

Lincoln Housing Authority

REQUEST FOR PROPOSALS (RFP)

FOR

LEGAL SERVICES

Issue Date: **June 20, 2022**

Proposal Due Date and Time: **July 5, 2022**

Table of Contents – RFP Legal Services

LHA Mission and Description	3
Scope of Services	4
Submission Process and Requirements.....	5
Evaluation Process and Selection Criteria	7
Form of Non-Collusive Affidavit.....	10

Certifications and Affidavits

1. Instructions to Offerors (Form HUD 5369-B)
2. Certifications and Representations of Offerors (Form 5369-C)
3. General Contract Conditions (Form HUD 5370-C)
4. Certification of a Drug-Free Workplace (Form HUD 50070)
5. Certification of Payments to Influence Federal Transactions (Form HUD 50071)
6. Form of Non-Collusive Affidavit (LHA)
7. Certification Regarding Debarment and Suspension (Form HUD 2992)
8. Federal Labor Standards Provision (Form HUD 4010)
9. Equal Employment Opportunity Certification (Form HUD 92010)

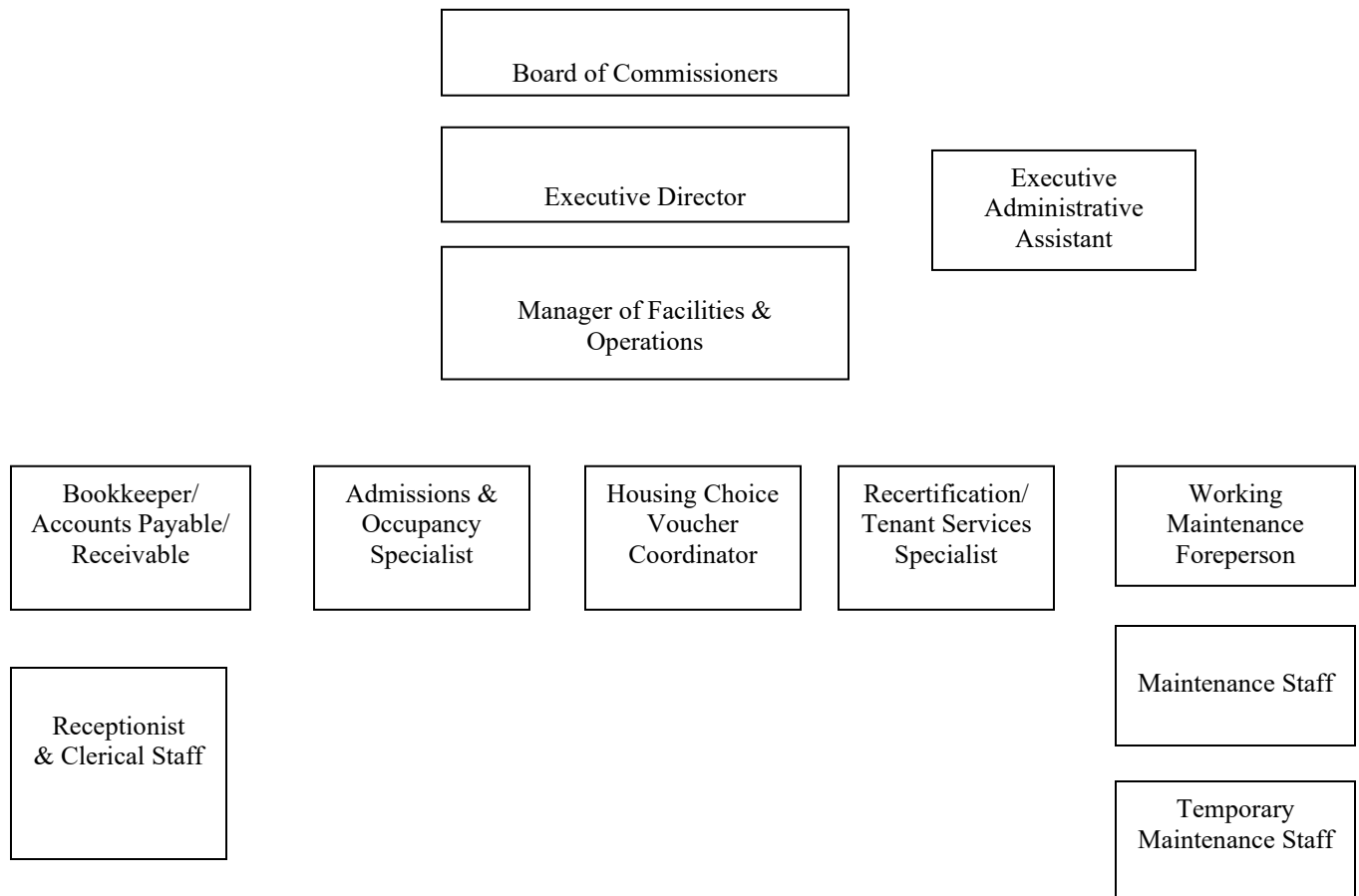
LHA Mission, Description, Logistics

The Lincoln Housing Authority:

- was established to provide safe, decent, sanitary, and affordable housing to low income elderly and disabled individuals and families without discrimination.
- owns, manages, and services 252 public housing units at three locations. The LHA also administers 124 Housing Choice Vouchers.
- Is governed by a 7-member board of commissioners. Six members are appointed by the Town Council. The seventh member is a resident commissioner, who resides at Lincoln Housing and is elected by the tenants then appointed by the Town Council.
- has a 501(c)(3) designation.
- has twelve full-time and one part-time employee. Five employees work in the maintenance department. The remaining employees work in the office. Four maintenance employees are covered by a collective bargaining agreement.

The Authority's fiscal year runs from October 1 through September 30.

Organizational Chart



SCOPE OF LEGAL SERVICES

The LHA intends to award a contract to a qualified lawyer or firm to provide day-to-day legal services necessary for the administration and operation of the agency. The attorney or firm selected should, at a minimum, be able to provide the following services:

1. Serve as general counsel and represent the Housing Authority in all legal matters;
2. File lawsuits on behalf of the Housing Authority and serve as counsel on all matters pertaining to such cases;
3. Represent the Housing Authority in court for lawsuits filed against the LHA by contractors, residents, landlords, and others;
4. Provide written legal opinions on varying matters, including but not limited to, procurement regulations and policies, admissions and continued occupancy, policies and procedures, etc.
5. Provide written legal opinions and attend meetings as necessary for the resolution of disputes between the Housing Authority and contractors, vendors, etc.
6. Provide all necessary legal services as may be required for the acquisition or disposition of property to certify compliance with local, state, and federal regulations;
7. Represent the Authority in informal hearings against residents or formally in a court of law as determined by circumstances;
8. Represent the Authority in personnel matters, including reviewing and expressing legal opinions on revised Personnel Policies and job descriptions, formulating or modifying procedures for hiring and terminating employees and any subsequent actions;
9. Attend Board meetings of the Authority or other scheduled Board meetings when requested at no additional cost to the Housing Authority;
10. Assist in preparing correspondence or other documents to contractors, vendors, agents, etc. as necessary, to protect the Authority's interests both now in the future;
11. Assist in interpreting local, state, and federal regulations;
12. Provide training to staff and persons serving as hearing officers with regard to the LHA lease, the Housing Choice Voucher Certification and leasing process, grievance and eviction procedures, non-compliance notices, and certificate of withdrawal procedure, etc.
13. Provide legal representation and serve as liaison with HUD's legal department, HUD's Office of Public Housing, Rhode Island Housing, and other such regulatory agencies;
14. Review and advise regarding the drafting of resolutions;
15. Review and advise regarding the legality of the official minutes of the Authority;
16. Provide general legal advice and assistance to commissioners and staff with respect to Authority business;
17. Provide legal consultation with certain parties having legal dealings with the Authority;
18. Review and approve the legality of contracts and agreements and all payments made hereunder, excluding union contracts. This may require performing title searches as a requirement for progress payments.
19. Participate in contract negotiations, as needed
20. Handle all legal questions and matters of the Authority arising from contracts, and render opinions on all matters submitted by the Authority;

21. Representing the Authority before courts, legislative bodies, and other agencies and governing bodies;
22. Advise on all actions ex contractu and ex delicto;
23. Handle all legal issues pertaining to evictions and collections, including court appearances;
24. Represent the Authority in handling all legal and litigated matters including court appearances;
25. The Authority is planning real estate development. The attorney selected for this contract will be expected to provide legal services related to said development.
26. Perform other duties related to legal issues as required by the Authority.

The Contractor shall at all times guarantee access by the LHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor that are directly pertinent to the specific contract, for the purpose of audit, examination, excerpts and transcriptions.

The Respondent shall be required to retain all pertinent records for a period of not less than three (3) years after final payment has been made and all pending matters closed.

In submitting a response to this Request for Proposals, the Respondent acknowledges that the LHA shall not compensate the Respondent for any submission or contract negotiation costs, including costs for preparation, appearances or interviews, and/or travel expenses. It is essential that the respondent selected as legal counsel have the necessary knowledge, skills, and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with HUD regulations, LHA policies and procedures, criteria and requirements, and local and state laws.

SUBMISSION PROCESS AND REQUIREMENTS

SUBMISSION DEADLINE

Proposals must be received by the Authority on or before NOON, **July 5, 2022**. Late submissions, emails, and faxed proposals will not be considered.

PLACE OF SUBMISSION

One (1) unbound original and two (2) copies of the complete proposal package must be submitted in an envelope sealed and labeled "Proposal for Legal Services" to:

Lincoln Housing Authority
10 Franklin Street
Lincoln, Rhode Island 02865

DEADLINE FOR WRITTEN QUESTIONS

Respondents may submit questions in writing to:

Claudette Kuligowski, Executive Director
Lincoln Housing Authority
10 Franklin Street
Lincoln, Rhode Island 02865

Written questions must be received by the LHA at the aforementioned address no later than **June 27, 2022**.

In order to maintain a fair and impartial competitive process, the LHA will answer inquiries only in response to written questions received within the specific time frame. The LHA must avoid private communication with prospective respondents during the evaluation period. Written questions will be the only opportunity for respondents to inquire as to form and content. Please respect this policy and do not attempt to query LHA personnel or members of its Board of Commissioners regarding this RFP. The only queries that will be acknowledged are those written questions submitted in the manner and within the time frame indicated above.

PROPOSALS SHALL CONTAIN INFORMATION IN THE FOLLOWING ORDER:

1. Geographic location and Accessibility

State the full name and address of respondent organization and, if applicable, the branch office that will perform the work listed in this RFP. Please describe the organization's location with respect to the LHA office at 10 Franklin Street, Lincoln, Rhode Island. Thoroughly explain what steps will be taken to enhance accessibility and to minimize potential problems and delays in the areas of availability for meetings, general communications, coordination, supervision, and expenses.

2. Past Performance on similar Assignments

The LHA seeks a law firm with extensive experience working with HUD and public housing authorities. List respondent organization's experience with public housing and government representation. Provide an overview of governmental entities that the firm has represented as general counsel or provided substantial support on matters affecting day-to-day operations. Additionally, provide a description of any experience the firm has with single and multi-family real estate development, including low-income housing tax credits. Briefly state the nature, scope of services, fee basis, contact person, and telephone number.

3. Management Plan and/or Approach

Describe respondent firm's plan for managing this particular contract, including the role that the LHA will play. Explain the roles that consultants will play and the methods of coordination, communication, and control.

4. Technical or Work Plan

Describe respondent firm's technical plan for accomplishing all the elements of the Scope of Work. Discuss the firm's approach to each phase and the results that would be achieved. State any possible problem that may exist.

5. Project Manager, Key Personnel, and Cost

Who will be the lead attorney and what experience does s/he have in similar public housing/government representation? Identify other key personnel who will perform work as part of the contract, along with their experience. The Authority anticipates entering into an agreement based upon a fee for service. Respondents are required to submit current hourly rates for the lead attorney, associates, and the remaining members of the firm who will perform work as part of the contract.

6. Diversity of Staffing

It is the policy of the Lincoln Housing Authority not to discriminate on the basis of race, sex, color, national origin, religion, age, handicap or political affiliation. The LHA shall take affirmative action to insure that all applicants and employees receive fair, equitable, and just treatment. Please provide a brief description and/or profile of respondent firm's

personnel, including a breakdown of staff by gender, ethnicity, and classification. Classification shall be broken out as follows: attorneys (partners), attorneys (associates), paralegals, legal secretaries, general clerical, and other. Please provide this breakdown in the same manner based on the firm's personnel approximately one (1) year prior to the date of this proposal submission.

7. M/WBE Participation

The Respondent must submit information clearly indicating where, and to what extent, minority and female business enterprises are to be utilized. The LHA has established 20% M/WBE participation as a goal.

8. Section 3 Participation

Pursuant to Section 3 of the HUD Act of 1968, if additional job training, employment, and other economic opportunities are generated by this initiative, then to the greatest extent feasible, these opportunities must be directed to low- and very low-income persons. In addition to employment and training opportunities, Section 3 also seeks to benefit businesses owned by public housing residents and other low-income persons.

The LHA has a strong commitment to the Section 3 program policy. Discuss the firm's approach to maximizing resident training, employment and business opportunities resulting from this initiative, and the level of success the firm has previously achieved.

9. References

Include a list of references pertaining to the firm's performance in contracts of a similar type, scale, and complexity. Respondents must submit at least five (5) references. The respondent's risk of nonperformance or poor performance will be evaluated based on reference checks. The evaluation will take into account the currency, context, and relevancy of information examined, as well as general trends in the respondent's performance.

10. Required Certification and Affidavits

Respondents must complete and submit the following forms, all of which are included herein as Exhibit A:

- a) Instructions to Offerors (Form HUD 5369-B)
- b) Certifications and Representations of Offerors (Form 5369-C)
- c) General Contract Conditions (Form HUD 5370-C)
- d) Certification of a Drug-Free Workplace (Form HUD 50070)
- e) Certification of Payments to Influence Federal Transactions (Form HUD 50070)
- f) Form of Non-Collusive Affidavit (LHA)
- g) Federal Labor Standards Provision (Form HUD 4010)
- h) Equal Employment Opportunity Certification (Form HUD 92010)
- i) Certification Regarding Debarment and Suspension (Form HUD 2992)

EVALUATION PROCESS AND SELECTION CRITERIA

Proposals will be evaluated by an LHA selection committee. The committee will present its recommendation to the LHA Board of Commissioners who will make the final selection.

Proposals will be evaluated using the Evaluation Criteria outlined below. After the initial scoring of proposals, those deemed by the selection committee to be within the competitive range will become the finalists and may be asked to appear for an interview to clarify issues and, if necessary, following the interview, to submit their best and final offers.

EVALUATION CRITERIA	MAXIMUM RATING (POINTS)
Experience in public and other low-income housing	5
Working knowledge of public and low-income housing rules, regulations, and policies	10
Working knowledge of local zoning and property laws	5
Experience in litigation	5
Experience in tenant evictions, collections, real estate law, and property disputes	10
Experience in construction law	5
Experience in Rhode Island leasing and occupancy laws	10
Financial (reasonableness of fees)	10
Geographic location and accessibility	7
Past Performance in similar circumstances	7
Management Plan and/or Approach	5
Technical or Work Plan	5
Contract Manager, Key Personnel, and Cost	5
Diversity of Staffing	5
Efforts to Utilize M/WBE	6
Total Points	100

WITHDRAWAL OF PROPOSALS

Proposals may not be withdrawn for ninety (90) days from the submission deadline date.

MISTAKES IN PROPOSALS

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the following conditions:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
2. The Respondent submits written evidence that clearly and convincingly demonstrates that both the existing offer and such correction would not be contrary to the fair and equal treatment of other respondents.

Mistakes after award shall not be corrected unless the LHA Executive Director makes a written determination that it would be disadvantageous to the Authority not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the LHA's Executive Director.

CONFLICTS OF INTEREST

The respondent warrants that to the best of his/her knowledge and belief and, except as otherwise disclosed, s/he does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the respondent's organizational, financial, contractual, or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or

2. The respondent's objectivity in performing the contracted work may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
3. The respondent agrees that, if after the award, s/he discovers an organizational conflict of interest with respect to this contract, s/he shall make an immediate and full disclosure in writing to the Executive Director. The disclosure shall include a description of the action that the respondent has taken or intends to take to eliminate or neutralize the conflict. The LHA may, however, terminate the contract if doing so is in its best interest.
4. In the event the respondent was aware of an organizational conflict of interest before the award of the contract and intentionally failed to disclose the conflict to the Executive Director, the LHA may terminate the contract for default.
5. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the respondent. The respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of delegate to the U.S. Congress or the LHA Board of Commissioners shall be allowed to share in any part of this contract or to derive any benefit to arise therefrom. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. No member, officer, or employee of the LHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the LHA was activated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the project shall, during his/her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
8. The LHA reserves sole and total discretion in determining the proper treatment of any conflict of interest disclosed under this provision.

INCURRED COSTS IN PREPARING AND SUBMITTING PROPOSALS

The Respondent shall be solely responsible for all costs incurred in preparing and submitting a response to this RFP. All material and documents submitted by the respondent will become the property of the LHA and will not be returned. Legal firms or individuals selected for further negotiations, as well as the firm or individual ultimately selected to enter into a contractual agreement with the Authority, will be solely responsible for all costs incurred during negotiations.

AWARDS

A contract shall be awarded in accordance with the terms and conditions of this RFP to the respondent whose proposal is most advantageous to the Housing Authority, considering price, technical and other factors as specified in this RFP. However, this RFP does not commit the LHA to award a contract. The Authority reserves the right to negotiate and award any element of this RFP, to accept or reject any and all proposals, to cancel the RFP in part or in its entirety, or to waive any minor irregularities, technicalities, or informalities regarding the proposals received, whenever such acceptance, rejection, negotiation, cancellation, or waiver is in the best interest of the LHA.

CONTRACT/AWARD

The contract for legal services as requested in this RFP will be subject to the approval of the Authority's Board of Commissioners.

The RFP will result in a fixed fee contract, the terms of which will be negotiated between the LHA and the selected respondent. The contract shall commence on the date specified therein and shall terminate upon completion of all services required pursuant to the contract unless terminated as provided therein. The term of the contract shall be two (2) years with a one year renewal option.

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

(Name)

, being first duly sworn, deposes and says:

That s/he is _____
(a partner or officer in the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Lincoln Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me

This _____ day of _____, 20____,

Notary Public

My commission expires on _____, 20_____.