority in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the Carteret Housing Authority, 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 Vendor 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 Carteret Housing Authority's grievance procedure, the Vendor agrees to abide by any decision of the Carteret Housing Authority which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Carteret Housing Authority, or if the Carteret Housing Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

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

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

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

\_\_\_\_\_  
Vendor Initials

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 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.

\_\_\_\_\_  
Vendors initials

## **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl).

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

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 the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder 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 \_\_\_\_\_ relies upon the truth of the statements contained in said Proposal

(name of contracting unit)

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

\_\_\_\_\_.

Subscribed and sworn to  
before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and**



Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Carteret Housing Authority* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Carteret Housing Authority* to notify the *Carteret Housing 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Carteret Housing Authority* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Contact Information for the respondent:

Name:

Address:

Phone:

Email:

**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/Dof/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:**

**D** 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**

**D** 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 do so will result in the bidder's proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 1: 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 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(a) 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:

**Please submit 2 originals of the Request for Proposal**