IRVINGTON HOUSING AUTHORITY

50 Union Avenue, Suite 702 | Irvington, New Jersey 07111

REQUEST FOR PROPOSALS

Tenant Support Attorney

Legal Representation for Evictions, Court Proceedings, Repayment Agreements, and Tenant Compliance Matters

RFP Number:	IHA-RFP-2026-05
Issue Date:	April 21, 2026
Questions Deadline:	May 29, 2026, at 2 PM EST
Proposals Due:	June 11, 2026, at 2:00 PM EST
Anticipated Award:	September 2026
Contract Term:	Two (2) years, with up to two (2) one-year renewal options
Jurisdiction:	Essex County Superior Court, Special Civil Part and Law Division, State of New Jersey

Issued by:
Mr. Corey Franklin, Executive Director
Irvington Housing Authority
50 Union Avenue, Suite 702, Irvington, New Jersey 07111
Procurement Contact: Doug Helmann, dhelmann@ihanj.org, (571) 447-3629

This procurement is conducted pursuant to HUD procurement standards (2 CFR Part 200), the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), and all applicable federal and state requirements.

Section 1 — Introduction and Background

1.1 About the Irvington Housing Authority

The Irvington Housing Authority (the "Authority" or "IHA") is a public body organized under the New Jersey Local Housing Authorities Law (N.J.S.A. 55:14A-1 et seq.). The Authority is governed by a Board of Commissioners and is administered by Executive Director Mr. Corey Franklin. The Authority's principal office is located at 50 Union Avenue, Suite 702, Irvington, New Jersey 07111.

The Authority administers two programs:

- Public Housing Program: Approximately 660 public housing units across 3 residential developments in Irvington, subject to HUD regulations at 24 CFR Parts 905, 960, 966, and related requirements, including the Authority's Admissions and Continued Occupancy Policy (ACOP).
- Housing Choice Voucher (HCV) Program: Approximately 430 tenant-based and project-based vouchers administered pursuant to 24 CFR Parts 982 and 983, including the Authority's HCV Administrative Plan.

1.2 Purpose of this RFP

The Irvington Housing Authority is soliciting competitive proposals from qualified New Jersey-licensed attorneys or law firms ("Proposers") with demonstrated experience in landlord-tenant law, public housing eviction proceedings, and tenant compliance enforcement in Essex County, New Jersey. The selected Proposer will serve as the Authority's Tenant Support Attorney, providing legal representation and counsel on all matters related to lease enforcement, eviction proceedings, unlawful detainer actions, repayment agreement development and enforcement, and related tenant compliance matters across both the public housing and HCV programs.

The Authority requires an attorney who is not only proficient in New Jersey landlord-tenant law but who has active, hands-on experience appearing in the Essex County Superior Court, Special Civil Part — the primary venue for residential eviction (dispossess) proceedings in this jurisdiction — as well as the Law Division for matters requiring escalated relief.

1.3 Procurement Authority

This solicitation is issued pursuant to:

- 2 CFR Part 200, Subpart D — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- HUD Notice PIH 2019-09 (or current successor) regarding procurement of professional legal services by public housing authorities;
- The New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- The New Jersey Rules of Court governing summary dispossess proceedings (N.J. Court Rules 6:1-1 et seq.); and
- The Authority's Board-approved Procurement Policy.

Section 2 — Scope of Legal Services

The Tenant Issues Attorney shall provide the following legal services to the Irvington Housing Authority on an ongoing, as-needed basis. The scope encompasses all phases of tenant

compliance and enforcement from pre-litigation through final court disposition and post-judgment enforcement.

Important — Essex County Requirement

Proposers must demonstrate active litigation experience in the Essex County Superior Court, Special Civil Part (Landlord-Tenant Section), located at 50 West Market Street, Newark, NJ 07102. Familiarity with local court procedures, court staff, and the Special Civil Part Assignment Judge's standing orders is required. Firms without documented Essex County court experience will not be considered.

2.1 Eviction and Summary Dispossess Proceedings

The attorney shall handle all phases of eviction proceedings on behalf of the Authority, including:

- Reviewing and evaluating lease violations, nonpayment of rent, and other grounds for eviction under N.J.S.A. 2A:18-61.1 (the New Jersey Anti-Eviction Act) and HUD regulations at 24 CFR § 966.4;
- Advising the Authority on proper grounds for eviction under both HUD program requirements and New Jersey law, including nonpayment of rent, material breach of lease, criminal activity, drug-related activity, and other good cause grounds;
- Preparing and serving all required pre-litigation notices, including Notices to Quit, Notices to Cease, and Notices to Vacate, in compliance with N.J.S.A. 2A:18-61.2 and the Authority's ACOP;
- Ensuring compliance with HUD's required tenant notification and grievance procedures prior to filing eviction actions (24 CFR § 966.51 et seq.);
- Filing complaints and all supporting pleadings in the Essex County Superior Court, Special Civil Part, Landlord-Tenant Section;
- Representing the Authority at all hearing dates, including initial return dates, trial dates, and any adjournments;
- Negotiating with tenants and tenant attorneys to reach appropriate resolutions, including consent orders, stipulations of settlement, and repayment agreements;
- Obtaining and enforcing warrants for removal as appropriate following judgment for possession;
- Advising the Authority on cases involving tenants with pending reasonable accommodation or disability-related defenses in coordination with the Authority's Section 504 obligations.

2.2 Repayment Agreements and Arrears Resolution

A significant component of this engagement involves negotiating and formalizing repayment agreements with tenants who have accumulated rent arrears or other financial obligations to the Authority. The attorney shall:

- Review and assess each tenant's arrears balance, payment history, and household circumstances in coordination with Authority property management staff;
- Negotiate legally enforceable repayment agreements with tenants and their representatives in compliance with HUD regulations and the Authority's ACOP and Administrative Plan;
- Draft written repayment agreements that are clear, enforceable, and consistent with HUD requirements, including provisions for default and acceleration;
- Represent the Authority in Essex County Superior Court proceedings to enter repayment agreements as consent orders or stipulations of settlement, as appropriate;

- Monitor and track compliance with active repayment agreements in coordination with Authority staff;
- Advise the Authority on enforcement options when tenants default on repayment agreements, including resuming eviction proceedings, filing for breach of settlement, or seeking judgment for unpaid amounts;
- Assist the Authority in developing standard repayment agreement templates and protocols that comply with HUD program requirements and New Jersey law.

2.3 Post-Judgment Proceedings and Warrant Execution

- Coordinate with the Essex County Sheriff's Office regarding the scheduling and execution of warrants for removal following final judgment;
- Advise the Authority on tenant requests to stay or vacate warrants for removal, including representing the Authority in court on such applications;
- Handle tenant motions to vacate judgments or reopen cases and represent the Authority in opposition proceedings;
- Advise on post-judgment collection options, including wage garnishment and levy on personal property, where permitted by law and consistent with HUD requirements;
- Coordinate unit turnover communication with Authority property management following successful eviction.

2.4 HCV Program Tenant Compliance Matters

- Advise the Authority on lease enforcement options for HCV-assisted tenants, including the interplay between the HAP contract, the lease, and the HCV Administrative Plan;
- Assist the Authority in taking appropriate action regarding owner/landlord HAP contract violations that affect tenant occupancy and safety;
- Advise on the legal standards and procedures for terminating tenant-based HCV assistance for cause, including advising on informal hearing requirements (24 CFR § 982.555);
- Represent the Authority in any court proceedings arising from HCV landlord-tenant disputes where the Authority's interests are directly implicated.

2.5 Lease Drafting, Review, and Policy Compliance

- Review and update the Authority's public housing lease form to ensure compliance with current HUD lease requirements (24 CFR § 966.4), the Anti-Eviction Act, and applicable New Jersey landlord-tenant law;
- Advise on lease addendum language for drug-free housing, criminal activity prohibitions, pet policies, and other lease terms;
- Review and advise on proposed changes to the Authority's ACOP provisions affecting lease enforcement and eviction grounds;
- Advise on the legal requirements for lease modifications and how to implement policy changes consistent with HUD requirements and notice obligations.

2.6 Tenant Grievance and Hearing Support

- Advise the Authority on its obligations under HUD's tenant grievance procedures (24 CFR Part 966, Subpart B) prior to initiating eviction proceedings;
- Assist in preparing the Authority's position for informal grievance hearings, including reviewing hearing officer decisions;
- Advise on the interaction between the grievance procedure and New Jersey court proceedings, including when court action may proceed concurrently with a grievance.

2.7 General Tenant Legal Advisory Services

- Advise the Authority's property management staff and Executive Director on tenant-related legal questions as they arise, including questions about lease interpretation, reasonable accommodation, domestic violence protections under VAWA (24 CFR Part 5, Subpart L), and successor tenancy rights;
- Provide periodic training to Authority staff on HUD lease enforcement requirements, New Jersey landlord-tenant law updates, and Essex County court procedures;
- Review and respond to legal correspondence from tenant attorneys and legal aid organizations;
- Advise on the legal implications of tenant complaints filed with HUD, NJDCA, or other regulatory agencies;
- Monitor and advise the Authority on relevant New Jersey appellate and Supreme Court decisions affecting landlord-tenant law and public housing compliance.

2.8 Reporting Requirements

The Tenant Support Attorney shall provide monthly status reports to the Executive Director summarizing:

- Active eviction cases by development or program, with hearing dates and current status;
- Cases resolved during the reporting period (disposition type: judgment, stipulation, dismissal, repayment agreement);
- Active repayment agreements, amounts owed, and compliance status;
- Warrant for removal requests filed and executed;
- Any new legal developments in New Jersey landlord-tenant law or Essex County court practice affecting the Authority.

Section 3 — Proposal Submission Requirements

3.1 Submission Deadline and Delivery

Sealed proposals must be received by the Irvington Housing Authority no later than June 11, 2026, at 2:00 PM Eastern Time. Late proposals will not be considered under any circumstances.

> **Label Your Submission**
> Envelope or package must be marked: "SEALED PROPOSAL — IHA-RFP-2026-05 — Tenant Support Attorney — DO NOT OPEN WITH REGULAR MAIL"

Deliver to:

Mr. Corey Franklin, Executive Director

Irvington Housing Authority

50 Union Avenue, Suite 702

Irvington, New Jersey 07111

Submit one (1) original and three (3) identical copies of the technical proposal, plus one (1) separately sealed fee proposal.

3.2 Questions and Addenda

All questions must be submitted in writing by email to Doug Helmann at dhelmann@ihanj.org no later than May 29, 20265 at 4:00 PM Eastern Time. Responses will be issued as a written addendum distributed to all registered Proposers. Verbal responses are not binding. Proposers must acknowledge all addenda in their proposal submissions.

3.3 Required Proposal Contents

Proposals must be organized in tabbed sections in the following order:

Tab 1 — Cover Letter and Firm Overview

- Cover letter on firm letterhead, signed by a partner or authorized representative, identifying the proposed lead attorney and confirming the firm's availability and capacity to serve as IHA's Tenant Support Attorney;
- Firm name, address, telephone, email, and website;
- New Jersey attorney license number(s) for all attorneys proposed to perform work under this contract, and confirmation each is in good standing with the New Jersey Supreme Court;
- Statement confirming the Proposer has read this RFP in full and can perform all services described herein;
- Disclosure of any current or pending client relationships that could present a conflict of interest with representing the Irvington Housing Authority.

Tab 2 — Qualifications and Experience

- Narrative describing the firm's experience in New Jersey residential landlord-tenant law, with emphasis on public housing eviction proceedings and municipal/public authority representation;
- Specific description of the firm's experience practicing in the Essex County Superior Court, Special Civil Part, Landlord-Tenant Section, including approximate annual volume of eviction cases filed in Essex County;
- Description of experience with HUD public housing eviction requirements under 24 CFR Part 966, including knowledge of pre-eviction grievance procedures, good cause eviction standards, and HUD lease requirements;
- Description of experience with the New Jersey Anti-Eviction Act (N.J.S.A. 2A:18-61.1 et seq.) and other applicable New Jersey landlord-tenant statutes;
- Description of experience drafting and enforcing repayment agreements in the public housing or affordable housing context;
- Description of experience with HCV program tenant enforcement matters, including informal hearing procedures under 24 CFR § 982.555;
- Minimum of three (3) references from public housing authorities, municipal housing agencies, or comparable public clients for whom the Proposer has provided landlord-tenant legal services within the past five (5) years. For each reference, provide: client name, contact name and title, phone number, email address, description of services, approximate number of eviction cases handled annually, and Essex County court volume.

Tab 3 — Technical Approach

- Description of the Proposer's case intake workflow — from initial referral by Authority staff through service of pre-litigation notice, filing, hearing, and final disposition;
- Description of the Proposer's approach to prioritizing cases and managing a high-volume eviction docket on behalf of the Authority;

- Description of the Proposer's approach to negotiating and documenting repayment agreements, including safeguards to ensure enforceability under New Jersey law and HUD compliance;
- Description of the Proposer's process for advising Authority staff on borderline or legally complex cases (e.g., domestic violence VAWA protections, disability-related reasonable accommodation, cases involving minors or elderly tenants);
- Description of how the Proposer will coordinate with Authority property management staff to ensure timely case referrals and efficient case processing;
- Description of case tracking and status reporting systems to be used for this engagement.

Tab 4 — Proposed Staffing Plan

- Identification of the lead attorney who will serve as IHA's primary contact and appear in Essex County court proceedings;
- Resumes for all attorneys and paralegals proposed to work on IHA matters;
- For each attorney: New Jersey bar admission date, practice areas, percentage of practice devoted to landlord-tenant/eviction matters, and Essex County court appearance frequency;
- Description of supervisory structure and quality control for work performed on IHA matters;
- Description of continuity plan in the event of lead attorney departure or extended unavailability.

Tab 5 — Fee Proposal (Separately Sealed)

The fee proposal must be submitted in a separate sealed envelope clearly labeled "Fee Proposal — IHA-RFP-2026-05 — Tenant Support Attorney." The fee proposal shall include:

- Proposed flat fee per eviction case (from initial referral through judgment for possession), broken down by phase if applicable (pre-litigation notice preparation, filing and court appearance, trial, post-judgment warrant coordination);
- Alternative or supplemental hourly billing rates for each attorney and paralegal level, for services not covered by flat fees;
- Proposed fee for repayment agreement drafting and court-entry of consent orders;
- Proposed rate for lease review and ACOP advisory services;
- Proposed rate for Board meeting or staff training appearances;
- Description of all anticipated reimbursable costs (filing fees, Sheriff's Office fees, service fees, etc.) and process for reimbursement;
- Proposed billing cycle and invoice format.

Tab 6 — Required Certifications and Disclosures

- Affidavit of Non-Collusion (N.J.S.A. 52:34-15);
- New Jersey Business Registration Certificate (Division of Revenue and Enterprise Services);
- New Jersey Pay-to-Play disclosure (Form A or equivalent) per N.J.S.A. 19:44A-20.26;
- Certification of debarment and suspension compliance — SAM.gov active registration printout confirming no federal debarment or suspension;
- Certificate of Insurance demonstrating: (a) Professional Liability / Malpractice — not less than $1,000,000 per claim / $2,000,000 aggregate; (b) Commercial General Liability — not less than $1,000,000 per occurrence; (c) Workers' Compensation as required by New Jersey law.

Section 4 — Evaluation and Selection

4.1 Evaluation Process

An Evaluation Committee appointed by the Executive Director Mr. Corey Franklin will review all timely submitted proposals. Technical proposals will be scored first without reference to cost. Fee proposals will be opened and evaluated only for technically qualified Proposers. The Evaluation Committee may conduct oral interviews or request supplemental information from one or more Proposers prior to making a final recommendation to the Board of Commissioners.

4.2 Minimum Qualifications

Proposers must meet all of the following minimum qualifications to be considered. Proposals that do not satisfy all minimum qualifications will be deemed non-responsive and will not be further evaluated:

- Active New Jersey law license in good standing for all attorneys performing services under this contract;
- Minimum of five (5) years of experience practicing residential landlord-tenant law in New Jersey;
- Documented experience filing and litigating eviction cases in the Essex County Superior Court, Special Civil Part;
- At least one (1) prior engagement representing a public housing authority, municipal housing agency, or comparable government housing entity in New Jersey.

4.3 Evaluation Criteria and Scoring

Evaluation Criterion	Maximum Points
Qualifications & Experience in NJ Landlord-Tenant Law and Public Housing Evictions	20
Experience in Essex County Superior Court (Special Civil Part & Law Division)	20
Technical Approach to Case Management and Eviction Workflow	20
Proposed Staffing and Qualifications of Lead Attorney	10
Fee Structure and Cost	15
References & Past Performance with PHAs or Public Entities	15
Total	**100**

4.4 Award and Negotiations

The Irvington Housing Authority reserves the right to negotiate contract terms, scope, and fee structure with the highest-ranked Proposer. If negotiations are unsuccessful, the Authority may proceed to negotiate with the next-ranked Proposer. Contract award is subject to approval by the IHA Board of Commissioners and any required HUD concurrence. The Authority may award the contract in whole or in part, or may determine not to award at its sole discretion.

Section 5 — Contract Terms and Conditions

5.1 Contract Term

The initial contract term shall be two (2) years from the date of execution, with the Authority's option to renew for up to two (2) additional one-year periods, subject to satisfactory performance and the availability of appropriated funds. Either party may terminate the contract upon sixty (60) days' written notice to the other party.

5.2 Required Federal Contract Provisions

The resulting contract shall incorporate all federal contract clauses required by HUD and 2 CFR Part 200, including:

- Equal Employment Opportunity clause (Executive Order 11246; 41 CFR Part 60);
- Non-Discrimination requirements (Title VI, Section 504, Title II ADA, Fair Housing Act);
- Byrd Amendment — Lobbying Certification (31 U.S.C. § 1352);
- Debarment and Suspension Certification (2 CFR Part 180);
- Access to Records and Document Retention (2 CFR § 200.336; minimum three-year retention from final payment or audit);
- Termination for Convenience and Termination for Cause;
- Drug-Free Workplace certification.

5.3 Required New Jersey Contract Provisions

- Compliance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.);
- New Jersey Affirmative Action compliance (N.J.A.C. 17:27);
- Pay-to-Play restrictions (N.J.S.A. 19:44A-20.26);
- New Jersey Business Registration requirement.

5.4 Professional Standards and Conflicts of Interest

The selected attorney shall at all times comply with the New Jersey Rules of Professional Conduct. The attorney shall promptly disclose to the Executive Director any actual or potential conflict of interest that arises during the engagement. The attorney shall not represent any party adverse to the Irvington Housing Authority, including tenants or prospective tenants, in any matter without prior written consent of the Authority. Violation of this provision shall be grounds for immediate termination of the contract.

5.5 Confidentiality and Attorney-Client Privilege

All communications between the attorney and the Irvington Housing Authority shall be subject to the attorney-client privilege. The attorney shall maintain the confidentiality of all Authority-related information, including tenant records subject to the Privacy Act of 1974, and shall not disclose such information to third parties without authorization from the Authority. The obligation of confidentiality shall survive the termination of this contract.

5.6 Insurance

The selected Proposer shall maintain the following insurance coverage throughout the term of the contract and shall provide the Authority with certificates of insurance upon execution:

- Professional Liability / Legal Malpractice: Not less than $1,000,000 per claim and $2,000,000 in the aggregate;
- Commercial General Liability: Not less than $1,000,000 per occurrence;
- Workers' Compensation: As required by New Jersey law.

The Authority shall be listed as an additional insured on all applicable policies. The attorney shall provide thirty (30) days' prior written notice to the Authority of any cancellation or material change in coverage.

5.7 Performance Standards

The attorney shall meet the following performance standards throughout the contract term:

- Respond to all case referrals from Authority staff within two (2) business days;
- Serve all required pre-litigation notices within five (5) business days of case referral approval;
- File eviction complaints in Essex County Superior Court within ten (10) business days of the applicable notice period expiration, unless otherwise directed by the Authority;
- Appear at all scheduled court hearings without continuance requests except for good cause shown;
- Provide monthly case status reports to the Executive Director by the 10th of the following month;
- Respond to urgent legal questions from the Executive Director or designated staff within one (1) business day.

Section 6 — General Conditions and Reservations

- The Irvington Housing Authority reserves the right to reject any and all proposals, to waive technical deficiencies, and to accept the proposal deemed most advantageous to the Authority.
- This RFP does not constitute a commitment to award a contract or to reimburse any costs incurred in preparing or submitting a proposal.
- All submitted proposals and documents become the property of the Authority and are subject to disclosure under the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 et seq.) following award.
- Proposers may not contact IHA Board of Commissioners members or Authority staff other than the designated Procurement Contact during the solicitation period. Violation may result in disqualification.
- The Authority may issue addenda to this RFP at any time prior to the submission deadline. Proposers are responsible for monitoring for addenda and acknowledging them in their proposals.
- This procurement may be subject to HUD review if required under the Authority's Annual Contributions Contract or applicable HUD directive.
- Award of this contract does not constitute HUD approval of any individual eviction action or legal strategy. The attorney shall advise the Authority on HUD regulatory compliance as part of the engagement.

Section 7 — Exhibits

The following exhibits are incorporated into and form part of this Request for Proposals:

Exhibit A	Sample Professional Legal Services Contract (provided at award)
Exhibit B	Affidavit of Non-Collusion (N.J.S.A. 52:34-15)

Note: Exhibit B, must be completed and included in Tab 6 of the proposal submission. Exhibits A will be provided to the selected Proposer at contract negotiation.

Authorized Issuance — Irvington Housing Authority

Name: Mr. Corey Franklin
Title: Executive Director, Irvington Housing Authority
Address: 50 Union Avenue, Suite 702, Irvington, New Jersey 07111
Date: April 21, 2026

Exhibit B

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

STATE OF New Jersey)
ss:
COUNTY OF Essex)

Re:

I, _____ (name)
of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title)

of _____ (name of vendor),
the vendor for the above named project, and that I executed the said bid with full authority so to do; that the vendor 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 the bid and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the 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 my firm for the purpose of securing business.

Signed: X_____

Subscribed and sworn to
before me this _____ day
of _____, 20__.

_____
Notary Public of

My commission expires _____, 20____.