

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
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Counsel

Request for Proposals – General Legal Counsel 12/1/19-11/30/20

Proposals due by 2:00 p.m. on Thursday, October 24, 2019

I. INTRODUCTION - The Housing Authority of the Borough of Keansburg, New Jersey (Authority), is seeking proposals from qualified attorneys or law firms to be retained as the Authority's General Legal Counsel for two one year periods. It is the Authority's desire to retain and employ a duly qualified attorney to act as General Counsel for the Authority in 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 existing rules, orders, directives, and regulations promulgated by the United States Department 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 administers 80 project-based vouchers and provides rental assistance to 249 recipients under the Housing Choice Voucher program as well as administers 54 portable vouchers from other Authorities.

The scope of the General Legal Services being requested will relate to all of the Authority's programs. All services required of the Attorney are listed below and can be found in the Agreement for Legal Services included herein.

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. Sealed proposals must be submitted by 2:00 p.m. on Thursday, October 24, 2019 at the Authority offices located at 1 Church Street, Keansburg, NJ 07734.

II. QUALIFICATIONS - Respondents to this RFP must be licensed to practice law in the State of New Jersey, must be experienced in representing local Housing Authorities, 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.

III. TERM OF CONTRACT - The term of this contract period shall be for a one (1) year period commencing December 1, 2019 through November 30, 2020. The contract shall be renewable for a second year through November 30, 2021 at the agreement of both parties.

All contract obligations shall prevail for at least 90 days after the effective date of the contract. For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

IV. TECHNICAL SPECIFICATIONS -

A. RESPONSIBILITIES AND DUTIES OF GENERAL COUNSEL

Responsibilities and duties of General Counsel inclusive for the Annual Retainer shall be:

1. Counsel shall confer with and provide legal advice to the members and staff of the Authority and handle all routine litigation.
2. Counsel shall attend all Public Meetings (regular and special) and Executive Sessions of the Board of Commissioners (every other month). Counsel shall prepare Minutes of the Executive Sessions and supervise, as to legality, the official minutes of the Authority.
3. Counsel shall prepare and/or review, as requested, Board of Commissioner Resolutions and Motions.
4. Counsel shall opine on the legality of the substantive matters of resolutions and motions of the Board of Commissioners.
5. Counsel shall submit to the Board of Commissioners a quarterly report of all pending litigation and other matters being handled.
6. Counsel shall review, as requested, all specifications for bids and/or quotations for legal compliance.
7. Counsel shall advise and assist the Authority in the preparation and/or analysis of all contracts, leases, position papers, and other instruments on certificates as may be required from time to time and at any time. Counsel shall handle all legal questions arising from or pertaining to all such instruments and certificates including but not limited to the rendering of legal opinions (oral or written) on all matters submitted by the Authority.
8. Counsel shall appear for and represent the Authority in routine litigation matters. A case shall be considered “routine” if it does not require substantial litigation services. Whenever the Attorney is of the opinion that litigation is non-routine, the Authority shall be notified promptly. If it is in agreement with the Attorney’s opinion, the Authority shall retain litigation counsel in accordance with its procurement policy and the HUD Litigation Handbook.

B. AVAILABILITY FOR “NON-ROUTINE” LITIGATION

1. Counsel shall be available 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 Subsections A and B above. These services will only be authorized in accordance with the Authority’s procurement policy and HUD Litigation Handbook.

V. SELECTION PROCESS

1. The contract will be awarded to the offerer 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 VI below.
2. The proposal must include 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.

VI. EVALUATION PROCESS-COMPETITIVE PROPOSAL EVALUATION SYSTEM

All proposals will be evaluated by the Authority in accordance with the following factors and requirements:

<u>FACTORS:</u>	<u>POINTS:</u>
1. Specific experience with laws, regulations and business aspects of	20

State/Federal Public Housing Agencies. Scoring of this evaluation factor 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

3. Experience in financial obligations of Housing Authorities. Scoring of this evaluation factor shall be based on evidence of experience in the following areas: 40

- 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 December 1, 2019 through November 30, 2020. Should the KHA exercise the option to extend, the Attorney, will receive the same amount annually for the period of December 1, 2020 through November 30, 2021. 40
- b. The annual fee shall include a set amount of evictions which proposers shall specify in this section. Proposers shall also include the fee for each eviction in excess said amount of evictions filed on behalf of the KHA.
- c. Counsel 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 Subsections A and B above. Include all applicable hourly rates in this section.

VII. SUBMISSION REQUIREMENTS

1. Interested firms shall submit an original and one (1) copy of their proposals to the Keansburg Housing Authority, 1 Church Street, Keansburg, NJ 07734 no later than 2:00 p.m. prevailing time on Thursday, October 24, 2019 by mail or delivery. The proposals must be sealed in an envelope clearly marked "**Legal Services-Do not open before 2:00 p.m. on 10/24/19**" with the Respondent's name, address, telephone number and fax number.
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 under part VI above.
4. A signed Stockholder Disclosure Certification.
5. A signed Non-Collusion Affidavit.
6. A Business Registration Certificate.

**Public Notice-Keansburg Housing Authority Request for Proposals
General Counsel**

The Housing Authority of the Borough of Keansburg, 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 December 1, 2019 through November 30, 2020. 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.KeansburgHA.org. Sealed proposals must be submitted by 2:00 p.m. on Thursday, October 24, 2019 at the Authority offices located at 1 Church Street, Keansburg, NJ 07734. 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.

Advertised Asbury Park Press 10/5/19

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 _____, 20__.

(Notary Public)

My Commission Expires:

NON-COLLUSION AFFIDAVIT

I, _____, residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ am of full

age, and being duly sworn according to law on my oath depose and say that I am _____ of
(title or position)
the firm of _____, the bidder making this Proposal for the bid
(name of firm)
entitled _____, and that I executed the said proposal with full authority to do
(title of bid proposal)

so and 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 proposal; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Keansburg 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 the above named firm.

(Signature of Affiant)

(Print Name and Title of Affiant)

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

(Notary Public)
My Commission Expires:

HOUSING AUTHORITY OF THE BOROUGH OF KEANSBURG

SAMPLE ONLY

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT made the 1st day of December, 2019 by and between the

**Housing Authority of the Borough of Keansburg
1 Church Street, Keansburg, NJ 07734**

Hereinafter referred to as “KHA”, and

**(Name of Firm)
(Address of Firm)**

Hereinafter referred to as “Attorney”,

WITNESSETH:

WHEREAS, the KHA is currently operating 80 units of project-based/voucher rental assistance, 249 housing choice vouchers, and 54 portable vouchers from other housing authorities; and

WHEREAS, continuing legal services will be required by the KHA in connection with the operation and management of the aforesaid projects and any other projects subsequently constructed or otherwise acquired by the KHA 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 KHA 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 KHA 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 December 1, 2019 and ending on November 30, 2020. 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. In addition at the agreement of both parties the contract may be extended for the period of December 1, 2020 through November 30, 2021.
4. Legal services to be provided under this Agreement shall include, but shall not be limited to the following:
 - a. Attending all KHA meetings (regular or special) and supervision, as to legality, of the official minutes of the KHA.

- b. Attendance at committee meetings when requested.
 - c. Conferring with and advising the officers, employees and Members of the KHA on legal matters when requested.
 - d. Advise and assist the KHA 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 KHA 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 KHA shall be notified promptly. If it is in agreement with the Attorney's opinion the KHA shall retain special litigation counsel in compliance with 24 C.F.R., Part 85
 - f. Approval of the legality of contracts.
 - g. Handling of all legal questions and matters arising under contracts of the KHA and rendering of legal opinions on all matters submitted by the KHA.
 - h. Giving notice to and consulting with the KHA's insurance carriers in all cases of injury to person or property involving the KHA.
 - i. Review and approval of all documents pertaining to temporary and permanent financing of KHA projects covered by this agreement.
5. The KHA agrees to pay the Attorney as full compensation for services to be rendered under this contract an annual fee of _____dollars and _____ cents (\$____.____) payable in twelve equal monthly installments of \$____.____ from December 1, 2019 through November 30, 2020. Should the KHA exercise the option to extend the agreement for an additional year, the Attorney will receive the same amount annually for the period of December 1, 2020 through November 30, 2021.
 6. The KHA 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 KHA 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 KHA current at the time the travel is performed, provided the same are consistent with U.S. Department of Housing and Urban Development (HUD) policy.
 7. The KHA shall reimburse said Attorney for reasonable and necessary expenses and disbursements incurred with the approval of the KHA 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.
 8. 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.
 9. No member, officer, or employee of the KHA during his/her tenure or for one year thereafter, shall have any interest, direct or in this contract or the proceeds thereof.
 10. 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.
 11. 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 KHA and the Attorney, and no rights or privileges of any employee of the KHA shall insure to the Authority hereunder.

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

In Presence of:

Housing Authority of the Borough of Keansburg

By _____

Print Name and Title

In Presence of:

Attorney

By _____

Print Name and Title