

**JERSEY CITY HOUSING AUTHORITY (JCHA)
REQUEST FOR PROPOSALS FOR VARIOUS LEGAL SERVICES:**

**DEVELOPMENT COUNSEL
EMPLOYMENT/LABOR COUNSEL
GENERAL COUNSEL
REVITALIZATION COUNSEL
TENANCY COUNSEL**

The JCHA requires a firm/s for the above array of **Legal Services, For A Period of One (1) Year**

Bids or RFP documents may be obtained from our website www.jerseycityha.org by clicking on the **Doing Business With Us** tab then scrolling down on page to access the **BID/RFP Package** to download the package once identifying title. Any questions can be emailed to purchasing@jcha.us or faxed to the Purchasing Department at 201-547-6648 between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, (excluding holidays).

TDD # 201-706-4695 starting Wednesday, July 10, 2024, through Tuesday, August 6, 2024.

All firms must submit 1 original, 5 copies (**submit separate proposals if your submitting for more than 1 category**) and a flash drive of the proposal in a SEALED Envelope **LABELED APPROPRIATELY (PROPOSAL TITLE AND RETURN ADDRESS)** and received by the JCHA, c/o Kenneth Pinnock, Jr., Deputy Executive Director and Director of Procurement, Contracts & Risk Management, 400 U.S. Highway # 1, (Marion Gardens), Jersey City, New Jersey, 07306, **by or before Wednesday, August 7, 2024 @ 11:00 A.M. EST**, using one of the following submission procedures:

HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

Prior to being awarded a contract the vendor must supply a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue.

*****PLEASE ENSURE TO VISIT OUR WEBSITE SEVEN (7) DAYS PRIOR TO THE DUE DATE OF ANY BIDS & RFPs THAT YOU WISH TO PARTICIPATE IN, FOR ANY NOTICE OF CHANGE/ADDENDA BEFORE SUBMITTING YOUR BID OR RFP PACKAGE*****

Proposals received after this date and time for any reason shall not be considered and will be returned to the sender.

By: **Kenneth Pinnock** Digitally signed by Kenneth Pinnock
DN: cn=Kenneth Pinnock, o=Jersey City Housing Authority, ou=Procurement
& Contracts Administration, email=kpinnock@jcha.us, c=US
Date: 2024.07.03 16:01:20 -0400

Kenneth Pinnock Jr.
Deputy Executive Director
Director of Procurement, Contracts & Risk Management

For:

Stephen Cea
Executive Director

REF# 2024-RFP #14

Publication Dates: Wednesday & Thursday, July 10th and 11th, 2024

SECTION I: PROPOSAL INSTRUCTIONS

INTRODUCTION

Be advised that this Request For Proposal “RFP” solicitation encompasses all the Jersey City Housing Authority (“JCHA”) legal services. **The RFP provides an opportunity for law firms to submit a proposal/s for any number of the following five (5) areas of concentration: - Development, General Counsel, Labor & Employment, Revitalization and Tenancy (a separate proposal is required for each area if seeking multiple awards).**

All responses for providing services under this RFP must include all of the elements described in this section. It is recommended that firms read the entire RFP before proceeding to draft any of the required elements of the proposal to be submitted.

The firm should provide a one or two-page letter of introduction briefly describing the firm and its work, especially as it relates to this prospective commission/s. Each firm must state the date it was established and years of corporate experience by area of concentration. The letter must specifically identify the principal/s of the firm who would be assigned to provide the requested services to the JCHA if the firm is awarded the contract. **If submitting for multiple areas, then the principle must be named for each area** i.e. Development, General Counsel, Labor & Employment, Revitalization and Tenancy

The letter should include a statement that if the firm is selected by the JCHA, the firm will be ready to begin work on or about **November 2024**.

The JCHA reserves the right to award a single or multiple contracts in any of the areas of concentration or a single contract to cover all legal service areas.

The JCHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the process at any time if deemed by the JCHA to be in the best interest of the JCHA.

Proposals submitted shall not be withdrawn for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the JCHA.

All proposals must then include the following elements:

1. STATEMENT OF PROFESSIONAL EXPERIENCE AND QUALIFICATIONS

- a) State the firm's professional experience, which offers evidence of qualifications to perform the requested services in each area as described in Specific work and expertise with directly related projects is of particular interest. The firm's proposal must include a list of recent and current clients including contact information. (Note: The JCHA will perform reference checks as part of the evaluation process and shall presume that the firm has no objection to the JCHA contacting listed clients to review the firm's work, including work quality, compliance with requested scope of service, cost control, ability to meet schedules and client satisfaction.)
- b) State the principal of the firm who will be assigned to perform the JCHA work. Ensure that in the description of the firm's **DEVELOPMENT EXPERIENCE** it is very clear to what extent the principals to be assigned to the JCHA work were involved in the referenced experience. (Note: For proposal evaluation purposes, the experience of the principal to be assigned to the JCHA work will be given equal or greater weight than the experience of "the firm" as an entity.)

The JCHA is only interested in qualifications, experience, track records and technical competence, which are **DIRECTLY RELATED** to the Scope of Services of this commission.

c) Conflict Check

To assist the JCHA in performing a conflict check, each firm is asked to review its client list and as part of the firm's response to this RFP, advise the JCHA of the names of the firm's clients who might potentially or perceptually pose a conflict of interest in connection with work the firm may perform for the JCHA if awarded this contract. Proposals that fail to provide a response may be removed from further review and consideration.

STATEMENT OF PROFESSIONAL EXPERIENCE AND QUALIFICATIONS (CONT'D)

If a conflict-of-interest issue related to the JCHA, either directly or indirectly, arises during the tenure of the contract, the firm must notify the JCHA immediately in writing

and is prohibited from representing either client. The JCHA will reassign any case that meets this criterion to another contracted JCHA legal firm.

Discovery of an undisclosed/existing conflict of interest shall be grounds for contract termination.

d) Employment of Former Employees, etc.

For the JCHA to comply with its Ethics Policy, which states that:

“The JCHA shall not, for a period of one year next subsequent to the termination of office of a member of the JCHA: a) award any contract which is not publicly bid to a former member of the JCHA; b) allow a former member of the JCHA to represent, appear for, or negotiate on behalf of any other party before the JCHA; or c) employ for compensation, except pursuant to open competitive examination in accordance with Title 11a of the New Jersey Statutes and the rules and regulations promulgated pursuant thereto, any former member of the JCHA.”

Thus, the firm must furnish, as a part of its response to this RFP, the names of any former employees, and/or Commissioners of the JCHA who may be employed by the firm and/or will participate in any way in the performance of this contract.

2. LEGAL REPRESENTATION AT MEETINGS:

The JCHA will only allow for billable hours for one attorney per firm.

GENERAL Counsel is expected at Board Meetings. All other legal counsel meeting attendance will be requested at the discretion of the Executive Director or designee.

NOTE: “Special Litigation,” as defined in HUD Notices is not included in the Scope of Service for this contract. As per HUD Notices “Special Litigation” may require independent procurement and require separate HUD approved contracts. (All proposing firms should indicate their knowledge of the applicable HUD procedures (as per HUD Litigation Handbook) where and if such a case arises.

3. DOCUMENT REQUIREMENTS

Provide all formal documents, certifications, etc., as specified in SECTION IV of this RFP.

4. ADDITIONAL ELEMENTS

It is the sole responsibility of the firm to provide all information requested and meet all requirements of this RFP. If any of the required information is not provided or requirements not met, the JCHA may, at its sole discretion, remove the proposal from any further consideration. All information must be clear, concise and complete.

5. SUBMITTAL REQUIREMENTS:

Proposal submission must be structure according to the sections listed below, pages numbered (where applicable), sections tabbed, and proposals bound:

Section 1. Letter of Introduction (one or two pages), must include the following:

- a. Brief description of firm and its work.
- b. Date established and years of experience.
- c. Indicate ability to start work according to request.

Section 2. Professional Experience/Qualifications, must include the following:

- a. Qualified details of firm's specific work and expertise with directly related projects and the principal's role as related to the required *Scope of Services*.
- b. Recent (past five years) and current client list (fill out attached form).
- c. Principal/s of firm assigned to project, including resume, which specifically outlines extent of their involvement in referenced experience.

Section 3. Statements

- a. Conflict Check
- b. Ethics Policy: Employment of Former Employees, etc

Section 4. Budget

- a. Cost
- b. Percentage of work performed by principal/s

Section 5. Required Documents

- a. Section IV of the RFP

All firms must submit one (1) original, five (5) copies and a Flash Drive of the proposal for each Area being submitted for in a SEALED ENVELOPE LABELED APPROPRIATELY (PROPOSAL TITLE AND RETURN ADDRESS) and received by the JCHA, c/o Kenneth Pinnock, Jr., Deputy Executive Director and Director of Procurement, Contracts & Risk Management, 400 U.S. Highway # 1, (Marion Gardens), Jersey City, New Jersey, 07306, by or before **Wednesday, August 7, 2024 @ 11:00**

JCHA RFP: FOR ALL LEGAL SERVICES
SECTION I: PROPOSAL INSTRUCTIONS

A.M., using one of the following submission procedures: Hand-Carried / Mailed / Overnight/Express Mail Delivery. Proposals received after this date and time for any reason shall not be considered and will be returned to the sender.

If your firm has any questions about the general procurement process for this RFP and/or the Scope of Services, please direct them to the Purchasing Department via email purchasing@jcha.us or via fax @ (201) 547-6648.

SECTION II: SCOPE OF SERVICES: DEVELOPMENT COUNSEL

The firm will perform such legal services as set forth in the following Scope of Services:

A. JCHA HOMEOWNERSHIP PROGRAMS

Provide all legal review, advice, representation and certifications to facilitate the JCHA's Homeownership Opportunity Programs. Review and make recommendations regarding: JCHA's Public Housing and Section 8 Homeownership Plans, including developing a model contract of sale and related legal documents for the JCHA; homeownership mortgage commitments, including NJHMFA and private lenders; prepare title closing documents; attend closing, execute and record sale documents, including amendments to the ACC and Declaration of Trust; and represent the JCHA on any homeownership-related litigation to enforce the JCHA's deed restrictions.

B. NOT FOR PROFIT DEVELOPMENTAL CORPORATIONS

Provide review, advice, recommendations and representation regarding: JCHA's Not-For-Profit (NFP) Corporations involved in facilitating and forwarding JCHA's new housing and community development initiatives. Roles specifically include, but are not limited to: ensuring NFP Corporations are in full compliance with state and federal governing regulations, including annual filings; preparing and updating board bylaws, procedures and related documents; providing the JCHA Board of Commissioners and Executive Staff with a status report regarding the corporations and activities, and arranging for dissolution of redundant corporations as necessary.

C. RAD CONVERSIONS AND MIXED-FINANCE DEVELOPMENTS

Provide legal review, advice, representation, and certifications to facilitate the implementation of Revitalization Programs. Provide legal review, advice, representation, and certifications to facilitate the implementation of Rental Assistance Demonstration (RAD Conversion) for Public Housing properties and Mixed-Finance sites that have satisfied tax credit compliance. Review, make recommendations and represent the JCHA in connection with the development of low- and mixed-income homeownership units and (on a limited basis) Mixed-Finance rental projects. Provide legal document review, negotiation and advice relating to Revitalization development activities including environmental applications, ground leases between the JCHA and Developers, land assembly, land transfers, licensing and redevelopment agreements between the City and the JCHA, Developer agreements, and in coordination with Revitalization Counsel, certain closing documents for mixed-finance rental developments.

D. MUNICIPAL LAND USE

Under Public Housing Revitalization Programs, and for mixed-finance rental developments, the JCHA's Developer partner(s) are generally responsible for legal representation to facilitate municipal land use approvals. For other development (if any), provide advice and legal representation to facilitate the acquisition, planning and development of new JCHA development including but not limited to: appearances before the Jersey City Planning Board, vacation and street dedications of public rights of way, tax abatements and site plan approvals, zoning variances, liaison with appropriate City and autonomous agencies, represent the JCHA at closing for replacement housing sites. Additionally, provide legal document review and advice for receipt of grants and mortgages secured by the JCHA including but not limited to CDBG/HOME, etc.

E. ACQUISITIONS, RE-FINANCINGS AND NJHMFA FINANCINGS

Provide legal review, advice, representation regarding the acquisition of post-LIHTC Compliance affordable properties, NJHMFA re-syndication of mixed-finance properties as necessary.

F. LEGAL SERVICE REQUEST

The Executive Director or designee must provide authorization for the performance of work.

G. COST

The maximum hourly rate for this commission is \$175.00; proposals that exceed the maximum will not be considered. All proposals must clearly state the firm's hourly rate for services to be rendered in response to this RFP to be considered for an award. Failure to provide an hourly rate will remove the firm from further review and consideration.

NOTE: If the firm proposes that the required legal services will be provided by members of the firm who have different hourly billing rates, then the proposal must state the portion of the scope of work which will be provided by which firm members by the billing rates; weight the work by billing rates; and state a single, weighted, composite rate as the firm's "hourly rate" for proposal evaluation purposes. (For example, if the firm proposes that 50% of the scope of services would be performed by a Partner @ \$200/hr. and 50% by an associate at \$150/hr., then the firm's proposed hourly rate is \$175/hr.) The firm may propose to bill for all attorneys at a blended rate based on the single weighted, composite rate, or distinguish the rates for partners and associates.

G. COST (continued)

All of the firm's costs for performing the Scope of Services must be included in the stated hourly rate. The JCHA will not pay for: copies or faxes, overhead, logistical costs, secretarial, internet, in-state travel (e.g., to and from the JCHA, to and from Jersey City governmental agencies, to and from HUD offices in Newark, N.J.), materials delivery to and from the JCHA and any other related cost, with only the following exceptions: the JCHA will pay for business related travel outside of New Jersey if and when specifically directed by the JCHA and then in accordance with the JCHA's approved Travel Policy for JCHA Commissioners and staff. The JCHA will pay for legal document filing fees, overnight priority mail delivery, and other "out of pocket" extraordinary costs not reasonable and not usually considered part of a legal firm's overhead and logistical support cost.

ALL INVOICES MUST SAY INVOICE, REFERENCE THE PURCHASE ORDER OR CONTRACT NUMBER AND ARE TO BE EMAILED AS AN ATTACHMENT TO invoice@jcha.us. ALL INVOICES MUST ALSO PROVIDE DETAIL REGARDING ACTUAL HOURS WORKED. HARD COPIES TO BE MAILED TO ATTN: ACCOUNTS PAYABLE, (see address below). Payments will be made at approximately thirty (30) day intervals. All approved contractor/vendor payments will be via direct deposit from the JCHA's financial institution. The contractor/vendor (if awarded a contract) will be required to participate in the direct deposit payment program (ACH Payments) and will be asked to complete a **Direct Deposit Authorization Form (with a voided bank check) and **IRS Form W-9** and return them to the JCHA. Please return the required documents to:**

**Jersey City Housing Authority
Accounts Payable Department
400 US Highway #1 (Marion Gardens)
Jersey City, New Jersey 07306**

It is essential that both forms be completed and signed by the firm/company authorized signer on the bank account.

NOTE: Invoices must be received by the JCHA between the first and third Friday of each month in order to be considered for payment within thirty (30) days.

The total number of hours estimated for the work outlined in the Scope of Service is approximately 250-300 hours.

SECTION II: SCOPE OF SERVICES: GENERAL COUNSEL**A. BOARD OF COMMISSIONERS AND EXECUTIVE STAFF**

1. Attend all regular and special meetings of the Board of Commissioners (regular meetings are typically held once per month and special meetings as called by the Chairperson, but at least twice annually).
2. Supervise drafting of all resolutions to be considered by the Board. Review the Board meeting agenda and all associated materials, which may require research and specialized opinions beyond standard certification as to legal sufficiency of proposed actions. Review agenda items with the JCHA Executive Director prior to the Board meeting, as directed by the Executive Director.
3. Conduct research and provide legal advice to the Board – through its Chairperson – and JCHA executive staff in connection with all the JCHA’s programs and operations, including without limitation Public Housing, Section 8, Capital Fund Program, Community Development, and other programs.
4. Render legal opinions as requested and authorized by the Chairperson of the Board or the JCHA Executive Director, provide timely responses to all legal questions that may arise, and provide representation in connection with all Board-related activities. General Counsel should have a thorough familiarity with the JCHA’s bylaws, policies, and procedures, and Robert’s Rules of Order, to assist the Chairperson in the lawful and orderly presiding over public meetings and Closed Caucus sessions.

B. LEGISLATIVE AND REGULATORY MONITORING

1. Review JCHA compliance with federal, state, and local statutes, regulations, codes, policies, and directives, ensuring comprehensive protection from legal exposure.
2. Monitor all relevant federal, state, and local statutes, regulations, codes, policies, and directives, and provide updates to the Board – at meetings or through its chairperson – and executive staff on a real-time basis regarding legislative and regulatory proposals or enactments concerning the JCHA. Timeliness is critical to allow the Board and executive staff time and opportunity to advocate in favor of or against legislative or regulatory proposals based upon the best interests of the JCHA.

C. PROCUREMENT

1. Provide counsel, recommendations, and representation to ensure compliance with federal, state, and local statutory, regulatory, policy, procedural, and practice requirements related to all procurement issues, including without limitation the Local Public Contracts Law and HUD procurement regulations and guidance. Review/Update JCHA Bid Boiler Plate.
2. Prior to execution of contracts resulting from the procurement process, conduct a final review of bid and proposal request documents, agreements, and related materials and make recommendations to ensure legal sufficiency of contracts. *(Keep in mind that under part A. Board of Commissioners...of this scope, review of the procurement process has already been performed as part of the review of the proposed Board agenda and attendant backup materials).*

CONTRACTS AND AGREEMENTS

Draft, review, make recommendations, edit and/or facilitate completion of contracts and agreements with federal (usually HUD), State (usually DCA) and local government entities, (e.g. interlocal agreements) regarding funding commitments, property ownership and/or provision of services, e.g. Capital Fund Program amendments to the ACC and related Declarations of Trust.

Provide review, advice, negotiations and opinions regarding Capital Fund Leveraging and Energy Performance Contract.

D. CONTRACT DISPUTES AND LITIGATION,

1. Sometimes the JCHA and contractors/service providers/suppliers (and occasionally professional service firms) become involved in a dispute over, for example, work quality, timeliness, failure to perform.... which cannot be resolved through normal administration negotiations. To resolve some of these disputes, General Counsel would initiate appropriate legal action ranging from formal, written legal notices stating the JCHA's position and the consequences of noncompliance through calling in the applicable performance bonds through full litigation. Attendance at all necessary meetings and negotiations with the involved parties to try to resolve or settle the issue would also be required.
2. Represent the JCHA in pending and/or actual litigation relating to the general administration, management and operations of the JCHA, including advice and assistance to avoid and/or (with JCHA approval) pursue or settle prospective litigation. (This provision may include litigation relating to individual tenancy, labor disputes, HOPE VI/Choice development construction or individual Housing Choice Voucher cases; if these areas are not covered under other specialized legal service agreements).

E. RESIDENT OCCUPANCY AND OWNER INTERRELATIONSHIPS

1. Provide review, advice, and opinions as required for federal (usually HUD), State (usually DCA) and local legislation, rules, regulations and codes governing public housing resident eligibility, selection, assignment, continued occupancy and overall resident-owner interrelationships, as such relates to JCHA policy, practice, operating parameters and options. (Tenant selection proposals are covered under another special legal services agreement and are not part of this Scope of Services).
2. Beyond all general areas relating to the above, provide same for special areas such as: One Strike anti-narcotics policies, HUD FHEO rules, special security, utility allowances, rent exemptions, as well as informing the JCHA of changes in federal, state and local legislation and attendant rules affecting the Public Housing and Housing Choice Voucher Programs.

F. INSURANCE OVERSIGHT

1. Provide general oversight of and occasional intervention regarding JCHA insurance coverage agreements and contract for: general liability, public officials' liability, fidelity bonding, lead-based paint, property and fire, workers compensation, data processing, employee life, and business vehicles. Upon request, provide the Board and Executive Staff with an insurance workshop explaining all referenced and related insurance coverage.
2. The oversight requires reviewing all policies for sufficiency of coverage and minimization of exposure and checking with JCHA 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 interest of the JCHA. The oversight may require occasional (2x/yr.) direct intervention, giving the JCHA independent critique of how certain issues and/or cases are being handled by respective insurance entities, advising the Board of Commissioners and JCHA senior staff of broader implications for the JCHA of individual cases, and/or advocating the JCHA's position or recommendations with respective insurance entities. Provide quarterly reports on pending cases to the Board and executive staff.

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

G. OPRA/PUBLIC RECORDS

1. Advise the Board and executive staff on all matters pertaining to, and supervise the JCHA's compliance with, the Open Public Records Act and common law public records requests.
2. Provide counsel to the JCHA's records custodian(s) and respond, when requested by the JCHA, to requestors in accordance with the Open Public Records Act and all other applicable laws.
3. Represent the JCHA and appear before, as necessary, the Government Records Council and all courts and bodies of competent jurisdiction in connection with any challenges or appeals of denials or extensions under the Open Public Records Act or related matters.

H. OPMA/SUNSHINE LAW

Advise the Board and executive staff on all matters pertaining to, and supervise the JCHA's compliance with, the Open Public Meetings Act.

I. RELATED LEGAL SERVICES, GENERAL ADVICE, AND REPRESENTATION

Provide additional legal advice, services, and render opinions on a variety of matters as requested by the Board – through its chairperson – or the Executive Director.

J. NOT FOR PROFIT SUBSIDIARY CORPORATIONS

Establish and maintain nonprofit corporations as required by the JCHA and provide advice and counsel.

K. LEGAL SERVICE REQUEST

The Chairperson or Executive Director must provide authorization for the performance of work.

L. COST

- a. **The maximum hourly rate for this commission is \$175.00; proposals that exceed the maximum will not be considered.** All proposals must clearly state the firm's hourly rate for services to be rendered in response to this RFP to be considered for an award. Failure to provide an hourly rate will remove the firm from further review and consideration.

L. COST cont.

NOTE: If the firm proposes that the required legal services will be provided by members of the firm who have different hourly billing rates, then the proposal must state the portion of the scope of work which will be provided by which firm members by the billing rates; weight the work by billing rates; and state a single, weighted, composite rate as the firm's "hourly rate" for proposal evaluation purposes. (For example, if the firm proposes that 50% of the scope of services would be performed by a Partner @ \$200/hr. and 50% by an associate at \$150/hr., then the firm's proposed hourly rate is \$175/hr.) The firm may propose to bill for all attorneys at a blended rate based on the single weighted, composite rate, or distinguish the rates for partners and associates.

All of the firm's costs for performing the Scope of Services must be included in the stated hourly rate. The JCHA will not pay for: copies or faxes, overhead, logistical costs, secretarial, internet, in-state travel (e.g., to and from the JCHA, to and from Jersey City governmental agencies, to and from HUD offices in Newark, N.J.), materials delivery to and from the JCHA and any other related cost, with only the following exceptions: the JCHA will pay for business related travel outside of New Jersey if and when specifically directed by the JCHA and then in accordance with the JCHA's approved Travel Policy for JCHA Commissioners and staff. The JCHA will pay for legal document filing fees, overnight priority mail delivery, other "out of pocket" extraordinary costs not reasonable and not usually considered part of a legal firm's overhead and logistical support cost.

ALL INVOICES MUST SAY INVOICE, REFERENCE THE PURCHASE ORDER OR CONTRACT NUMBER AND ARE TO BE EMAILED AS AN ATTACHMENT TO invoice@jcha.us. HARD COPIES TO BE MAILED TO ATTN: ACCOUNTS PAYABLE, (see address below). Payments will be made at approximately thirty (30) day intervals. All approved contractor/vendor payments will be via direct deposit from the JCHA's financial institution. The contractor/vendor (if awarded a contract) will be required to participate in the direct deposit payment program (ACH Payments) and will be asked to complete a Direct Deposit Authorization Form (with a voided bank check) and IRS Form W-9 and return them to the JCHA. Please return the required documents to:

**Jersey City Housing Authority
Accounts Payable Department
400 US Highway #1 (Marion Gardens)
Jersey City, New Jersey 07306**

It is essential that both forms be completed and signed by the contractor's/vendor's authorized signer on the bank account.

NOTE: Invoices must be received by the JCHA between the first and third Friday of each month to be considered for payment within thirty (30) days.

The **total number of hours estimated** for the work outlined in the Scope of Service is approximately **300-350 hours**.

**SECTION II: SCOPE OF SERVICES – LABOR AND EMPLOYMENT LAW
SERVICES**

The JCHA is seeking legal support from a law firm with substantial experience in labor and employment law. The following section describes the general type and scope of services to be performed by the selected firm; all work commissioned and performed under the contract will be on an “as needed” basis. The contract maximum will only dictate the maximum amount of payment and will not establish any guaranteed level of work.

A. GENERAL POLICY REVIEW

Provide review and advice regarding JCHA personnel policies and practices, especially regarding compliance with and interpretation of applicable federal, state and local statutes, rules, regulations, collective bargaining agreements and related operating parameters. May revise and update existing policies and draft new policies.

B. REVIEW OF PERSONNEL ACTIONS

Provide review and advice regarding JCHA personnel actions, including terminations and Reduction in Force plans and compliance with and interpretation of applicable federal, state and local statutes, regulations, collective bargaining agreements, and related operating parameters.

C. THIRD PARTY REPRESENTATION

Provide assistance and advice to JCHA staff regarding case presentation and representation of the JCHA before third party review and appeal boards for personnel and collective bargaining cases and disputes, and specifically, to prepare cases for and provide representation usually before, but not limited to, the New Jersey Public Relations Commission (PERC), the New Jersey Department of Personnel (Civil Service) and the Equal Employment Opportunity Commission (EEOC) and/or local, State or federal court.

D. INTERNAL DISCIPLINARY ACTIONS AND HEARINGS

Prosecute employee disciplinary charges or represent the JCHA in internal Disciplinary hearings either as Hearing Officer or representing the JCHA. (Note: These roles are limited to those few cases/yr. where a private or union attorney represents the party against whom disciplinary action is being taken or has been taken). If representing the JCHA as Hearing Officer, make recommendation to Executive Director regarding outcome of the Hearing and draft decision letter.

E. COLLECTIVE BARGAINING

Provide review and advice regarding legal clarity, sufficiency and compliance with federal and state statutes for two collective bargaining agreements; and provide specific interpretations of agreement provisions and statutory changes, which may affect agreement provisions. Review union grievances and drafts responses.

Serve on the JCHA negotiating team; meet with JCHA staff to develop negotiating strategies; attend negotiating meetings, prepare correspondence, provide advice concerning PERC's mediation and fact-finding process; prepare position statements for, and attend mediation and fact-finding sessions.

F. RELATED WORK

1. Prepare and present staff training seminars on specific legal topics, e.g., JCHA's Policy Against Harassment, Conscientious Employee Protection Policy, Family & Medical Leave Policy, etc.
2. Conduct investigations of charges against JCHA employees; write summary of finding(s) and recommendation(s).
3. Facilitate exchange of information and cooperation with duly constituted law enforcement agencies, and,
4. Provide legal advice on issues concerning labor and employment law.
5. Other labor-related work, as required.

G. COST

The maximum hourly rate for this commission is \$175.00; proposals that exceed the maximum will not be considered. All proposals must clearly state the firm's hourly rate for services to be rendered in response to this RFP to be considered for an award. Failure to provide an hourly rate will remove the firm from further review and consideration.

NOTE: If the firm proposes that the required legal services will be provided by members of the firm who have different hourly billing rates, then the proposal must state the portion of the scope of work which will be provided by which firm members by the billing rates; weight the work by billing rates; and state a single, weighted, composite rate as the firm's "hourly rate" for proposal evaluation purposes. (For example, if the firm proposes that 50% of the scope of services would be performed by a Partner @ \$200/hr. and 50% by an associate at \$150/hr., then the firm's proposed hourly rate is \$175/hr.) The firm may propose to bill for all attorneys at a blended rate based on the single weighted, composite rate, or distinguish the rates for partners and associates.

G. COST cont.

All of the firm's costs for performing the Scope of Services must be included in the stated hourly rate. The JCHA will not pay for: copies or faxes, overhead, logistical costs, secretarial, internet, in-state travel (e.g., to and from the JCHA, to and from Jersey City governmental agencies, to and from HUD offices in Newark, N.J.), materials delivery to and from the JCHA and any other related cost, with only the following exceptions: the JCHA will pay for business related travel outside of New Jersey if and when specifically directed by the JCHA and then in accordance with the JCHA's approved Travel Policy for JCHA Commissioners and staff. The JCHA will pay for legal document filing fees, overnight priority mail delivery, other "out of pocket" extraordinary costs not reasonable and not usually considered part of a legal firm's overhead and logistical support cost.

ALL INVOICES MUST SAY INVOICE, REFERENCE THE PURCHASE ORDER OR CONTRACT NUMBER AND ARE TO BE EMAILED AS AN ATTACHMENT TO dtucker@jcha.us and invoice@jcha.us. HARD COPIES TO BE MAILED TO ATTN: Doreen M. Tucker, (see address below). Payments will be made at approximately thirty (30) day intervals. All approved contractor/vendor payments will be via direct deposit from the JCHA's financial institution. The contractor/vendor (if awarded a contract) will be required to participate in the direct deposit payment program (ACH Payments) and will be asked to complete a Direct Deposit Authorization Form (with a voided bank check**) and **IRS Form W-9** and return them to the **JCHA**. Please return the required documents to:**

**Jersey City Housing Authority
Human Resources Department
400 US Highway #1 (Marion Gardens)
Jersey City, New Jersey 07306**

It is essential that both forms be completed and signed by the firm/company authorized signer on the bank account.

NOTE: Invoices must be received by the JCHA between the first and third Friday of each month in order to be considered for payment within thirty (30) days.

H. MAXIMUM NUMBER OF HOURS

The **total number of hours estimated** for the work outlined in the Scope of Service is approximately **300 - 400 hours**.

SECTION II: SCOPE OF SERVICES: REVITALIZATION COUNSEL

The JCHA requires special legal services to represent the JCHA in the statutory, regulatory, financing and real estate elements associated with revitalization of current and former public housing developments including, but not limited to, negotiating with developers, local, state and federal agencies, departments, offices, the demolition of existing public housing, the construction of mixed-income, mixed-finance rental, for-sale housing, and/or related facilities.

Special legal services will be required for planned revitalizations as detailed below:

1. Represent the JCHA at the U.S. Department of Housing and Urban Development (HUD) Central office in Washington, DC and the HUD Special Applications Center (SAC) in Chicago, Illinois to negotiate, work through and resolve issues so as to advance JCHA's remaining revitalization plans;
2. Provide counsel based on a thorough knowledge of federal law, regulations and policies relating to the low-income public housing, revitalization programs, and available funding sources;
3. Provide consultation, legal advice, and opinions to JCHA regarding the Choice Neighborhood Program, the RAD Program and/or any other successive federal subsidy development programs, including, but not limited to relocation of public housing residents, procurement, project financing, project development and management, acquisition and redevelopment of real estate, and applicable federal statutory, regulatory and policy requirements and LIHTC compliance;
4. Prepare and/or advise the JCHA in the submission of evidentiary documents to the U.S. Department of Housing and Urban Development (HUD) for approval of Mixed Finance Proposals and mixed-finance closings, involving but not limited to Section 18 Demo\Dispo Applications, RAD conversions, Rental Term Sheet and Subsidy Layering Review submissions, Architectural and Site Plan Approval submissions, DOT\DORC filings;
5. Assist the JCHA in the negotiation, review, and enforcement of legal agreements with its Developer Partners, other private sector partner(s), Resident organizations, CHODOs, etc. Anticipated Agreements include: Overall Coordination Agreement, Memorandum of Understanding, Developer Agreement, Regulatory & Operating Agreement, and amendments to existing Agreements, Management Agreements, HMFA closing documents;
6. Evaluate the feasibility of the project's development and management structure including:
 - a. The overall soundness of the developer's proposed approach, including ownership and management structure;

- b. Analysis of the developer's proposed development and management structure as it relates to public housing and mixed-finance regulations and policies to ensure that there are no statutory and/or administrative incompatibilities.
 - c. Investigation of the legality of the proposed financial structures to ensure that they efficiently use JCHA and HUD resources, in terms of leveraging other funds and in minimizing JCHA's and HUD's total financial outlay and risks (i.e. ACC subsidy only projects, LIHTC only projects, PBV or non-ACC programs; Home Ownership Opportunity Programs).
7. Review and make recommendations (in coordination with JCHA local development counsel when appropriate) on the individual mixed-finance proposals and associated evidentiary documents, including but not limited to the following:
- a. Ground Lease: Obligating the owner of the mixed-finance project to develop, operate, and maintain the public housing units for the term of the low-income use restrictions; and ensuring that the terms of the ground lease are consistent with and limited in scope to the requirements of HMFA and IRS.
 - b. Regulatory and Operating Agreement: Governing the use, operation and future disposition (if any) of the public housing units in the mixed-finance project; including the methodology for the JCHA's provision of operating subsidy for the public housing units; the establishment and replenishment of project reserves; expressing the rights, duties, and obligations of the parties involved; and the agreed-upon method for dealing with operating deficits in the project and any future reduction in operating subsidy Congress may pass.
 - c. Declaration of Restrictive Covenants: Between the JCHA and the owner of the mixed-finance project and which defines the terms for the provision of public housing on-site and cites low-income use restrictions, and removal of Declarations of Trust.
 - d. Management Agreement: Between the owner of the project and its management agent, governing the management and operations of the project, including the use of a site-based waiting list and local preferences.
 - e. Developer Agreements: Between the JCHA and its designated developers establishing the duties and responsibilities of the parties, the allocation of expenses and risks, providing guarantees, describing the proposed ownership structures and the JCHA's role, if any, in the ownership and management of the projects, as well as the compensation to be paid by or to the JCHA, the developer, and other third parties;
 - f. Partnership Agreements: Establishing a limited partnership consisting of a general partner that will control the development and operation of the developments, and one or more limited partners that will contribute capital to assist in financing the developments but, who are not responsible for the day-to-day activities of the partnership.

- g. Revitalization Plans: May include significant off-site relocation strategies. The Revitalization Counsel, in coordination with JCHA local development counsel, will advise the JCHA on how to structure and execute relocation plans and, if necessary, replacement housing real estate transactions.

8. COST

- a. All proposals must clearly state the firm's hourly rate for services to be rendered in response to this RFP to be considered for an award. Failure to provide an hourly rate will remove the firm from further review and consideration.

- b. **JCHA COST RANGE**

The JCHA has determined an hourly rate and range (-30% and +50%), which is reasonable for this commission which will be used to determine proposal cost scores. Proposals will be scored based on the JCHA determined hourly rate. If the proposed cost, price, and/or rates (as applicable) is/are in excess of the higher end of the JCHA estimate, the JCHA may terminate any further consideration of the proposal. If the proposed cost, price and/or rates (as applicable) is/are below the lower end of the JCHA estimates, the JCHA may require further documentation and/or interviews prior to scoring.

NOTE: If the firm proposes that the required legal services will be provided by members of the firm who have different hourly billing rates, then the proposal must state the portion of the scope of work which will be provided by which firm members by the billing rates; weight the work by billing rates; and state a single, weighted, composite rate as the firm's "hourly rate" for proposal evaluation purposes. (For example, if the firm proposes that 50% of the scope of services would be performed by a Partner @ \$250/hr. and 50% by an associate @ \$150/hr., then the firm's proposed hourly rate is \$200/hr.).

All of the firm's costs for performing the scope of services must be included in the stated hourly rate. The JCHA **will not pay for:** copies or faxes, overhead, logistical costs, secretarial, internet, regular travel to governmental agencies, to and from HUD offices materials delivery to and from the JCHA and any other related cost, with only the following exceptions. The JCHA will pay for business related travel if and when specifically directed by the JCHA and then in accordance with the JCHA's approved Travel Policy for JCHA Commissioners and staff. The JCHA will pay for legal document filing fees, overnight priority mail delivery, other "out of pocket" extraordinary costs not reasonable and usually considered part of a legal firm's overhead and logistical support cost.

ALL INVOICES MUST SAY INVOICE, REFERENCE THE PURCHASE ORDER OR CONTRACT NUMBER AND ARE TO BE EMAILED AS AN ATTACHMENT TO

invoice@jcha.us. HARD COPIES TO BE MAILED TO ATTN: ACCOUNTS PAYABLE, (see address below). Payments will be made at approximately thirty (30) day intervals. All approved contractor/vendor payments will be via direct deposit from the JCHA's financial institution. The contractor/vendor (if awarded a contract) will be required to participate in the direct deposit payment program (ACH Payments) and will be asked to complete a Direct Deposit Authorization Form (**with a voided bank check**) and **IRS Form W-9** and return them to the **JCHA**. Please return the required documents to:

**Jersey City Housing Authority
Accounts Payable Department
400 US Highway #1 (Marion Gardens)
Jersey City, New Jersey 07306**

It is essential that both forms be completed and signed by the firm/company authorized signer on the bank account.

NOTE: Invoices must be received by the JCHA between the first and third Friday of each month in order to be considered for payment within thirty (30) days.

The total number of hours estimated for the work outlined in the Scope of Service is approximately 100-150 hours.

SECTION II: SCOPE OF SERVICES –LANDLORD/TENANT LEGAL SERVICES

The JCHA is seeking legal support from interested and qualified law firms licensed to do business in the State of New Jersey to provide legal services including, but not limited to, processing and filing Nonpayment and Holdover Complaints in the New Jersey Superior Court, Special Civil Part, Hudson Vicinage. The following section describes the general type and scope of services to be performed by the selected firm; all work commissioned and performed under the contract will be on an “as needed” basis. The contract maximum will only dictate the maximum amount of payment and will not establish any guaranteed level of work.

The JCHA currently serves over 15,000 residents across its low-income public housing and housing choice voucher programs, including approximately 2200 public housing units, of which approximately 1800 public housing units are spread across 8 separate and distinct apartment complexes wholly owned and managed by the JCHA in the City of Jersey City, Hudson County, New Jersey. In accordance with the Public Housing Operating Fund Program, 24 C.F.R. §990, Subpart H, each apartment complex at the JCHA is a separate asset, and therefore each complex should be treated as an independent landlord. Currently due to Covid restrictions, the JCHA has approximately 250 Non-Payment of Rent cases to be processed, filed, and adjudicated, whether by settlement or ultimate eviction. The JCHA is desirous of having these Non-Payment matters processed as quickly as possible.

A. THE LAW FIRM WILL PROVIDE LEGAL SERVICES AND ADVICE TO THE JCHA, INCLUDING:

1. Third-Party Representation

Appearance for and representation of the JCHA in original Non-Payment and other Holdover eviction proceedings in the New Jersey Superior Court, Hudson County Vicinage. Institute and bring to dutiful conclusions in courts of original jurisdiction all actions for the recovery or possession of dwelling units and/or for the collection of rent, including:

- a. **Non-Payment:** Preparing and filing Non-Payment Complaints, appearance and representation at case management proceedings and in court, processing Warrants of Removal, and post-warrant appearances including Orders to Show Cause and Requests for Orderly Removals.
- b. **Lease Violations:** Handling all legal matters relating to lease violations, including but not limited to preparing and serving Notices to Cease and Notices to Quit, preparing and filing Holdover Complaints, appearance and representation at case management proceeding and in court, and processing

Warrants of Removal. And, when required, representing the Jersey City Housing Authority with tenant grievances, such as return dates for Marini type hearings.

2. Hearing Officer Services

Provide Hearing Officer services “As Needed” for informal Termination of Program Benefit Hearings for the Section 8 Program and for formal Public Housing Grievance Hearings.

a. **Section 8 Housing Choice Voucher Program:** The JCHA administers Housing Choice Vouchers (HCV) to assist low income, family and elderly households to rent privately owned housing located throughout Jersey City. At the direction of the JCHA, the selected firm will schedule appropriate hearings, send notices, preside at hearings, prepare summaries and make/disseminate hearing findings (to the JCHA and the tenant and landlord) pursuant to HCV Program rules and regulations and New Jersey tenancy law.

b. Public Housing Program:

Adverse tenancy actions initiated by the JCHA including, but not limited to, proposed Lease Agreement terminations, transfer of a resident to another public housing unit, failure to perform required community service, impositions of charges for maintenance and repair, etc. will generate a notice from the JCHA to the Resident specifying the grounds for the proposed adverse action and the opportunity for the Resident to request an informal conference or formal grievance hearing.

3. Related Work

a. Provide legal advice on issues concerning landlord\tenant legal matters, including but not limited to, New Jersey’s Anti-Eviction Act and the United States’ Code of Federal Regulations; and

b. Facilitate exchange of information and cooperation with duly constituted law enforcement agencies.

B. FEES

Fees for Legal Services shall be broken down as follows:

The maximum hourly rate of for this commission is \$175.00; proposals that exceed the maximum will not be considered. If the firm proposes that the required legal services will be provided by different lawyers and support staff who have different hourly billing rates, then the proposal must state the portion of the scope of work which will be provided by

which firm member or support staff by the billing rates; weight the work by billing rates; and state a single, weighted, composite rate as the firm’s “hourly rate” for proposal evaluation purposes. (For example, if the firm proposes that 50% of the scope of services would be performed by a lawyer at \$225/hr. and 50% by a paralegal at \$125/hr., then the firm’s proposed hourly rate is \$175/hr.).

In Non-Payment of Rent Cases the firm will adhere to the following time limits:

Non-Payment of Rent Cases		
Service Provided	Responsible Provider	Maximum Allotted Time
Prepare Complaint	Paralegal	0.4 hours
Review Complaint	Lawyer	0.1 hours
Case Management Conference	Lawyer	0.3 hours
Appearance in Court	Lawyer	Actual Court Time
Process Warrant of Removal	Paralegal	0.3 hours

For all other legal services and advice, the firm will bill hourly at its stated rate for each lawyer or support staff performing the service. This includes all Holdover actions, post-warrant matters, hearing services and other related work.

All proposals must provide a copy of the firm’s proposed Retainer confirming the firm’s scope of services, fee structure and invoice demands.

C. COSTS

The JCHA will not pay for: copies or faxes, overhead, logistical costs, secretarial, internet, in-state travel (e.g., to and from the JCHA, to and from Jersey City governmental agencies, Hudson County Superior Court, to and from HUD offices in Newark, N.J.), materials delivery to and from the JCHA and any other related cost, with only the following exceptions: the JCHA will pay for business related travel outside of New Jersey if and when specifically directed by the JCHA and then in accordance with the JCHA’s approved Travel Policy for JCHA Commissioners and staff. The JCHA will pay for court fees, constable fees, legal document filing fees, overnight priority mail delivery, other “out of pocket” extraordinary costs not reasonable and not usually considered part of a legal firm’s overhead and logistical support cost.

ALL INVOICES MUST SAY INVOICE, REFERENCE THE PURCHASE ORDER OR CONTRACT NUMBER AND ARE TO BE EMAILED AS AN ATTACHMENT TO ccarrillo@jcha.us and invoice@jcha.us. HARD COPIES TO BE MAILED TO ATTN: Carmen Carrillo, (see address below). Payments will be made at approximately thirty (30)

day intervals. All approved contractor/vendor payments will be via direct deposit from the JCHA's financial institution. The contractor/vendor (if awarded a contract) will be required to participate in the direct deposit payment program (ACH Payments) and will be asked to complete a Direct Deposit Authorization Form (**with a voided bank check**) and **IRS Form W-9** and return them to the **JCHA**. Please return the required documents to:

**Jersey City Housing Authority
Purchasing, Contracts Administration and Procurement
400 US Highway #1 (Marion Gardens)
Jersey City, New Jersey 07306**

It is essential that both forms be completed and signed by the firm/company authorized signer on the bank account.

NOTE: Invoices must be received by the JCHA between the first and third Friday of each month in order to be considered for payment within thirty (30) days.

D. MAXIMUM NUMBER OF HOURS

The **total number of hours estimated** for the work outlined in the Scope of Service is approximately **450 - 550 hours**.

SECTION III: PROPOSAL EVALUATION CRITERIA

The JCHA will evaluate all proposals received based upon two (2) criteria with ranking points as follows:

FOR "EXPERIENCE, PAST PERFORMANCE AND QUALIFICATIONS"

MAXIMUM SCORE: 30 POINTS

- **Highest Ratings:** The professional experience described in the proposal demonstrates **extensive** ability, in quality and scale, as is required to perform the Scope of Services. "Extensive" in terms of this RFP is deemed as working for large Public Housing Authority, Redevelopment Agency, or a Non-Profit/Private Property management company experienced with federal rental subsidies.
- **Middle Ratings:** The professional experience described in the proposal demonstrates **moderate** ability, in quality and scale, as is required to perform the Scope of Services described in this RFP. "Moderate" in terms of this RFP is deemed working for small to medium-size Public Housing Authority, Redevelopment Agency, or a Non-Profit/Private Property management company experienced with federal rental subsidies.
- **Lower Ratings:** The professional experience described in the proposal demonstrates **limited** ability, in quality and scale, as is required to perform the Scope of Services described in this RFP. "Limited" in terms of this RFP is deemed as no experience working for Public Housing Authority, Redevelopment Agency, or a Non-Profit/Private Property management company experienced with federal rental subsidies.

Note: *References will be evaluated as part of the above referenced category and scored as excellent, good and fair (multiple references will be requested and averaged into one composite rating).*

Select firms may be interviewed prior to completion of the evaluation process.

If two or more firms meet the standard in any of the above categories, the firm with professional experience, which is most similar, will receive higher scores.

FOR "COST"

MAXIMUM POINTS: 10

Based on the Cost criteria listed in Section II of each proposal.

SECTION IV: DOCUMENT REQUIREMENTS

All proposals **must** include:

1. **A copy of the organization's/firm's "Business Registration Certificate" issued by the Division of Revenue.**
2. Incorporation certification or affidavit stating the date partnership was established, including the names and addresses of corporate ownership/partners.
3. Professional licenses, certifications relevant to the scope of services.
4. If the firm or individual intends to subcontract any portion of this commission, a statement regarding to whom, with attendant corporate identification and certifications. Sub-contractors will be evaluated as part of the proposer's team.
5. If not included in the PROFESSIONAL EXPERIENCE sections of the proposal, summary resume of the principal to be assigned to prospective JCHA work.
6. Certified statement that neither the firm or nor members of the firm or individual are debarred, suspended or otherwise prohibited from professional practice by any Federal, State or local oversight, regulatory or law enforcement authority.
7. Statement that the firm or individual is financially sound and has financial resources sufficient to successfully execute this prospective JCHA agreement.
8. Evidence of all appropriate and applicable insurance coverage carried by the firm or individual, including policy coverage periods. JCHA must be named as additionally insured.
9. Statement that the firm operates in full compliance with all applicable civil rights and non-discrimination statutes, executive orders, rules and regulations.

CURRENT AND PRIOR LIST OF CLIENTS FORM

PLEASE PRINT (LEGIBLY) OR TYPE

Name of Submitting Firm: _____

RFP for: _____

1

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address (optional)
() () ()	() () ()	
Nature of Firm's Responsibility (Brief Description of the Type of Work / Services Provided)		
Contract Value	Date Service(s) Provided	
\$	From	To:

2

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address (optional)
() () ()	() () ()	
Nature of Firm's Responsibility (Brief Description of the Type of Work / Services Provided)		
Contract Value	Date Service(s) Provided	
\$	From	To:

3

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address (optional)
() () ()	() () ()	
Nature of Firm's Responsibility (Brief Description of the Type of Work / Services Provided)		
Contract Value	Date Service(s) Provided	
\$	From	To:

4

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address (optional)
() () ()	() () ()	
Nature of Firm's Responsibility (Brief Description of the Type of Work / Services Provided)		
Contract Value	Date Service(s) Provided	
\$	From	To:

5

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address (optional)
() () ()	() () ()	
Nature of Firm's Responsibility (Brief Description of the Type of Work / Services Provided)		
Contract Value	Date Service(s) Provided	
\$	From	To:

6

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address (optional)
() () ()	() () ()	
Nature of Firm's Responsibility (Brief Description of the Type of Work / Services Provided)		
Contract Value	Date Service(s) Provided	
\$	From	To:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.
- #### 3. Termination for Convenience and Default
- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
 - (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
 - (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
 - (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
 - (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.
- #### 4. Examination and Retention of Contractor's Records
- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims, suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

STANDARD BID DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

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 person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

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 **Jersey City Housing Authority** 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 **Jersey City Housing Authority** to notify the **Jersey City Housing Authority** 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 **Jersey City Housing Authority** and that the **Jersey City Housing Authority** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	