

LEGAL REQUEST FOR PROPOSAL

The Housing Authority of the City of Englewood (hereafter called the Authority) is hereby soliciting proposals for **Legal Services** for a period of from May 1, 2022 – April 30, 2023 with option of an additional one-year extension. Proposals will be to render **Legal Services** which the Authority may require in the operation and management of all its projects and programs.

The Authority presently administers the following:

Section 8 RAD Housing	152 units
Section 8, Certifications, Vouchers	575 units
Plus mod rehab voucher program	13 units
Section 8 New Construction - Westmoor Gardens	64 units
EHMS, Inc. - Morse Place	4 units
John J. Foti building	9 units
Section 8 Project-Based Vouchers	108 units

Proposals must include cost information detailing fee structure for all services to be performed, a statement of qualifications which should include experience in Landlord/Tenant actions and experience in legal matters related to the operations and management of HUD programs.

All proposals must be submitted by Tuesday, April 19, 2022 at 11:00 A.M. to the Housing Authority of the City of Englewood, 111 West Street, Englewood, New Jersey 07631, Attention: Domingo Senande, Executive Director. **NO LATE PROPOSALS WILL BE ACCEPTED.**

Interested firms should contact the Authority at the above address or by calling (201) 871-3451 to obtain all necessary information for submitting a proposal.

This contract is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A - 20.4 4 et. Seq.

REQUEST FOR PROPOSALS FOR
GENERAL LEGAL SERVICES

BY THE HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD

The Housing Authority of the City of Englewood requests proposals from qualified parties for the provision of the following General Legal Services, to be performed over a time period of one year, beginning May 1, 2022.

General Scope of Work:

The services to be provided in accordance with the attached form of contract.

Proposal Requirements:

Proposals shall contain the following:

- 1) A description of respondent's qualification and experience.
- 2) A schedule of hourly rates must be provided for all categories of staff who will be assigned to perform the above services, if a contract is awarded; and other charges, if any must be specified.
- 3) At least 5 recent references (housing authorities most preferred similar business best preferred) including the name, address, telephone number and name of contact person.
- 4) A signed stockholder disclosure statement.
- 5) Submit a Business Registration Certificate.

Qualifications And Experience Requirements:

The description of respondent's qualifications and experience shall evidence/demonstrate the respondent possesses the following:

- 1) A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures and Local Public Contract Guidelines and Regulations; experience in Section 8 federal housing regulations and tenancy law; experience in implementing same.
- 2) Strong analytical, interpretative, and oral and written communication skills, particularly with regards to housing and urban development matters; and experience in applying same.

- 3) Skills, capabilities and work experience of a level that would assure completion of the above scope of work in a timely and satisfactory manner.
- 4) If required, necessary licenses, registrations and/or certifications.
- 5) Certification that the firm/individual is not debarred.
- 6) Only firms/individual with a minimum of five (5) years of real estate legal experience will be considered. Experience in public housing, Section 8 existing and new construction, CIAP and not-for-profit corporations a definite must.
- 7) Experience in representing local housing authorities.

Interview The most favorable proposers in terms of qualification and cost may be requested to schedule an appointment for a personal interview at the Authority.

Evaluation Criteria

The following criteria shall be used for evaluation purposes:

<u>Selection Criteria</u>		<u>Weight*</u>
1)	Qualification and representation experience of housing authorities or similar entities	(Assign weight of 0% to 60%) _____ %
2)	Experience with landlord/tenant matters	(Assign weight of 0% to 25%) _____ %
3)	Proposed hourly billing rates and amount of retainer	(Assign weight of 0% to 15%) _____ %
Total weight assigned		_____ %

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

This contract is being solicited through fair and open process in accordance with N.J.S.A. 19:44A-20.4 et. seq.

Submission of Proposal

Proposals (original plus 1) shall be submitted to the Englewood Housing Authority no later than: Tuesday, April 19, 2022 at 11:00 A.M. (prevailing time). If you mail your proposal, please address same to:

Housing Authority of the City of Englewood
111 West Street
Englewood, New Jersey 07631
Attn: Domingo Senande
Executive Director

Please Mark Envelope: "RFP Legal Services"

The Authority retains the right to reject any and all proposals.

AGREEMENT FOR LEGAL SERVICES

This Agreement made the _____ day of _____, 202_____,
by and between the Englewood Housing Authority (herein after called the "Local
Authority") and _____ of _____
(hereinafter called the "Authority").

WITNESSETH:

WHEREAS, the Local Authority is currently operating 152 units of public housing, in the
City of Englewood, New Jersey and, administers approximately 575 units of
Section 8, 64 units of Section 8 New Construction known as Westmoor Gardens,
Inc., the John J. Foti property, E.H.M.S., Inc. with other properties proposed.

WHEREAS, continuing Legal Services will be required by the Local Authority in
connection with the operation and management of said project and any other projects
subsequently constructed or otherwise acquired by the Local 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 Local Authority hereby engages the Attorney accepts said
employment under the terms and conditions hereinafter set forth.
- 2) The Attorney agrees to render legal services which the Local Authority
may require in the operations and management of projects so long as this
contract remains in effect.
- 3) This contract shall be in effect for one (1) year beginning May 1st, 2022
and ending April 30, 2023 with an optional one-year extension.

Either party may terminate and cancel this contract upon written notice to the other, and in such event, the Attorney shall be entitled to receive compensation as specified herein for all services completed 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 service provided under this Agreement shall include but not to be limited to following:
- A. Attending all Authority meetings (regular or special) and supervision as to legality of the official minutes of the Authority.
 - *B.* Attendance at all Westmoor Gardens and E.H.M.S. meetings.
 - C. Attendance at committee meetings when requested.
 - D. Conferring with and advising the Executive Director and Commissioners of the Authority on legal matters when requested.
 - E. Advice and assistance to the Authority in the preparation of all legal documents, resolutions, bids, papers, contract specifications, bond waivers and such other legal drafting as may be required from time to time.
 - F. Appearance for and representation of the Authority in all routine litigation including tenancy matters. A case shall be considered "routine" if it does not require substantial litigation services. Whenever the Attorney is of the opinion that the Local Authority shall retain special litigation counsel in compliance with 24 C.F.R. Part 85.
 - G. Written approval of contract awards and the legality of contracts.
 - H. 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.

- I. Giving notice to and consulting with the Authority's Insurance Carriers in all cases of injury to person or Property involving the Local Authority.
- J. Review and approval of all documents pertaining to Temporary and Permanent Financing relating to all projects covered by this Agreement.
- K. Attendance at Section 8 hearings as needed.
- L. Court appearances on tenancy and other matters as needed.
- ** M. Writing and/or careful review of all resolutions for Board Meetings prior to packet submission.

- 5) The Local Authority agrees to pay to the Attorney as full compensation for all services to be rendered under this contract an annual fee of \$_____, payable in twelve equal monthly installments.
- 6) This Local Authority shall reimburse said Attorney for reasonable and necessary expenses and disbursements, incurred with the approval of the Local Authority, in connection with services rendered here under, including but not limited to court costs, witness fees, but not including the Attorney's office or overhead expenses.
- 7) This is the entire agreement between the parties pertaining to management Legal Services.
- 8) No member, officer or employee of the Local Authority during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- 9) No member of or delegate to the Congress of the United States shall be admitted to any share of part of this Contract or to any benefits which may arise there from.
- 10) 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 respectively, and no right or privileges of an employee of the Authority inure to the Attorney hereby.

IN WITNESS WHEREOF, parties hereto have executed this Agreement on the date first written above.

Englewood Housing Authority

By: _____
Domingo Senande
Executive Director

(SEAL)

ATTEST:

(Title)

WITNESS:

Attorney

BID SHEET

1) Annual Fee

(Signature)