

GUTTENBERG HOUSING AUTHORITY

REQUEST FOR PROPOSALS FOR GENERAL LEGAL SERVICES

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et. seq.

PROPOSALS MUST BE SUBMITTED BY

Wednesday March 27, 2019 at 3:00 PM to:

MR. CARL S. CZAPLICKI, JR.
EXECUTIVE DIRECTOR
GUTTENBERG HOUSING AUTHORITY
6900 BROADWAY
GUTTENBERG, NEW JERSEY

1. PURPOSE

The Housing Authority of the Town of Guttenberg (hereinafter called “Housing Authority” or “GHA”) is a public housing authority with administrative offices located at 6900 Broadway, Guttenberg, New Jersey 07093. The GHA provides quality, affordable housing to low-income families and seniors through its Public Housing and Section 8 Housing Choice Voucher Programs.

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting proposals for **General Legal Services** for the period of April 1, 2019 to March 31, 2020. It is the Housing Authority’s desire to 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 (“HUD”), as well as all applicable state and federal laws.

2. SCOPE OF LEGAL SERVICES

The scope of legal services being requested will relate to all of the Housing Authority’s programs (including but not limited to Public Housing, Section 8 Housing Choice Voucher, and Capital Fund programs) and shall include, but not be limited to, the following:

- A. Attend meetings of the Housing Authority when requested;
- B. Supervise drafting of all resolutions of the Housing Authority;
- C. Supervise, as to legality, the official minutes of the Housing Authority’s meetings;
- D. Confer with, and advise the officers and employees on Housing Authority-related legal matters, when required;
- E. Consult with parties having business with the Housing Authority, on such business, when requested;
- F. Prepare contracts, legal instruments, legal documents, and other legal writings as may be required in the interest of the Housing Authority;
- G. Review and approve the legality of contracts, legal instruments, legal documents and other written legal materials prepared by others and submitted to the Housing Authority for action (including verification of all performance bonds);
- H. Handle in an appropriate manner, all legal questions and matters arising out of or under legal contracts, legal instruments, legal documents, and other legal materials with or concerning the Housing Authority;
- I. Render legal opinions on all matters submitted by the Housing Authority;
- J. Perform all required legal work in connection with the financing of the Housing Authority’s programs, projects, or activities, excepting that legal work which may be required of a bond counsel;
- K. Provide legal advice, assistance, and counsel in all actions arising at the Housing Authority; including all tenancy matter including eviction, post eviction Orders to Show Cause and civil recovery litigation;
- L. Appear for and represent the Housing Authority in all litigation matters;

- M. Give notice to, and consult with, the Housing Authority's insurance carriers in all cases of injury to person or loss or damage to property involving the Housing Authority;
- N. Coordinate all legal actions brought against the Housing Authority, its officers and employees in conjunction with Housing Authority business;
- O. Update all Housing Authority policies in accordance with applicable rules, orders, and laws, as well as suggestions of the Housing Authority;
- P. Advise the Housing Authority on all matters pertaining to the Open Public Meetings Act;
- Q. Advise the Housing Authority on all matters concerning the Local Public Contracts Law;

3. QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum requirements:

- A. Must be licensed to practice law in the State of New Jersey.
- B. Has a broad and practical knowledge of New Jersey Local Public Contracts Law, state procurement regulations, federal procurement regulations, and applicable state/federal procurement guidelines and/or bidding procedures.
- C. Has broad experience in representing other Public Housing Authorities ("PHAs") including experience in corporate governance matters, contract law, employment law, and overall representation of public entities in litigation, including bid contests/challenges.
- D. Has strong analytical, interpretive, and oral/written communication skills.
- E. Has a thorough understanding of HUD funded programs, Public Housing, Section 8, and related federal regulations.
- F. Must be fully versed in the New Jersey Open Public Meetings Act, Open Public Records Act, and the Local Redevelopment and Housing Law.
- G. Has a broad and practical knowledge of HUD PHA/Tenant Regulations and New Jersey Landlord/Tenancy Law, including: all types of summary dispossession actions applicable to public housing authorities; PHA tenant due process requirements, including all federal notice requirements for each cause of action; and grievance hearings.
- H. Has broad experience and a proven track record of success in representing New Jersey PHAs in tenant grievance hearings and all form of eviction and post-eviction litigation, including but not limited to: summary dispossession actions, Orders to Show Cause, defiant trespass, and civil recovery.
- I. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other

federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.

J. Must be approval by the United States Department of Housing and Urban Development.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

4. SUBMISSION OF PROPOSALS

All Proposals must be sealed and received by the GHA (via mail, courier service such as Fed Ex or UPS, or hand-delivery only) no later than _____ on _____ at the following address:

Mr. Carl S. Czaplicki, Jr.
Executive Director
Guttenberg Housing Authority
6900 Broadway, Guttenberg, NJ 07093

The sealed envelope must be marked "Proposals for General Legal Services".

5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead, and signed by the owner or an executive officer of the firm. Interested firms should have at least five (5) years' experience.
- B. **Executive Summary-** Provide a brief non-technical overview of the Respondent's business including the range of services offered. Respondents should demonstrate how and why their services meet GHA's needs and qualification requirements.
- C. **Company Profile-** Provide a history of the business and a biography of all key attorneys who would be handling GHA matters. This should include a narrative identifying any public housing authorities that the Attorney/firm has represented over the past ten (10) years to which the Attorney/firm has provided similar services.
- D. **General Legal Services-** Describe in detail each aspect of the general legal services proposed and the firm's specialized knowledge and experience with each such service.
- E. **References-** Respondents are required to submit a minimum of three (3) housing authority references.
- F. **Proposed Costs-** A schedule of hourly rates must be provided for all categories of staff (attorneys, paralegals, etc.) who will be assigned to perform the above services if a contract is awarded; and other charges, if any, must be specified.

G. Required Documentation- Each respondent shall execute and submit the following documents as part of their formal proposal:

- a) One (1) Original and One (1) Copy of Proposal
- b) HUD-5369C – Certification and Representations of Offerors
- c) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
- d) Non-Collusion Affidavit
- e) Statement of Corporate Ownership
- f) Affirmative Action Compliance Notice
- g) New Jersey Business Registration Certificate
- h) Certificate of Insurance
- i) Declaration Page for Professional Liability Insurance
- j) Completed Proposal Document Checklist

Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.

6. PROPOSAL REVIEW

A. All proposals will be reviewed in accordance with the Housing Authority’s evaluation criteria, which are as follows:

Evaluation Criteria	Weighting (Maximum Points)
Identified history of representing New Jersey PHAs over the past ten (10) years and familiarity with all New Jersey statutes and HUD regulations including NJ Local Public Contracts Law, Federal Procurement Regulations, public sector employment law, NJ Local Redevelopment and Housing Law, NJ Open Public Meetings Act, NJ Open Public Records Act, and Corporate Governance of NJ PHAs	30
Demonstrated experience and technical competence in providing legal services to public housing authorities, based upon the number of past and existing PHA clients, overall performance, experience and command of PHA general and litigation matters; this shall include litigation of NJ Public Contract Bid Challenges in the NJ Superior Court and contract and procurement matters	30
Identified history of representing PHA clients in landlord/tenancy matters, based on serving as landlord/tenancy counsel to past and existing PHA clients, including number of PHA clients. Familiarity with NJ Landlord Tenant Law, regulations and due process notices; HUD Regulations concerning mandatory PHA due process requirements to tenants including all causes of action and One Strike requirements. Demonstrated experience in handling and technical competence in landlord/tenancy litigation	30

Reasonableness of proposed fee(s)	10
TOTAL	100

- B. The Housing Authority reserves the right to waive any informality and to reject any and all proposals. No Proposal may be withdrawn for sixty (60) days after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Town of Guttenberg, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *SI21 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the entity making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so 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 project; and that all statements contained in said
proposal and in this affidavit are true and correct, and made with full knowledge that the
Housing Authority of the Town of Guttenberg 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 _____.

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____
(Seal)

STATEMENT OF CORPORATE OWNERSHIP

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 Company 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: _____

% of Ownership: _____

% of Ownership: _____

Name: _____

Name: _____

Subscribed and sworn before me this ____ day of _____, 2019

(Affiant)

(Notary Public)

(Print name & title of affiant)
(Corporate Seal)

My Commission expires:

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of
N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under and existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vender.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1, et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PROPOSAL DOCUMENT CHECKLIST

Submission Requirement	Initial
An Original and One Copy of Entire Proposal	
Support for Qualifications	
Support for Evaluation Factors	
Statement of Corporate Ownership	
Non-Collusion Affidavit	
Certification Regarding Non-Debarment	
Form HUD-5369-C	
Affirmative Action Compliance Notice and Documentation	
State of New Jersey Business Registration Certificate	
Certificate of Insurance	
Declaration Page of Professional Liability Insurance	

AGREEMENT TO PROVIDE LEGAL SERVICES

This agreement made and entered into the ____ day of _____, 2019 by and between the Guttenberg Housing Authority, hereafter referred to as the "GHA" and _____, with an office located at _____, hereafter referred to as the "Law Firm",

Whereas, the GHA desires to retain and employ said Law Firm to provide general legal services as more thoroughly described herein;

Whereas, said Law Firm desires to provide said general legal services to the GHA for the one year period beginning April 1, 2019 and ending March 31, 2020;

Now, therefore, in consideration of the foregoing, it is mutually agreed between the parties hereto as follows:

1. **Legal Services To Be Provided.** The Law Firm will represent the GHA in the following matter: General Counseling, including all legal matters concerning or relating to the Guttenberg Housing Authority. The legal work includes all necessary Board Meetings, HUD Complaine, NJ State Law Compliance, court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, analysis, strategizing, trial preparation and related work to properly represent the GHA in legal matters.
2. **Additional Legal Services.** If the GHA needs any other services which may or may not be related to the above matters, then the GHA and the Law Firm may make a new agreement to provide the other services.
3. **Legal Fees.** The Law Firm cannot predict or guarantee what the GHA's final bill will be. This will depend on the amount of time spent on the GHA's cases/matters and the amount of other expenses.
 - a. **Hourly Rate.** The GHA agrees to pay the Law Firm for legal services at the following rates:

<u>Rate per Hour</u>	<u>Services of</u>
\$ _____	Partners
\$ _____	Associates
\$ _____	Paralegals

- b. **All Services Will Be Billed.** The GHA will be billed at the hourly rates set forth in paragraph 3a for all services rendered under this Agreement. This includes telephone calls, drafting and reviewing letters, legal research, negotiations, and any other service relating to the Guttenberg Housing Authority's legal matters. The firm shall provide detailed billing invoices.

4. **Costs and Expenses.** In addition to the Legal Fees referenced above, the GHA must pay the following costs and expenses: experts' fees, filing fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, transcript costs, messenger services, photocopying charges, telephone toll costs, postage and other charges for transmission/delivery, and any other necessary expenses in the legal matters referenced above.
5. **Bills.** The Law Firm will send the GHA itemized bills on a monthly basis. The Law Firm may require that costs and expenses (see paragraph 4) be paid in advance. All other bills for costs and legal expenses are due upon receipt.
6. **GHA's Responsibility.** The GHA must fully cooperate with the Law Firm and provide all information relevant to the issues involved in the above matters. The GHA must also pay all bills as required by this Agreement. If the GHA does not comply with these requirements, then the Law Firm may ask the Court for permission to withdraw from representing the GHA. The Law Firm will also withdraw at the GHA's request.
7. **No Guarantee.** The Law Firm agrees to provide conscientious, competent, and diligent legal services and at all times will seek to achieve solutions which are just and reasonable for the GHA. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law, and many unknown factors, attorneys cannot and do not warrant, predict, or guarantee results or the final outcome of any case.
8. **Termination.** Either party may terminate this Agreement at any time, for any reason, upon four (4) weeks written notice to the other party. Such written notice shall be transmitted via U.S. mail, overnight delivery service, or personal delivery.
9. **Signatures.** The GHA and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of the GHA's questions and fully explained this agreement to the GHA's complete satisfaction. The GHA has been given a copy of this Agreement.

By: _____
(name), Esq.
(Law Firm)

By: _____
Carl S. Czaplicki Jr., Executive Director
Guttenberg Housing Authority