

# REQUEST FOR PROPOSALS

## FOR GENERAL LEGAL SERVICES

The South Amboy Housing Authority ( hereinafter referred to as “the Authority” ) requires the services of a qualified individual or firm to provide the Authority with necessary general legal services. The Authority administers 152 public housing units and approximately 110 Housing Choice Vouchers under its Section 8 Rental Assistance Program.

### Scope of Services

**Provision of GENERAL LEGAL SERVICES over a twelve (12) month period. Such services shall be provided by an attorney(s) admitted to the practice of law in the State of New Jersey, and be in accord with the U.S. Department of Housing and Urban Development guide form document entitled “Agreement For Management Legal Services”, a copy of which guide form document is included hereunder as Exhibit “B” . Respondents are required to complete and sign a copy of such Agreement and submit same with their response to this RFP.**

### Proposal Submission Requirements

Proposals shall include:

1. Evidence of Respondent’s admission to the practice of law in the State of New Jersey.
2. A completed and signed copy of Exhibit “B” attached hereto.
3. **Respondent’s completed Non-Collusive Affidavit (form attached).**
4. **Respondent’s completed Company Information Sheet (form attached).**
5. **A description of Respondent’s qualifications and experience (see specifics cited below).**
6. **Respondent’s hourly billing rates for all categories of staff who will be assigned to perform contract services if a contract is awarded.**
7. **Other charges, if any, to be billed under the contract.**
8. **Respondent’s proposed total contract fee.**

The description of respondent’s qualifications and experience shall evidence/demonstrate possession of a broad and practical knowledge of HUD rules, regulations and applicable requirements and procedures pertaining to the Scope of Services set forth herein; strong analytical, interpretive, oral and written communication skills, particularly with regard to said Scope of Services; and skills, capabilities and work experience of a level that would assure completion of the contract services in a timely and satisfactory manner.

### Evaluation Criteria

Proposals will be evaluated based on the degree to which a respondent meets the qualifications and experience requirements; and the degree of acceptability of his/her/its proposed hourly billing rates, other charges, if any, and the total contract fee. A weight of 0% to 75% will be assigned to his/her/its qualifications and experience; and a weight

of 0% to 25% will be assigned to the proposed hourly billing rates, other charges, if any, and total contract fee, based on the degree of acceptability of same to the Authority.

### **Contract Award**

It is the Housing Authority's intent to award a contract for the services required hereunder to the respondent whose proposal that, when evaluated, most successfully meets the stated evaluation criteria and, therefore achieves the highest ranking.

The Housing Authority retains the right to reject any and all proposals or to award a contract to the respondent whose proposal is deemed to be most advantageous to the Authority, taking into consideration the evaluation factors cited above. Each unsuccessful offeror will be notified in writing promptly if a contract award is made under this RFP; such notice will identify the successful offeror selected, and provide an opportunity for a debriefing meeting with the Authority's contract officer to discuss any questions.

### **Submission of Proposals**

**Proposals (original + 2) shall be delivered to the Housing Authority no later than 3:00 PM on Wednesday, the 5th day of June, 2024. Same shall be addressed as follows:**

**Lawrence Stratton, Director of Operations  
South Amboy Housing Authority  
257 South Broadway  
South Amboy, NJ 08879**

**All proposals shall be submitted in sealed envelopes – the wording “Proposal for General Legal Services” shall appear on the face thereof.**

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Lawrence Stratton,  
Director of Operations

Issued: May 2024

**Attachments:** Proposal Evaluation Documents  
Proposed Form of Contract (Exhibit “B”)  
Certification Form  
Form of Non-Collusive Affidavit  
Company Information Sheet

## PROFESSIONAL SERVICES

The Authority's Review and Evaluation Committee will utilize the following form in the evaluation process:

Proposal was received by due date: \_\_\_\_\_ True \_\_\_\_\_ False

Respondent's name does not appear on HUD list of debarred, suspended or ineligible contractors: \_\_\_\_\_ True \_\_\_\_\_ False

Proposal submitted complies with the Proposed Requirements set forth in the RFP: \_\_\_\_\_ True \_\_\_\_\_ False

**(Complete the following if above three are "True")**

<b><u>Proposal Evaluation Factor</u></b>	<b><u>Maximum Weight To Be Assigned*</u></b>	<b><u>Weight Assigned</u></b>
a. Degree to which respondent evidences possession of desired qualifications.	<u>10%</u>	_____
b. Degree of which respondent evidences possession of desired work related skills	<u>10%</u>	_____
c. Degree to which respondent evidences possession of desired experience and competence in the type of work required under the RFP.	<u>10%</u>	_____
d. Degree to which respondent evidences/ demonstrates possession of ability to provide required expertise to successfully perform the specified scope of work	<u>10%</u>	_____
e. Degree to which respondent evidences possession of specialized experience in areas related to the specified work scope	<u>5%</u>	_____

<p>f. Degree to which respondent demonstrates his/her/its understanding of the specific services to be provided to the HA; evidences knowledge and familiarity with the operations of the HA and the types of programs, projects and activities administered by the HA as same relate to the specified work scope</p>	<p><u>20%</u></p>	<p>_____</p>
<p>g. Degree to which respondent evidences financial stability and strength, and capability and capacity to accomplish the specified work scope in a timely and satisfactory manner</p>	<p><u>10%</u></p>	<p>_____</p>
<p>h. Degree of acceptability of respondent's proposed fee and, if applicable, other charges for performance of the specified work scope</p>	<p><u>25%</u></p>	<p>_____</p>

Total Weight Assigned  
(sum of a. thru h. above  
Same cannot exceed 100%)

**\*The combined weights assigned for qualifications and experience factors, items a. thru g. above should not exceed a total of 75% nor should the weight assigned to the fee factor, item h. above, exceed 25%.**

**Note: The higher the weight assigned, the more acceptable the proposal.**

**Rating Key:**

**Factors a. thru d. and g.**

Excellent	10% points
Very Good	9% points
Good	8% points
Satisfactory	7% points
Unsatisfactory	6%-0% points

**Factor e.**

Excellent	5% points
Very Good	4% points
Good	3% points
Satisfactory	2% points
Unsatisfactory	1% or 0% points

**Factor f.**

Excellent	20% points
Very Good	19% points
Good	18% points
Satisfactory	17% points
Unsatisfactory	18% - 0% points

**Factor h.**

**WITHIN HOUSING AUTHORITY BUDGET  
OVER HOUSING AUTHORITY BUDGET**

**25% points  
0% points**

**AGREEMENT FOR GENERAL LEGAL SERVICES**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Housing Authority of the City of South Amboy (hereinafter called the "Local Authority") and

\_\_\_\_\_ of \_\_\_\_\_,  
(Municipality) (State)

(hereinafter called the "Attorney").

**WITNESSETH:**

**WHEREAS**, the Local Authority is currently operating 152 public housing units and administering a Section 8 Housing Choice Voucher Program; and

**WHEREAS**, continuing general legal services are/will be required by the Local Authority in connection with the operation and management of said public housing units and the administration of said Section 8 program; and

**WHEREAS**, the parties hereto desire to fix in writing their respective rights and obligations;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The Local Authority hereby engages the Attorney as legal counsel and the Attorney accepts said employment, under the terms and conditions hereinafter set forth, for a period of one year, commencing \_\_\_\_\_, 2024 and ending on \_\_\_\_\_, 2025.
2. The Attorney agrees to render all general legal services which the Local Authority may require in the operation and management of said public housing units and the administration of said Section 8 program, so long as this contract remains in effect. Such services shall include, but not be limited to, the Attorney's attendance and provision of legal guidance, advice and counseling during all Authority Board of Commissioners meetings and other meetings, as requested by the Board of Commissioners or the Executive Director; supervision as to the legality of the minutes of meetings of the Board of Commissioners; conferring with and advising the members of the Board of Commissioners and the Authority's officers and other employees on legal matters and issues of concern to the Authority; drafting and/or reviewing contracts, resolutions, certifications, bonds, waivers, bid documents and such other legal

documents as may be required; advising and consulting with the Authority's Commissioners and officers on all matters of a legal nature and of concern to the Authority; representation and court appearances on behalf of the Authority in landlord vs. tenant matters; provision of guidance to Authority Commissioners, officers and employees, as well as representation when required, with regard to personnel matters, including, but not limited to, claims of employment discrimination and equal employment hearings; provision of guidance to the Authority Commissioners, Executive Director and support staff regarding real estate matters of concern to the Authority; review and approval of contracts and the payment of compensation thereunder; review, advise and represent the Authority in connection with bidding and contract disputes; etc.

3. The compensation to the Contractor for services rendered hereunder shall be as follows:

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4. Either party to this Agreement may terminate and cancel same upon service of 30 days written notice to the other party, 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, and in addition an equitable adjustment shall be made as to compensation for any substantial amount of work completed.

**IN WITNESS WHEREOF**, with the intent to be legally bound, the parties hereto have executed this contract as of the day and year first above written.

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(Name of Firm/Legal Services))

By: \_\_\_\_\_  
(Name/Signature) (Date)

HOUSING AUTHORITY OF THE CITY OF SOUTH AMBOY  
(Name of Public Housing Agency)

By: \_\_\_\_\_  
Chairman (Date)

**CERTIFICATION**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as  
Contractor herein; that \_\_\_\_\_, who  
signed this Contract on behalf of the Contractor, was duly signed for and in behalf of  
said corporation by Authority.

BY \_\_\_\_\_  
(Name) (Date)



**FORM OF NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS

I, \_\_\_\_\_ being first duly sworn,

deposes and says: That s/he is

\_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid prices of affiant or any other bidder, or any overhead, profit or cost element of said bid price, or of that or any other bidder, or to secure any advantage against the Housing Authority of the City of South Amboy or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Firm:

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

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

## COMPANY INFORMATION SHEET

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded a contract unless prior to the receipt of the bid or accompanying the bid of the said corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or of all the individual partners in the partnership who own 10% or greater interest in the said corporation or partnership.

Name of Bidder

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Address

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Project Name

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Work Being Bid

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Check One (1):

Corporation                       Partnership  
 Proprietorship

List all persons having an interest of 10% or more in the Bidder Company:

NAME	ADDRESS	% OF OWNERSHIP
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