



Housing Authority of the City of Perth Amboy

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Request for Proposals (RFP)

General Legal Counsel

**Proposals due by 2:00 PM on
Tuesday, June 18, 2024**

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**Perth Amboy Housing Authority
REQUEST FOR PROPOSALS**

GENERAL LEGAL COUNSEL

INTRODUCTION - The Housing Authority of the City of Perth Amboy, New Jersey (Authority) will accept proposals for General Legal Services for the period of July 1, 2024 to June 30, 2025 with the option to renew for one additional term to June 30, 2026. It is the Authority's desire to retain and employ a duly qualified attorney to act as General Counsel all legal matters which may arise in connection with the business and management of its various housing programs. All legal services must be provided in accordance with the existing rules, order, directives and regulations promulgated by the U. S. Dept. of Housing and Urban Development, provided that such compliance is in the best interest of the Authority and is required by law. The Authority currently provides rental assistance to 825 recipients under its housing choice voucher program, 100 project based vouchers, 31 Emergency Housing Vouchers, 420 converted RAD units (project based), and administers approximately 190 portable vouchers from other Authorities. In addition, the Authority provides management/accounting services to three other Housing Authorities.

The scope of legal services being requested is as follows and will relate to all applicable Authority programs:

1. Attend all meetings of the Board of Commissioners and meetings with staff or Board members as requested by the Board of Commissioners or Executive Directors.
2. Supervise, as to legality of the official minutes of the Authority.
3. Give general advice and assistance to Commissioners and staff of the Authority with respect to ordinary business of the Authority.
4. Review and approve the legality of contracts and all payments therein.
5. Handle all ordinary legal questions and matters of management arising under contracts of the Authority.
6. Supervise the defense by the Authority of all claims for personal injury and property damage.
7. Appear for and represent the Authority in court in certain cases which advance to litigation in accordance with the terms of the HUD litigation handbook (1530.1REV.4).

QUALIFICATIONS- Respondents to this RFP must be licensed to practice law in the State of New Jersey and be approvable by the United States Department of Housing and Urban Development, be experienced in representing local Public Housing Authorities (PHAs), understand HUD funded programs and related federal regulations, be familiar with the Title 24 of the Federal Code of Regulations, State of New Jersey and municipal law and regulations pertaining to the business and activities of local housing authorities, including but not limited to procurement, be fully versed in New Jersey Public Contracts, New Jersey Open Public Meeting Act and State and Local Housing Authorities Law.

PROPOSAL REVIEW - All proposals will be reviewed in accordance with the "Competitive Proposal" process outlined in the HUD Procurement Handbook 7460.8 which allows for the following evaluation criteria:

FACTORS:	POINTS:
1. Specific experience with laws, regulations and business aspects of (PHAs)	30
Scoring shall be based on evidence of experience in the following areas:	
a. New Jersey and Federal Public Contracts and Procurement Laws	

- b. New Jersey local government ethics laws
- c. Right-to-know laws
- d. NJ Local Housing Authorities Law
- e. HUD's Procurement Regulations
- f. Open Public Meeting Law and Regulations
- g. Davis Bacon laws, rules and regulations

2. Experience in financial obligations of PHAs. 30

Scoring shall be based on evidence of experience in the following areas:

- a. Non-Profits
- b. Public Housing Authority Joint Insurance Fund (PHAJIF)
- c. Inter-local Agreements
- d. Redevelopment

4. Price.

- a. Proposers shall submit an annual fee that will represent the full compensation for services to be rendered under this contract from July 1, 2024 through June 30, 2025 as well as July 1, 2025 through June 30, 2026 should the Authority exercise the option to extend the contract for an additional year. 40
- b. Attorney shall include an hourly rate for "non-routine" litigation at the discretion of the Authority. Litigation should be considered non-routine if it requires substantial litigation services beyond those provided in Subsection A above. Include all applicable hourly rates in this section.

PROPOSAL SUBMISSION REQUIREMENTS - All qualified candidates interested in submitting a proposal for General Legal Services shall submit a written proposal based upon a lump-sum retainer. The Authority may exercise its right to extend this contract for an additional year and, therefore, all proposals are required to include the cost of a second year in their submission. All fees must be reasonable and contain an itemization of any requested reimbursable. (Payment schedule will be established by the Authority). The proposal shall contain an hourly rate for services, which would be considered extraordinary in scope and outside the basic retainer.

1. All proposals (one original) must be received by the Authority by 2:00 PM on Tuesday, June 18, 2024. Proposals shall be sealed in an envelope clearly marked: "RFP-GENERAL LEGAL SERVICES" and addressed to:

**Housing Authority of the City of Perth Amboy
881 Amboy Avenue, PO Box 390
Perth Amboy, NJ 08862**

2. The resumes of the individual(s) who propose to represent the Authority and at least five recent references (housing authorities most preferred, similar businesses next preferred) which contain business name, address, telephone number and name of contact person. The Authority may contact any and all references to verify or clarify knowledge and or experience in evaluated areas as demonstrated with other clients.
3. Detailed explanations of evaluation factors 1-4 below.
4. A signed Stockholder Disclosure Certification (included herein).

5. A Business Registration Certificate.

**Public Notice-Perth Amboy Housing Authority Request for Proposals
General Counsel**

The Housing Authority of the City of Perth Amboy, New Jersey (Authority), is seeking proposals from qualified attorneys or law firms to be retained as the Authority's general legal counsel for the period commencing July 1, 2024 to June 30, 2025 with the option to renew for an additional year. All legal services must be provided in accordance with the existing rules, orders, directives and regulations promulgated by the U.S. Dept. of Housing and Urban Development, provided that such compliance is in the best interest of the Authority and are required by law. Attorneys submitting proposals in response to the Request for Proposals (RFP) must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency. The RFP may be obtained from the Authority's website at www.PerthAmboyHA.org. Sealed proposals must be submitted by 2:00 PM on Tuesday, June 18, 2024 at the Authority offices located at 881 Amboy Ave., PO Box 390, Perth Amboy, NJ 08862. The 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 Authority reserves the right to reject any and all proposals.

HOUSING AUTHORITY, CITY OF PERTH AMBOY

AGREEMENT FOR LEGAL SERVICES (SAMPLE)

THIS AGREEMENT made the 1st day of July, 2024 by and between:

**Housing Authority of the City of Perth Amboy
881 Amboy Ave., PO Box 390, Perth Amboy, NJ 08862**

hereinafter the "Authority" and

Perth Amboy Legal Services RFP 2024-25

Firm Name
Address

hereafter the “Attorney”.

WITNESSETH:

WHEREAS, The Authority currently provides rental assistance to 825 recipients under its housing choice voucher program, 100 project based vouchers, 31 Emergency Housing Vouchers, 420 converted RAD units (project based), and administers approximately 190 portable vouchers from other Authorities. In addition, the Authority provides management/accounting services to three other Housing Authorities.

WHEREAS, continuing legal services will be required by the Authority in connection with the operation and management of the aforesaid projects and any other projects subsequently constructed or otherwise acquired by the Authority all such projects are hereinafter referred to as the “projects” and;

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Authority hereby engages the Attorney as legal counsel and the Attorney accepts said employment under the terms and conditions hereinafter set forth.
2. The Attorney agrees to render all legal services, which the Authority may require in the operation and management of said projects so long as this contract remains in effect.
3. This contract shall be in effect for the period beginning on **July 1, 2024 and ending on June 30, 2025** and shall be renewable for one additional year ending June 30, 2026 upon the agreement of both parties. Either party may terminate and cancel this contract upon thirty (30) days written notice to the other and in such event the Attorney shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation. An equitable adjustment shall be made to compensate the Attorney for services performed but not completed as of the date of such termination or cancellation.
4. Legal services to be provided under this Agreement shall include, but shall not be limited to the following:
 - a. Attending all Authority meetings (regular or special) and supervision, as to legality, of the official minutes of the Authority.
 - b. Attendance at committee meetings when requested.
 - c. Conferring with and advising the officers, employees and members of the Authority on legal matters when requested.
 - d. Advise and provide assistance to the Authority in the preparation of all legal drafting papers, contracts, specifications, bonds, waivers and other legal drafting as may be required from time to time.

- e. Appearance for and representation of the Authority in all routine litigation. A case shall be considered “routine” if it does not require substantial litigation services. Whenever the Attorney is of the opinion that litigation is not routine, the Authority shall be notified promptly. If it is in agreement with the Attorney’s opinion the Authority shall retain special litigation counsel in compliance with 24 C.F.R., Part 85.
 - f. Approval of the legality of any contract the Authority enters.
 - g. Handling of all legal questions and matters arising under contracts of the Authority and rendering of legal opinions on all matters submitted by the Authority.
 - h. Giving notice to and consulting with the Authority’s insurance carriers in all cases of injury to person or property involving the Authority.
 - i. The review and approval of all documents pertaining to temporary and permanent financing of Authority projects covered by this agreement.
5. The Authority agrees to pay the Attorney as full compensation for services to be rendered under this contract and annual fee of _____ dollars (\$_____.__) payable in twelve equal monthly installments of _____ dollars (\$_____.__) from July 1, 2024 through June 30, 2025 and _____ dollars (\$_____.__) payable in twelve monthly installments of _____ dollars (\$_____.__) from July 1, 2025 through June 30, 2026 should the Authority renew the contract for an additional year.
 6. In addition to the compensation provided for in Section 5 of this Agreement, the Attorney shall receive an additional fee of \$ _____ per hour for any legal services considered extraordinary in scope and outside the basic retainer plus court costs.
 7. The Authority shall reimburse said Attorney for reasonable and necessary travel and subsistence expenses in connection with performance of the Attorney’s duties hereunder outside the boundaries of the jurisdiction (s) in which said Authority is authorized by law to operate the projects. Such reimbursement shall be limited to the amount allowed under the Travel and Subsistence Policy of the Authority current at the time the travel is performed, provided the same are consistent with U.S. Department of Housing and Urban Development (HUD) policy.
 8. The Authority shall reimburse said Attorney for reasonable and necessary expenses and disbursements incurred with the approval of the Authority connection with legal services rendered hereunder, including, but not limited to, court costs, witness fees and recording fees, but not including the Attorney’s office or overhead expenses.
 9. This is the entire agreement between the parties pertaining to the matters set forth herein, and all previous agreements pertaining to Legal Services and compensation are hereby rescinded and terminated.
 10. No member, officer, or employee of the Authority during his/her tenure or for one year thereafter, shall have any interest, direct or in this contract or the proceeds thereof.

11. No member of or Delegate to the Congress of the United States of America, shall be admitted to any share or part of this contract or to any benefits which may arise there from.
12. Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer-employee between the Authority and the Attorney, and no rights or privileges of any employee of the Authority shall insure to the Authority hereunder.

IN WITNESS WHEREOF, the Authority and the Attorney have caused this instrument to be executed the day and year first written above.

In Presence of:	Housing Authority of the City of Perth Amboy
_____	By _____
_____	_____
	<i>Print Name and Title</i>
In Presence of:	Attorney
_____	By _____
_____	_____
	<i>Print Name and Title</i>

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:

☐ Partnership ☐ Limited Liability Corporation ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Partnership ☐ 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: _____

(Signature of Affiant)

(Print Name and Title of Affiant)

Subscribed and sworn before me this ____ day of _____, 2024.

(Notary Public)
My Commission Expires