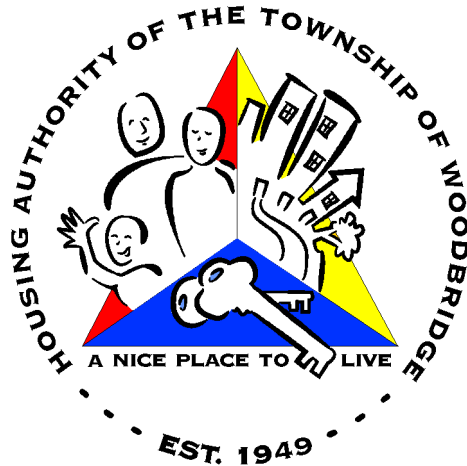


**Housing Authority of the Township of Woodbridge
800B Bunns Lane, Woodbridge, NJ 07095-1726**

Phone: (732) 634-2750

Fax: (732) 634-8421

Donna Brightman, Executive Director



**Request for Proposals
For:**

Labor Counsel

for the

WOODBIDGE HOUSING AUTHORITY

April 2021

Sealed Proposals due no later than 2:00 PM on April 27, 2021

Welcome to the Woodbridge Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Housing Authority of the Township of Woodbridge, New Jersey, (Authority) was created October 14, 1949. The Township Ordinance creating the Authority was adopted August 16, 1949.

The Authority is composed of 415 senior/disabled citizen RAD units, 405 units of Section 8 housing and 565 Project Based Vouchers (PBV).

The purpose of the Woodbridge Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

It is the mission of the Woodbridge Housing Authority to:

- ◆ Provide affordable, decent, safe and sanitary housing through the maintenance of our existing units and the development of new units;
- ◆ Create an environment which enables residents to live responsibly and with dignity;
- ◆ Support residents in their effort to achieve self-sufficiency;
- ◆ Honor public commitments in a fiscally and ethically responsible manner;
- ◆ Create and maintain public confidence in the Authority’s operations and staff;
- ◆ Ensure that the facilities owned and managed by the WHA are marketable in the community and are appealing to residents;
- ◆ Enable the WHA staff to improve their performance through appropriate vision, education, training and career development;
- ◆ Maintain a level of communications between employees, referral agencies, residents and the general public to provide up-to-date and responsive service to the public served by the WHA;
- ◆ Establish performance goals that meet or exceed industry standards and that optimize the use of available resources to achieve its performance objectives; and
- ◆ Assist the city, state and national governments in identifying and addressing housing needs.

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**REQUEST FOR PROPOSALS
HOUSING AUTHORITY OF THE TOWNSHIP OF WOODBRIDGE
LEGAL SERVICES – LABOR COUNSEL**

I. INTRODUCTION - The Housing Authority of the Township of Woodbridge (Authority), New Jersey is seeking proposals from attorneys or law firms to serve as Labor Counsel for legal services relating to labor matters only for the period commencing **May 1, 2021 and terminating April 30, 2023**. Proposals will be ranked using a competitive proposal evaluation factor system with corresponding relative weights and are due by 2:00 PM on Tuesday, April 27, 2021.

Please note that a General Counsel has been retained for all other legal matters and that the Labor Attorney retained as a result of this RFP shall not be responsible for general legal matters.

Attorneys submitting proposals in response to this Request for Proposals (RFP) must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.

II. QUALIFICATIONS - Respondents must have at least 5 years' experience with labor counsel to local government, non-profit or HUD mandated entities. Proposals shall contain a description of the respondent's qualifications and experience including demonstration of prior experience as labor counsel. A schedule of hourly billing rates for all categories of staff who will be assigned to perform contract services and other charges, if any, to be billed under the contract shall be submitted.

III. SCOPE OF SERVICES - The Labor Counsel shall be an attorney at law of New Jersey. The Labor Counsel shall be responsible for all labor and employment matters for the Authority including, but may not be limited to:

1. Labor negotiations, if necessary.
2. Fact-finding interest arbitration.
3. Labor and employment counseling.
4. Disciplinary hearings.
5. Employment litigation.
6. Reviewing, revising and drafting of personnel policies and procedures, including employee handbooks
7. Representing the Authority in grievances, mediation and arbitration relating to labor matters, and
8. Representing the Authority in court actions related to labor matters.

Labor Counsel must be available for consultation on a daily basis and shall deal directly with the Authority Executive Director.

IV. CONTRACT AWARD

The contract will be awarded to the offer submitting the proposal which is most advantageous to the Authority considering price and other criteria as determined by the Authority in accordance with the Evaluation Factors contained in Section V below. The Authority retains the right to

reject any and all proposals if it is in the best interest of the Authority to do so. The selected Labor Counsel shall submit proof of professional liability insurance before contract award.

V. EVALUATION PROCESS-COMPETITIVE PROPOSAL EVALUATION SYSTEM

All proposals will be evaluated by an Evaluation Committee in accordance with the following factors and requirements:

CRITERIA: Maximum Points: 100

Specific experience dealing with labor and employment matters for members of unions and non-unions of similar projects (Housing Authorities preferred). Include in this section your references **(45 points)**

Company history/employee resumes **(40 points)**

Hourly billing rates for all categories of staff who will be assigned to perform contract services and other charges, if any, to be billed under the contract. **(10 points)**

Comprehensiveness/responsiveness of proposal: Respondent must have all requested forms, resumes, price schedule included in their proposals. **(5 points)**

VI. SUBMISSION REQUIREMENTS

1. Interested firms shall submit one original copy their proposals to Donna Brightman, Executive Director, Woodbridge Housing Authority, 800B Bunns Lane, Woodbridge, NJ 07095 no later than 2:00 PM prevailing time on Tuesday, April 27, 2021 by mail or delivery. The proposals must be sealed in an envelope clearly marked "**Labor Counsel-Do not open before 2:00 PM 4/27/21**". The Respondent's name, address, telephone number, fax number and email address must be clearly stated within the proposal.
2. Detailed support of the requested criteria in section V above.
3. A signed Stockholder Disclosure Certification.
4. A signed Non-Collusion Affidavit.
5. A Business Registration Certificate.

End of RFP Package

Please be sure you have:

- ✓ read all instructions
- ✓ complete all forms as required
- ✓ supply all required documentation
- ✓ accurately address and label/identify your submission
- ✓ assure timely delivery of completed bid package

REQUEST FOR PROPOSALS
LEGAL SERVICES-LABOR COUNSEL

The Housing Authority of the Township of Woodbridge, New Jersey, hereby requests proposals for Legal Services as Labor Counsel for a two-year period from May 1, 2021 through April 30, 2023.

Copies of documents setting forth the scope of services, contract term and conditions, proposal requirements, criteria for evaluation of proposals and proposal submission requirements may be obtained from www.WoodbridgeHousingAuthority.org. Proposals will be due no later than 2:00 PM Tuesday, April 27, 2021.

The Woodbridge Housing Authority is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in the employment or procurement of services.

Bidders are required to comply with the requirements of P.L 1975 Chapter 127 (N.J.A.C. 17:27).

The Woodbridge Housing Authority reserves the right to reject any and all proposals.

Advertised-Home News Tribune – 4/8/21

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The contractor and the Housing Authority of the Township of Woodbridge, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Woodbridge Housing Authority

BUSINESS REGISTRATION CERTIFICATE

Contractor should provide State Division of Revenue issued Business Registration Certificate with the bid submission.

FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE BEFORE CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL!

SAMPLE-DO NOT SUBMIT
AGREEMENT FOR SPECIAL LEGAL SERVICES-LABOR COUNSEL

This AGREEMENT made this 1st day of May in the year 2021 by and between

Firm Name

Address

hereinafter called the "Attorney," and the

Housing Authority of the Township of Woodbridge
800B Bunns Lane, Woodbridge, NJ 07095

hereinafter called the "Authority".

WITNESSETH:

WHEREAS, the Authority has determined to retain the Attorney for act as Special Counsel for the Authority and to represent it in all legal matters which may arise in connection with labor issues; and

WHEREAS, it is the intention and desire of the Authority and the Attorney to comply with all applicable rules, orders and regulations of the Unites States Department of Housing and Urban Development ("HUD") provided that such compliance is in the best interests of the Authority and is required by law;

NOW, THEREFORE, in consideration of the foregoing premises and of the following, it is mutually agreed by the Authority and the Attorney as follows:

1. The Authority hereby retains the Attorney as Special Counsel for the Authority, and the Attorney hereby accepts such appointment and shall be responsible for all labor and employment matters for the Authority including, but may not be limited to:
 9. Labor negotiations, if necessary.
 10. Fact-finding interest arbitration.
 11. Labor and employment counseling.
 12. Disciplinary hearings.
 13. Employment litigation.
 14. Reviewing, revising and drafting of personnel policies and procedures, including employee handbooks
 15. Representing the Authority in grievances, mediation and arbitration relating to labor matters, and
 16. Representing the Authority in court actions related to labor matters.
 17. Negotiating the collective bargaining agreement for the (currently 17) members of Local Union 469, if necessary.
 18. Labor Counsel must be available for consultation on a daily basis and shall deal directly with the Authority Executive Director.
2. This contract shall be in effect for two (2) years commencing May 1, 2021. The Authority shall pay the Attorney for the above services a blended hourly rate of \$_____ per hour and not to exceed \$40,000.00 from May 1, 2021 through April 30, 2023. The Attorney shall

invoice the Authority monthly and shall include on the invoice detailed activity for the month including the date of service, services rendered, rate, hours and total for each line item. The Authority shall pay the Attorney within 45 days of receiving said invoice.

3. The Authority and the Attorney agree to be bound and do hereby bind themselves as far as duties required from the Attorney and payment therefore by the Authority, to the applicable regulations of HUD, provided that such regulations are binding upon the Authority under the law.
4. Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer and employee between the Authority and the Attorney, respectively and no rights or privileges of any employee of the Authority shall inure to the Firm hereby.
5. The Authority may terminate this Agreement for failure or refusal of the Attorney to perform to the satisfaction of the Authority the services agreed upon herein. In such event, any termination and cancellation of this contract shall be upon written notice to the Attorney, and in such event, the Attorney shall be entitled to receive compensation as specified herein for all services completed prior to such termination or cancellation.
6. No member, officer, or employee of the Authority during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
7. No member of or Delegate of 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 benefits which may arise therefrom.
8. This Agreement shall extend to and be binding upon the successors and assigns of the Authority.

IN WITNESS WHEREOF, the Authority and the Attorney have hereunto set their hands and seals of the Authority this 1st day of May, 2021.

Attorney:

Woodbridge Housing Authority:

By: _____

By: _____

(signature of Contracting Officer)

(signature of Contracting Officer)

Print name: _____

Print Name: Donna F. Brightman

Title _____

Title: Executive Director

Business Address:

Business Address: 10 Bunns Lane

Woodbridge, NJ 07095

Phone Number 732-634-2750 x101

Phone Number:

Attorney Witness

Woodbridge Housing Authority Witness

Signature _____

Signature _____

Print Name _____

Print Name _____

Woodbridge Housing Authority

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Subchapter S Corporation | |

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Woodbridge Housing Authority NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the
bid

entitled _____, and that I executed the said proposal
with

(title of bid proposal)

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to before me this day _____

Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

SEAL