

## REQUEST FOR PROPOSALS

### LEGAL SERVICES

July 23, 2024

The Burlington Housing Authority (BHA) seeks proposals from qualified attorneys for legal services required by BHA from October 1, 2024 through September 30, 2027, with two one-year extension options for a maximum contract term of five years ending September 30, 2029.

#### A. Scope of Services

The legal services required are essential for the day-to-day operations of BHA's Section 8 PBRA and PBV programs and non-profit organizations including, but not limited to, the Burlington Development Corporation (BDC), BDC Investment Communities, LLC (BDCIC), Burlington Homes, Inc. (BHI) and First Baptist Apple Street Housing Foundation (FBASHF) dba Spencer Brown Thomas Homes (SBTH). The Section 8 programs are subsidized by the Department of Housing and Urban Development (HUD) and the operation of these programs shall, at all times, be in compliance with HUD programs.

Legal services shall include, but are not limited to, providing general counsel to the Board of Commissioners and BHA staff on matters relating to housing policy and management, real estate acquisition, development and disposition, construction procurement and procedures, North Carolina General Statutes, federal laws and compliance and working with BHA staff to resolve issues relating to BHA's lease documents, resident lease violations and eviction procedures.

#### B. Instructions and Notice to Proposers

##### 1. General

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements; format and review content so that proposals are complete, contain all essential information and can be evaluated fairly. The following represents the extent of the instructions and conditions.

##### 2. Submission and Content of Proposals

The BHA Legal Services Contract form is attached to and made a part of this Request for Proposals (RFP). In submitting the proposal, please state the hourly rates, basis for minimum charge (i.e. by minute, quarter hour, etc.), and other charges, and include a statement regarding your related experience.

Also, provide at least three references and include name, address, telephone and a contact person and project name.

This RFP includes no guaranteed minimum or maximum number of service hours.

2.1. Inquiry and Submission Location

Inquiries concerning the RFP should be submitted in writing or via email. Proposals must be mailed or dropped off at the below address and one emailed copy to:

Burlington Housing Authority  
PO Box 2380 (27216-2380)  
133 N. Ireland Street  
Burlington, North Carolina 27217  
Attention: Veronica Revels, Chief Executive Officer  
[vrevels@burlingtonha.org](mailto:vrevels@burlingtonha.org)

2.2. Submission Date

Proposals (one original copy) shall be submitted in sealed envelopes and marked "BHA Legal Services" and in subject line of one electronic copy via email. All proposals shall be received no later than 2:00 p.m., local time, on Wednesday, August 28, 2024 and submitted to the address identified in paragraph 2.1. above. Faxed proposals shall not be accepted. All proposals shall be valid for 180 days.

3. Acknowledgment of Amendments

Proposers shall acknowledge in their proposals receipt of amendment(s) to this RFP by signing the document on the acknowledgment line of the amendment. A proposer's failure to acknowledge an amendment may result in rejection of the offer.

4. Restriction on Disclosure and Use of Data

A proposer including proprietary or confidential information in its proposal shall state if it does not want this information disclosed to the public or used for any purpose other than proposal evaluation.

In addition to the requirements above, the proposers shall conspicuously mark each separate sheet containing proprietary or confidential information they wish to restrict with a notation to that effect.

5. Complete and Accurate Submission

A proposer's failure to provide accurate information in response to this RFP may disqualify the proposer from further participation in the legal services selection process.

A proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the proposer in writing and is received at the place prior to the date

and time designated in the RFP for final receipt of proposals. After such date and time, the proposer may not change any provision of its proposal in a manner prejudicial to the interests of BHA and/ or fair competition.

6. Retention

All proposals are the property of the Burlington Housing Authority, shall be retained by BHA, and shall not be returned to the proposer.

7. Cancellation/Waiver

BHA reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of BHA. BHA further reserves their right to waive any minor informality in any proposals received, if it is in the public interest to do so. The decision as to whom shall receive a contract award, or whether or not an award shall be made as a result of this RFP shall, be at the absolute sole discretion of BHA.

8. Key Personnel

The key personnel specified in the successful proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reasons(s), the proposer shall notify BHA in writing at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The proposer shall not change the names of these personnel or hours to be devoted, before, or after, a contract award, without written permission from BHA.

9. Part of Contract

The contents of the proposal submitted by the successful proposer may become part of any contract award at the sole discretion of BHA. In addition, the successful proposer may be required to sign the contract addendum for Legal Services Protocol from Notice PIH 2006-9 Procurement of Legal Services by PHAs.

10. Invoicing

Within BHA, Project Based Vouchers (PBV) of one community, Crump Village is administered by the Asheboro Housing Authority for BHA. BHA manages 5 Project Based Rental Assistance (PBRA) properties converted under RAD that operate under the BDCIC, LLC. These properties are Willow Creek, R.L. Pate Homes, Earl Gerow Homes, Maplebrook and Woodrail Acres. We also manage Burlington Homes owned by Burlington Homes, Inc. and Spencer Brown Thomas Homes for First Baptist Apple Street Housing Foundation. For billing, the vendor must send individual invoices for these properties when services are rendered.

Services rendered to any other property, program, or organization can be placed on a combined invoice.

C. Evaluation Factors for Award

All proposals shall be initially reviewed to determine compliance with the proposal format requirements specified within this RFP. Proposals which do not comply with these requirements, may be rejected without further review. Proposers that are considered to be in compliance with the RFP' s requirements may be asked to participate in discussions for final selection for a contract award.

All proposals shall be evaluated based on the evaluation criteria outlined below:

1. Experience with HUD subsidy programs including, but not limited to Rental Assistance Demonstration, and Project Based Rental Assistance and Project Based Voucher programs, non-profit organizations, matters relating to housing policy and management, real estate acquisition, development and disposition, construction procurement and procedures. (Maximum of 20 points)
2. Experience with federal, North Carolina and local housing laws and regulations. (Maximum of 15 points)
3. Experience with North Carolina and local eviction process for rental housing and in the preparation and litigation of cases. (Maximum of 25 points)
4. Hourly rates for the provision of services in relation to the scope of services. (Maximum 15 points)
5. Availability during business hours for questions, assistance and advice or provide services of an alternate attorney suitable to BHA. (Maximum 10 points)
6. Quality of references. (Maximum 15 points)

Final selection shall be based upon the above ratings and the results of interviews, if required.

## Legal Services Contract

This agreement made as of the first day of October, 2024, between the Burlington Housing Authority (Authority) and \_\_\_\_\_ (Attorneys).

### I

The contract term shall be for the three years, or from October 1, 2024, through September 30, 2027 with two one-year extension options for a maximum contract term of five years ending September 30, 2029. Either party may terminate the contract without cause by thirty days written notice mailed to the other party during the term of the contract. In the event of unsatisfactory performance by Attorneys, the Authority shall provide written notification to Attorneys outlining problems to be corrected. If corrections or sufficient improvements are not made to the satisfaction of the Authority within thirty-days after issuance of the deficiency notice, the Authority reserves the right to terminate this contract by providing thirty days written notice to the Attorneys.

### II

The Attorneys agree to render to Authority services under this contract including:

- (a) Supervision of and appearance when necessary, in summary ejectment proceedings against tenants of the Project Owners that the Authority serves as management agent.
- (b) Preparation of opinions on legal questions arising in policy formulation and management of the Authority and its housing units and non-profit organizations.
- (c) Legal advice to the President/Chief Executive Officer, Chief Operating Officer, Board of Commissioners and Board of Directors.

In addition, Attorneys agree to render to the Authority, legal services in connection with the development of new projects including, but not limited to, the following:

- (a) Review and interpretation of loan and construction contracts.
- (b) Appearance before governmental entities and groups of citizens whose cooperation is necessary or desirable for construction of projects.
- (c) Assistance in obtaining modification of state legislation to facilitate projects.
- (d) Preparation and applications for amendments to the Authority's certificate of public convenience and necessity.

### III

In consideration of legal services rendered, the Authority shall pay the Attorneys as follows:

- (a) For items listed in Article II and any other legal services required for the normal operation of the Authority, the Authority shall pay the Attorneys \_\_\_ per hour for paralegal services, \_\_\_ per hour for associates, and \_\_\_ per hour for partners. Attendance at meetings of Board of Commissioners shall not normally be required; but should such attendance be requested by the Authority, the Authority agrees to reimburse Attorneys for actual time in attendance at the above rates.
- (b) For legal services requested by the Authority for non-subsidized activities, the Authority agrees to pay \_\_\_ per hour for paralegals, \_\_\_ per hour for associates, and \_\_\_ per hour for partners.

All fees are payable based upon monthly invoices describing services and hours of service for that month. No service shall be charged to the Authority unless the Authority has requested the services in advance. Services may be requested by the Chairperson, Board of Commissioners/Directors, President/Chief Executive Officer, and Chief Operating Officer.

### IV

The Authority shall reimburse Attorneys for expenses and disbursements in connection with legal matters handled by them including, but not limited to, notary fees, copies at \_\_\_ per copy, court costs, witness fees, recording fees, and long distance telephone tolls. Such reimbursement shall be made upon submission of statements.

### V

Attorneys shall retain complete files and records of all activities performed for the Authority for a period of not less than five years following the initiation of the activity. During the contract period and the required records retention period, Attorneys agree to provide, upon the request of the Authority, copies of the materials held by the Attorneys which pertain to the Authority at \_\_\_ per copy during the contract period and at a cost not to exceed \_\_\_ per copy if the contract has expired.

### VI

Attorneys agree, during the term of this contract, to carry Professional Liability and General Liability insurance in limits of at least \$1,000,000 and Fidelity Bond with limits of \$25,000 or more and shall provide the Authority an insurance certificate certifying that the required insurance and bond are in force.

VII

The Attorneys agree that during the term of this contract or any extension thereof, they shall not discriminate in their hiring practices on the basis of race, color, creed, sex, handicap, or national ongm.

VIII

Should Attorneys receive any amount as attorney's fees taxed by any Court to the opposing party in litigation, including eviction proceedings, or should any amount be collected from a tenant as a legal fee, then such amount shall be reported by Attorneys to Authority and shall be credited against the next payment to Attorneys.

IX

This contract is not assignable by either party.

X

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

IN WITNESS WHEREOF, the parties do hereunto set their signatures:

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Attorney

BURLINGTON HOUSING AUTHORITY

By: \_\_\_\_\_  
Veronica Revels  
President/Chief Executive Officer