



CITY OF BAYONNE

HUDSON COUNTY, NEW JERSEY

REQUEST FOR PROPOSALS

TAKE NOTICE that the City of Bayonne, 630 Avenue C, Bayonne, New Jersey 07002 (hereinafter referred to in this notice and the various submission documents as the "Client/Owner," "City of Bayonne" and/or "City") is seeking proposals from Professional Services providers (hereinafter referred to in this notice and the various submission documents as the "respondent," "provider," "contractor," "submitting party," "applicant," "vendor," "service provider," and/or "professional service provider") for the following professional services in accordance with the "fair and open" contracting process as defined in the New Jersey Local Unit Pay to Play Law (N.J.S.A. 19:44A-20.4 et seq.):

AFFORDABLE HOUSING ATTORNEY

The City desires to appoint an experienced attorney/firm to represent the City in all matters related to affordable housing. Duties of the Affordable Housing Attorney shall include, but shall not be limited to providing ongoing consultative services in support of the City's affordable housing goals and objectives, advising on the City's Housing Element and Fair Share Plan, consulting on the City's compliance with the Fair Housing Act and UHAC (Uniform Housing Affordability Controls), representing the City in court and/or mediation proceedings involving affordable housing obligations or developer challenges, and interpreting new laws, regulations, and mandates relative to affordable housing from the state of New Jersey or otherwise.

At a minimum, the responding firm or entity shall:

- 1. Have a minimum of fifteen (15) years' experience representing the interests of New Jersey municipalities with respect to compliance with affordable housing laws and regulations.**
- 2. Identify the employees of your firm that proposed for assignment to the City of Bayonne and provide a synopsis of their experience providing service to municipal clients within New Jersey.**
- 3. Provide a minimum of five (5) current municipalities within New Jersey as references to success in rendering affordable housing legal counsel services.**

4. **Be available to attend public meetings of City Council and internal meetings of the City administration on an as needed basis. This shall also include intergovernmental meetings to discuss regional housing initiatives, and negotiation meetings with developers.**
5. **Obtain the solicitation package and complete and return the sealed submission form and enclosures by the due date set forth in this notice.**

DUE DATE

August 14, 2026 at 10:00 a.m., local prevailing time

SEND RESPONSES TO:

City of Bayonne
Attn: Office of the City Clerk
630 Avenue C, Room 2
Bayonne, New Jersey 07002

PUBLIC OPENING OF PROPOSALS

All proposals will be opened at the Dorothy E. Harrington Municipal Council Chambers, in the Municipal Building at 630 Avenue C, Bayonne, New Jersey 07002 on August 14, 2026 at 11:30 a.m., local prevailing time.

TERM OF CONTRACT SOLICITED

The term of the contract being solicited shall be for the period commencing on or about **October 1, 2026** and ending **December 31, 2026**.

METHOD OF RESPONSE

Responses must include one (1) originally signed copy of the submission, either bound or stapled, along with one (1) electronic copy of the entire document submitted on a USB drive or disc.

Responses must be on standardized submission forms promulgated by the City, subject to standardized general instructions, submission, and selection criteria for Professional Service contracts. Such standardized submission forms shall include:

1. The "Proposal, Qualifications and Costs Submission Form" signed and dated by the provider and clearly referencing any additional sheets or attachments such as a submission letter, provider service or experience description, and/or fee schedule).
2. A signed and notarized "Non-Collusion Affidavit."
3. A signed Disclosure of Ownership form.
4. A copy of the vendor's current "New Jersey Business Registration Certificate."
5. A copy of State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services, Certificate of Good Standing.
6. A copy of the vendor's signed W-9 form.
7. Such other documents and materials as may be appropriate to show the qualifications and experience of the vendor.

Responses must be submitted in a sealed envelope marked with the name of the vendor and the nature of the Professional Services contract solicited by the City. Responses must be received on or before the date and at the place and time stated above (also referred to as the "submission deadline"). The Office of the City Clerk is generally open during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

The above-mentioned standardized documents are available on the City of Bayonne website: www.bayonnenj.org. Should any prospective vendor be unable to obtain these from the website, copies of the solicitation package are also available at the Office of the City Clerk, 630 Avenue C, Room 2, Bayonne, New Jersey 07002, during the above-stated regular business hours.

INSURANCE AND INDEMNIFICATION

The Contractor shall be required to have the following insurance coverage. Said coverage or certification of ability to obtain said coverage immediately upon contract award, shall be applicable to this proposal and be made a part of the proposal documents:

INSURANCE REQUIREMENTS*:

Worker's Compensation Insurance

Workers Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

General Liability Insurance

The contractor shall provide evidence to the City prior to commencement of the work that he/she or any of his/her subcontractors perform and will provide Standard Liability for any operations to be performed by contractor or subcontractors as follows:

General liability insurance shall be provided with limits of not less than \$1,000,000 for any occurrence and \$2,000,000 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

Automotive Liability Insurance

Automotive liability insurance covering the contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one occurrence and \$2,000,000 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

Professional Liability Insurance

Professional liability insurance covering the contractor for claims arising from its representation of the municipality with limits of not less than \$1,000,000 for any one occurrence, which shall be claim based, and

coverage shall be maintained in full force and effect during the life of the contract.

The preceding insurance requirements may be amended before the issuance of the final contract at the sole and absolute discretion of the City on a case-by-case basis.

CERTIFICATES OF REQUIRED INSURANCE

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the "City of Bayonne" as an additional insured.

INDEMNIFICATION

The contractor shall indemnify, defend, and save harmless the City, at the contractor's own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said contractor, his agents or employees, in the delivery of goods or services, execution of the work, or in the guarding of it.

WORK PRODUCT/DELIVERABLES

All work products of the Contractor which result from this contract are the exclusive property of the City of Bayonne.

OPRA COMPLIANCE

Records received, retained, retrieved, or transmitted under the terms of this contract and because of the "work" performed by Vendor/Contractor for or on behalf of the City may constitute public records as defined in N.J.S.A. 47.3-16, and are legal property of the City. The Vendor(s)/Contractor(s) named in this contract must agree to administer and dispose of such records in compliance with the State's public record laws and associated administrative rules.

In the event a claim is filed against the City with the Government Records Counsel or, in the Superior Court of New Jersey, or otherwise arising out of documents that were requested of the City or its Vendor(s)/Contractor(s) under the Open Public Records Act or Common Law and the Vendor(s)/Contractor(s) failed to provide the documents, the Vendor(s)/Contractor(s) shall be responsible to defend, indemnify and hold the City harmless with respect to any such claims, fines or penalties imposed.

FEE SCHEDULE

Provide a cost proposal consisting of information on your fee structure(s) based on the scope of services indicated herein, including anticipated reimbursable costs.

CONSIDERATION OF PROPOSALS

The City shall consider proposals submitted by contractors and award Professional Service Contracts based on a variety of factors that it believes to be in the best interests of the City's effective and efficient operation.

Predominantly, but not exclusively, the City shall consider the following:

1. A contractor's adherence to the minimum requirements stated herein;
2. A contractor's understanding of the requested work, their knowledge and technical competence to perform tasks;
3. A contractor's ability to perform the necessary services in a timely manner;
4. A contractor's history of past contractual success providing government agencies with similar services;
5. The credentials and experience of a contractor's personnel; and,
6. A contractor's cost/rate proposal, including reimbursable costs, as applicable.

The City reserves the right to reject all submissions without the need for cause or prior notice, to reject submissions due to defects in mandatory items, to waive non-mandatory items and to accept any submission(s) that in its judgment is/are in the best interest of the City.