

PUBLIC NOTICE

**REQUEST FOR PROPOSALS/QUOTES
FOR THE PLEASANTVILLE HOUSING AUTHORITY**

GENERAL LEGAL SERVICES

The Pleasantville Housing Authority is receiving proposals from New Jersey licensed Attorneys for General Legal Services to be performed over a time period of six (6) months, commencing July 1, 2021, and ending on January 31, 2022, with the option for the Housing Authority to extend to a second year ending January 31, 2023.

The services to be performed as Authority General Counsel shall be in accord with the scope of services and terms and conditions regarding same, set forth in the U.S. Department of Housing and Urban Development's guide form contract entitled, "*Agreement for Management Legal Services*", and as provided within State of New Jersey and local government regulations. Said Agreement, the criteria for evaluating proposals submitted, and the form proposal, may be obtained at the offices of the Pleasantville Housing Authority, 168 North Main Street, Pleasantville, NJ 08232, and/or on its website: www.pleasantvilleha.org.

Proposals shall be submitted to the Pleasantville Housing Authority, Attn: Vernon Lawrence, Executive Director, at the above address, no later than 12:00 p.m. on Tuesday, June 22, 2021. Late offers will be rejected.

Pleasantville Housing Authority
General Counsel Legal Services
(NOT including representation of any Authority business instrumentality or subsidiary)

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Request For Quotes/Proposal
For the Period: July 1, 2021-January 31, 2022

DEADLINE FOR PROPOSALS

All interested parties shall submit an original and three (3) copies of a written proposal to the Pleasantville Housing Authority, on or before 12:00 p.m. on June 22, 2021. Proposals shall be addressed to Vernon Lawrence, Executive Director, Pleasantville Housing Authority, 168 N. Main St., Pleasantville, NJ 08232. Late proposals will be rejected.

CONTENT OF PROPOSALS

All proposals must:

Describe the breadth and length of experience of the proposed primary attorney for engagement as General Counsel to the Authority, back-up attorney, and any other significant members of the legal team and firm with respect to:

1. List Past and current experience with Public Housing Authorities.
2. A completed Agreement for Professional Services (attached hereto).
3. Knowledge of both New Jersey and HUD Landlord-Tenant Regulations.
4. Knowledge and experience with both Federal and New Jersey Labor Law.
5. Describe the location and availability of the proposer's key personnel, and their ability to provide legal services in a timely and efficient manner.
6. Include a certified statement that neither the firm, nor any member of the firm's proposed staff for this engagement, is disbarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.
7. Include resume(s), certifications and/or licenses of current staff.
8. A copy of your New Jersey Business Registration Certificate (BRC).
9. Signed W-9.
10. Include proof of Professional Liability Insurance.
- 11.
12. Certification of compliance with affirmative action rules, requirements of *N.J.A.C. 17:27-1.1 et seq.*
13. Contracts with an anticipated value of over \$17,500 dollars (in the annual aggregate) must be awarded pursuant to a fair and open award process, or by a non-fair and open process, all as required by the New Jersey Pay-to-Play law (*N.J.S.A. 19:44A-20 et seq.*).

The Pleasantville Housing Authority has and reserves the right to reject all proposals and quotes.

TERM OF CONTRACT – For seven (7) months: July 1, 2021 – January 31, 2022, with an optional 2nd year ending January 31, 2023.

AGREEMENT FOR MANAGEMENT LEGAL SERVICES

THIS AGREEMENT, made the _____ day of _____ 20__, by and between the PLEASANTVILLE HOUSING AUTHORITY (hereinafter called the “Local Authority”), and _____ (hereinafter called the “Attorney”) for the provision of General Counsel services to the Local Authority (excluding however, representation of any business instrumentality or affiliate thereof).

WITNESSETH:

WHEREAS, the Local Authority is currently operating 207 low-rent public housing Annual Contribution Contract (ACC) units, 245 Housing Choice Voucher units, and approximately 140 Housing Choice Voucher Ports, Neighborhood Stabilization Program I and 3, a HUD HOPE VI Revitalization Program, and has created a non-profit, PV Community Development Corporation (PVCDC), all located within the City of Pleasantville, New Jersey; and

WHEREAS, the Local Authority has submitted an application to participate in the HUD Rental Assistance Demonstration (RAD), a program that will convert the low-rent public housing units into Project-Based Vouchers, was approved by HUD in 2017; and

WHEREAS, continuing legal services will be required by the Local Authority in connection with the operation and management of the aforesaid projects, and any other projects subsequently constructed or otherwise acquired by the Local Authority, **but specifically excepting** from such projects, for purposes of this Agreement for legal services, the PVCDC or any other business instrumentality and/or affiliate of the Local Authority (all such projects, with the noted exception, are hereinafter referred to as the “Projects”); and

WHEREAS, the parties hereto desire to set forth in writing their respective rights and obligations with respect to the provision of legal services to the Local Authority respecting the Projects;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Local Authority hereby engages the Attorney as legal counsel under the terms and conditions hereinafter set forth.
2. The Attorney agrees to render all legal services that the Local authority may require in the operation and management of said Projects, subject to the defined exception, so long as this contract remains in effect.
3. This contract shall be in effect one (1) year from _____, **2021 through _____, 2022**, with the option of a second year to be determined by the Local Authority. Either party may terminate and cancel this contact upon 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 and 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 Services to be provided under this Agreement shall include, but shall not be limited to the following:

5.
 - (a) Attending all Authority meetings (regular or special) and supervision, as to legality, of the official minutes of the Authority.
 - (b) Attendance at committee meetings when requested.
 - (c) Conferring with, and advising the officers, Executive Director and members of the Authority on legal matters when required.
 - (d) Advice and assistance to the Authority in the preparation of all legal documents, papers, contracts, specifications, bonds, waivers and other legal drafting as may be required from time to time.
 - (e) Appearance for and representation of the Authority 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 Local Authority shall be notified promptly. If it is in agreement with the Attorney's opinion, the Local Authority 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 Authority and rendering of legal opinions on all matters submitted by the Authority.
 - (h) Giving notice to and consulting with the Authority's Insurance Carriers in all cases of injury to person or property involving the Local Authority.
 - (i) Review and approval of all documents pertaining to Temporary and Permanent Financing of Local Authority Projects covered by this Agreement, if applicable.
6. The Local Authority agrees to pay to the Attorney as full compensation for services to be rendered under this contract to represent and attend the Pleasantville Housing Authority monthly Board meetings, at a flat rate of \$_____ per meeting.
7. The Local Authority 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 Authority is authorized by law to operate the Projects. Such reimbursement shall be limited to the amount allowed under the Travel Regulations of the Local Authority current at the time the travel is performed, provided the same are consistent with HUD policy.
8. The Local Authority shall reimburse said Attorney for reasonable and necessary expenses and disbursements incurred with the approval of the Local 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.
9. This is the entire Agreement between the parties pertaining to the matters set forth herein, and all previous agreements pertaining to Management Legal Services and compensation in connection with the Projects by and between the parties hereto are hereby rescinded and terminated.

10. No member, officer, or employee of the Local Authority during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
11. 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.
12. 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 Local Authority and the Attorney, and no rights or privileges of an employee of the Authority shall inure to the Attorney hereunder.
13. The Local Authority and the Attorney shall comply with all the legal rules, regulations and requirements of HUD, the State of New Jersey and local regulations.
14. The hourly rate that the Local Authority will be charged should the Authority become involved in litigation is \$_____ per hour.
15. The Attorney shall receive additional compensation at the rate of \$_____ per hour for all evictions **for cause** and for court appearances, regardless of the number of matters being handled. In addition, the Attorney should state how compensation is calculated relative to the hourly rate and amount of time spent on the following (e.g. \$100 per hour X 3/10 hr. = \$30):

| | Rate per Hr | Charge Time | Total Costs |
|---|-------------|-------------|-----------------|
| (a) Telephone calls, dictation and review of PHA Requests | | Variable | Variable |
| (b) Landlord/tenant actions; letters & correspondence: | | | Typically |
| 1. Notices to Cease | | of hr. | \$ |
| 2. Notices to Quit | | of hr. | Typically \$ |
| 3. Preparation/filing of Complaints in Tenancy | | | |
| 4. Other general correspondence to tenants | | | Variable |

16. The Local Authority and the Attorney shall comply with all the legal rules, regulations and requirements of HUD, the State of New Jersey and local government.
17. The maximum compensation payable under this agreement is to be \$_____.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this _____
day of _____, 201__.

PLEASANTVILLE HOUSING AUTHORITY

BY: _____
Rev. Dr. Milton L. Hendricks, Chairman

(SEAL)

ATTEST:

Vernon Lawrence, Executive Director/Secretary

WITNESS:

_____ BY: _____
Attorney

CRITERIA FOR EVALATION OF PROPOSALS

Proposals should contain a detailed description of the applicant's legal experience and qualifications. The following criteria should be addressed specifically and constitutes the basis for evaluating proposals:

| CRITERIA | WEIGHT ASSIGNED |
|--|------------------------|
| 1. Years of experience as an attorney | Up to 20 points |
| 2. Years as Housing Authority Counsel: | |
| (a) Up to two years | 5 points |
| (b) Two to five years | 10 points |
| (c) Five to ten years | 15 points |
| (d) Over ten years | 20 points |
| 3. Other legal experience: | |
| (a) Knowledge of and experience with Federal public housing laws and regulations | Up to 20 points |
| (b) Knowledge of and experience with State laws: | |
| ➤ Landlord-Tenant law | Up to 15 points |
| ➤ Civil Service law | Up to 5 points |
| ➤ Local Public Contracts law | Up to 10 points |
| ➤ Open Public Meetings law | Up to 5 points |
| ➤ Local Housing Authority law | Up to 15 points |
| 4. Proximity to Pleasantville | Up to 10 points |
| 5. Price breakdown in Accordance with Agree for Management Legal Services | Up to 40 points |
| Maximum number of points | 200 points |

The Housing Authority reserves the right to consider other factors in awarding the contract deemed to be in the best interest of the Authority, and has and reserve the right to reject all proposals and quotes.