

**Sayreville Housing for Seniors
Corporation**
“Gillette Manor”

650 Washington Road
Sayreville, NJ 08872
732-316-0177
732-721-0062 fax

REQUEST FOR PROPOSALS

LEGAL SERVICES

for the
Sayreville Housing Authority

Proposals are due by 2:00 PM on Thursday, January 25, 2023

**SAYREVILLE HOUSING AUTHORITY
REQUEST FOR PROPOSALS
LEGAL SERVICES**

The Housing Authority of the Borough of Sayreville, New Jersey and the Sayreville Housing for Seniors Corporation, collectively referred to as the 'Authority', will accept proposals for "LEGAL SERVICES" for the period 03/01/2023 to 02/28/2025, with the option to renew for one additional year through 2/28/26. It is the Authority's desire to retain and employ a duly qualified attorney to act as General Counsel 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 the 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 scope of legal services being requested will be as follows and will relate to all of the Authority's programs:

1. Attend meetings of the Authority and supervise the drafting of resolutions. The Authority Board meetings are normally the second Tuesday of each month with the exception of July and August. There are no regularly scheduled board meetings held in July and August.
2. Supervise, as to legality, the official minutes of the Authority.
3. Give general advice and assistance to Board members and employees of the Authority with respect to the ordinary business of the Authority.
4. Approve the legality of contracts and all payments.
5. Handles all ordinary legal questions and matters of management arising under contracts of the Authority.
6. Supervise the defense by the Authority of all claims for personal injury and property damage.
7. Appear for and represent the Authority in court in certain cases which advance to litigations in accordance with the terms of the HUD litigation handbook, (1530.1REV-4).

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 United States Department of Housing and Urban Development.

PROPOSAL REVIEW

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 State/Federal Public Housing Agencies.	50
2. Experience in Landlord - Tenant matters in a Public Housing Authority setting.	20
3. Price. Include an annual fee* for the 3/1/23-2/28/25 term and the 3/1/25-2/28/26 year should the Authority elect to renew the contract. Also include an hourly rate for 'non-routine' litigation at the discretion of the Authority. Include in this section a set amount of evictions for each year that is included in the retainer and the fee for each eviction in excess of said amount.	30

*Fee Schedule: 1) Monthly retainer fee for the annual ten (10) months (eg.): March 2023 through June 2023 and September 2023 through February 2024. 2) Hourly rate for July 2023 and August 2023 that will be paid should the Authority need legal counsel for any purpose. All fees must be reasonable and contain an itemization of any requested reimbursable. (Please include in your proposal any reimbursables for which you will be billing). The proposal should contain an hourly rate for all services which would be considered extraordinary in scope and outside and outside the basic retainer.

SUBMISSION REQUIREMENTS

1. Interested firms shall submit their proposals to the Sayreville Housing Authority, 650 Washington Road, Sayreville, NJ 08872 no later than 2:00 PM prevailing time on Thursday, January 25, 2023 by mail or delivery. The proposals must be sealed in an envelope clearly marked "**Legal Services-Do not open before 2:00PM on 1/25/23**" with the Respondent's name, address, email address and telephone 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 1-3 under the 'Proposal Review' section above.
4. A Business Registration Certificate.

**HOUSING AUTHORITY OF THE BOROUGH OF SAYREVILLE
AGREEMENT FOR LEGAL SERVICES (SAMPLE)**

THIS AGREEMENT, entered into as of the 1st day of March, 2023, by and between:

**The Housing Authority of the Borough of Sayreville and the
Sayreville Housing for Seniors Corporation
650 Washington Road, Sayreville, NJ 08872**

hereinafter referred to as the “Authority” and

**Company Name
Address**

hereinafter referred to as the “Attorney”, WITNESSETH:

WHEREAS, the Attorney will act as legal advisor for the Authority from March 1, 2023 to February 28, 2025 with the option to renew this agreement for one additional year; and

WHEREAS, continuing legal services will be required by the Authority in connection with the operation and management of facilities and any other projects subsequently constructed or otherwise acquired by the Authority; and

WHEREAS, the parties desire to fix in writing their respective rights and obligations;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Authority 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 Authority may require as long as this contract remains in effect.
3. Legal services to be provided under this Agreement shall include the following:
 - A. Attending all Authority meetings (regular, special or otherwise) and Supervision as to the legality of the official minutes of the meeting.
 - B. Attendance at Committee Meetings when required.
 - C. Conferring with and advising the officers, employees and members of the Authority on legal matters when requested.
 - D. Advise and assist the Authority in the review of all legal documents, papers, contracts, specifications, bonds and waivers as may be required.
 - E. Appearance or representation of the Authority in all runtime matters. A cause shall be considered

“routine” if it requires litigation services less than ten hours per month.

F. Handling of all legal questions and matters arising under the contracts of the Authority.

G. Giving notice to and consulting with the insurance carriers of the Authority in all cases of injury to persons or property involving the Authority.

4. The Authority agrees to pay to the Attorney for all services to be rendered pursuant to Paragraph 3 above, an annual fee of \$____, which shall be payable and prorated in ten (10) equal monthly installments of \$____ payable each year from March through June and September through February.
5. In addition to the compensation provided for in Section 4 above of this Agreement, the Attorney shall receive for any additional work a fee of \$____ per hour for work conducted in July and August of each year and or extraordinary services, subject to approval by the Executive Director.
6. The Authority shall reimburse the Attorney for reasonable and necessary travel and subsistence expenses incurred 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 Authority current at time the travel is performed, provided the same are consistent with HUD policy.
7. The Authority shall reimburse said Attorney for reasonable and necessary expenses and disbursements incurred with the approval of the Authority in connection with services rendered hereunder, including, but not limited to, court costs, witness fees and recording fees.
8. This is the entire agreement between the parties pertaining to the legal services and compensation in connection with the projects by and between the parties are hereby rescinded and terminated.
9. No member, officer or employee of the Authority during his or her tenure for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.
10. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement 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 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 executed this Agreement on the date first written above.

Douglas G. Dzema, Executive Director

Date

(Legal Representative)

Date

Print Name _____

Phone _____

Public Notice

The Housing Authority of the Borough of Sayreville, New Jersey and the Sayreville Housing for Seniors Corporation, collectively referred to as the 'Authority', will accept proposals for "LEGAL SERVICES" for the period 03/01/2023 to 02/28/2025, with the option to renew for one additional year through 2/28/26. It is the Authority's desire to retain and employ a duly qualified attorney to act as General Counsel 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 the 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.

Interested firms may download the Request for Proposals (RFP) from the Authority's website at www.SayrevilleHA.org. All proposals must be delivered by mail or hand delivered to the Sayreville Housing Authority, 650 Washington Rd., Sayreville, NJ 08872 by 2:00 PM on January 25, 2023 and addressed as requested in the RFP. The Authority invites the participation of Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all offers or to waive any informalities in this solicitation.