

Housing Authority of the Township of Edison

REQUEST FOR PROPOSALS

General Legal Services

The Housing Authority of the Township of Edison, New Jersey, hereinafter referred to as the “Authority”, will accept proposals for “General Legal Services” for a 12 month period commencing **November 1, 2018 to October 31, 2019**. It is the Housing 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 & Urban Development, the laws of the State of New Jersey, provided that such compliance is in the best interest of the Authority.

The scope of the General Legal Services being requested will relate to all of the Authority’s programs (including, but not limit to, Public Housing, Section 8 Housing, Capital Fund Program, Leveraging and Shelter Plus Care Grant). All services required of the Attorney are found in the enclosed ***Agreement for Legal Services***. All respondents shall complete the enclosed ***Agreement*** by completing the information (including fees proposed) in the spaces provided and originally executing two (2) original copies of each ***Agreement***. Respondents will be required to submit both originally executed copies of the Agreement and include a detailed letter and resume stating their qualifications to serve as the Authority’s Attorney, that they meet, to the Authority’s satisfaction, the threshold qualifications stated below and presenting evidence and experience to demonstrate they meeting the Authority’s quality/merit factors stated in the attached evaluation sheet. The selection of the Attorney will be based upon which candidate who, having met the threshold qualifications, scores the highest in the sum of points, which shall be allocated in accordance with the quality/merit factors stated on the evaluation sheet, attached to the Request for Proposals.

Threshold Qualifications

1. Must be licensed to practice law in the State of New Jersey
2. Should have experience representing housing authorities and an understanding of HUD funded programs and related federal regulations
3. Should be fully versed in New Jersey Public Contracts Law, New Jersey Open Public Meetings Act, and State and Local Housing Authorities Law.
4. Must be approvable by the U.S. Department of Housing & Urban Development.

Proposal Submission

All qualified candidates interested in submitting a proposal for “General Legal Services” must submit two completed and executed copies of the *Agreement of Legal Services*, as well as a detailed resume and cover letter demonstrating the candidate meets both the threshold requirements of this RFP and the degree to which the candidate meets the quality/merit factors in attached evaluation system, and shall include a lump-sum retainer which shall state a fixed price for the listed services.

All proposals should be sealed and mailed or hand-delivered on or before **October 15, 2018**, 10:30 A.M. Envelopes should be addressed as follows

Deborah M. Hurley, Executive Director
Housing Authority of the Township of Edison
14 Rev. Samuel Carpenter Boulevard
Edison, New Jersey 08820

Attn: **“PROPOSAL FOR LEGAL SERVICES”**

Office hours are: Monday through Friday (excluding holidays)
8:30 A.M. to 4:30 P.M.

Office Telephone: (908) 561-2525

Proposal Review

All proposals will be reviewed in accordance with the “Competitive Proposal” process outlined in the HUD Procurement Handbook 7460.8 Rev. 1 and HUD Notice PIH 90-47 as well as the Authority’s professional services evaluation criteria.

The Authority retains the right to reject any and all proposals or award a contract for performance of the above-cited services to the offeror whose proposal is most advantageous to the Authority, taking into consideration the evaluation factors set in the proposal package.

Deborah M. Hurley
Executive Director

Housing Authority of the Township of Edison
AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the Housing Authority of the Township of Edison, New Jersey, (the “Authority”) and _____, with offices at _____ (the “Attorney”),

WHEREAS, the Authority is currently operating 160 units of low-rent public housing located in New Jersey and a Section 8 Housing Choice Voucher Program, and

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 fix in writing their respective rights and obligations:

NOW, THEREFORE, in consideration of the foregoing premises, it is mutually agreed between the parties hereto as follows:

1. The Authority hereby engages the Attorney as legal counsel for the period beginning on November 1, 2018 and ending on October 30, 2019
2. 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 and not completed as of the date of such termination.
3. Attorney will attend all Authority meetings (Regular, Special or Emergency) and supervise as to the legality of the official Minutes of the Authority.
4. Attend committee meetings when requested.

5. Confer with and advise the Officers of the Authority, the Board and Executive Director on legal matters when requested.

6. Advise and assist the Board and/or Executive Director in the preparation of all legal documents, papers, contracts, specifications, bonds, waivers and such other legal drafting as may be required from time to time.

7. Advise and consult with all parties having dealings with the Authority of a legal nature.

8. Appear for and represent the Authority in Court in all litigated matters (except as herein otherwise provided).

9. Approve the legality of contracts.

10. Handle all legal questions and matters arising under contracts of the Authority and render legal opinions on all matters by the Authority.

11. Give notice to and consult with the Authority's insurance carriers in all cases of injury to person or property involving the Authority.

12. Review and approve all documents pertaining to temporary and permanent financing relating to all projects covered by this Agreement.

13. Prepare resolutions for Board meetings.

14. The Authority agrees to pay the Attorney as full compensation for service To be rendered under this contract at an annual fee of _____ Dollars (\$_____) payable in twelve (12) equal monthly installments of _____ Dollars (\$_____).

15. In addition to the compensation provided in Section 14 of this Agreement, the Attorney shall receive an additional fee of:

a. A fixed fee of \$_____ for each holdover tenancy

b. A fixed fee of \$_____ for each non-payment tenancy

16. Appear and represent the Authority in all routine litigation. A case shall be considered "routine" if it does not require substantial litigation services. Whenever the Attorney or the Authority is of the opinion that litigation is not routine, the Authority

shall be notified promptly by the Attorney. If the Authority is in agreement with the Attorney's opinion, the Authority shall retain special litigation counsel in compliance with 24 CFR, Part 85 and HUD Litigation Handbook 1530.1 Rev. 4.

17. Where legal services are required by the Authority that are not routine or "routine" per Section 16 and exclusive of Section 15, the compensation for said services rendered by the Attorney will be based upon the following schedule:

Per Hour Rate

Attorney \$ _____
Paralegal \$ _____
Law Clerk \$ _____

Note: Per Section 16 & 17, legal services will not be initiated by the Attorney without the prior approval of the Authority.

18. The Authority shall reimburse said attorney for reasonable and necessary travel and sustenance 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 & Sustenance Policy of the Authority current at the time the travel performed provided the same is consistent with the United States Department of Housing & Urban Development (HUD) policy.

19. The Authority shall reimburse said Attorney for reasonable and necessary expenses and disbursements incurred with the approval of the Authority, in 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.

20. This is the entire Agreement between the parties pertaining to the matter set forth herein, and all previous Agreements pertaining to Legal Services and compensation are hereby rescinded and terminated.

21. No member, officer or employee of the Authority during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

22. 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 therefrom.

23. Notwithstanding anything to the contrary herein, the parties specifically agree that this Agreement shall not be deemed to create the relationship of employer and employee between the Authority and the Attorney, and no rights or privileges of an employee of the Authority shall inure to the Attorney hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hand and seals on the date first mentioned above.

HOUSING AUTHORITY OF THE TOWNSHIP OF EDISON

BY: _____

Deborah M. Hurley, Executive Director

ATTEST:

ATTORNEY