

## Notice Inviting Proposals for Legal Services

June 14, 2010

The Georgetown Housing Authority herewith requests proposals for Legal Services. Qualified applicants are invited to submit six copies of a proposal as described below. Proposals are to be addressed to: Nikki Brennan, Executive Director

Georgetown Housing Authority

P.O. Box 60, Georgetown, TX

78627

Proposals must be received no later than July 16, 2010. Proposals will be reviewed, and those firms whose proposals most appropriately meet the Housing Authority's needs will be considered. Thank you for your interest.

Sincerely,

*Nikki Brennan,*

Executive Director

## **Introduction**

The Georgetown Housing Authority (GHA) establishes policy and reviews operations of the subsidized public housing in Georgetown, TX. Currently, GHA owns and operates two affordable housing developments and manages the U.S. Housing and Urban Development (HUD) Housing Choice Voucher/Section 8 Program that provides rent assistance to almost 100 families in Georgetown's private rental market.

GHA is soliciting legal consulting firms through this Request for Proposals (RFP) with experience providing legal services for public housing authorities.

Section 1201.027 of the Texas Government Code requires that the selection of legal counsel for these services be made in accordance with the provisions of Subchapter A, Chapter 2254, of the Texas Government Code.

## **Scope of Services**

The legal services to be provided are described below. Services provided may include, but not be limited to the following:

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

- Serve as general counsel and represent the Housing Authority in any legal matters.
- File lawsuits on behalf of the Housing Authority and serve as counsel on any matters pertaining to the case.
- Represent the Housing Authority in court on lawsuits filed against it by Contractors, residents, landlords and others.
- Provide written legal opinions on varying circumstances with respect to procurement regulations of the Local Government Code, Code of Federal Regulations, HUD Procurement Standards Handbook and others as necessary.
- Provide written legal opinions and attend meetings as necessary for the resolution of disputes between the Housing Authority and Contractors and/ or vendors.
- Provide all necessary legal services as may be required for the acquisition of or disposition of property to certify conformance to Local, State and Federal regulations.
- Represent the Housing Authority in informal hearings against residents or formally in a court of law as may be determined by the circumstances.
- Represent the Housing Authority in personnel matters including formulating procedures for hiring and terminating employees and any subsequent actions.
- Attend Board of Commissioners meeting or other scheduled meetings as requested and represent the Authority's legal opinion. At least one (1) legal representative shall be available to present at each regular monthly meeting of the Board of Commissioners at no additional cost to the Housing Authority, if necessary.
- Assist in preparing correspondence or other documents to Contractors, vendors, agents, etc. as may be necessary to protect the Authority's interest for both the present and future.
- Assist in the interpretation of regulations by Local, State, and Federal agencies.
- Provide training on GHA Dwelling Lease, Section 8 Certification and Leasing process and the eviction procedures and/or certificate withdrawal procedures to persons serving as Hearing Officers.

- Provide legal representation and act as liaison with HUD's Legal Department, HUD's Office of Public Housing Investment which administers HUD's mixed-finance regulations, and the Texas Department of Housing and Community Affairs (TDHCA) at a minimum.

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

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

In submitting a response, the Respondent acknowledges that GHA shall not compensate the Respondent for any submission or contract negotiation costs, including costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Respondent selected as General Counsel will 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, GHA procedures, criteria and requirements, and State and local laws and regulations.

### **Proposal Submission**

Please submit six copies of your proposal no later than 5:00 pm, July 16, 2010.

Nikki Brennan, Executive Director  
Georgetown Housing Authority  
P.O. Box 60  
Georgetown, TX 78627

Or:

210 W. 18<sup>th</sup> St.  
Georgetown, TX 78626

Packages must be marked: Request for Proposal – Legal Services

No changes or corrections will be allowed after proposals are opened. Any questions concerning this Request for Proposals should be directed to the GHA Executive Director (512 863-5565 ext. 5). Proposals received after the deadline will not be considered.

### **Deadline for Written Questions**

Respondents may submit questions in writing to the Georgetown Housing Authority, P. O. Box 60, Georgetown TX 78627, Attn: Nikki Brennan, Executive Director, or by FAX to (512) 869-3475. Such written questions must be received by GHA at the aforementioned address by 3:00 p.m. (C.S.T.) on July 9, 2010.

In order to maintain a fair and impartial competitive process, GHA can answer questions only in response to written questions received within the specified time frame. GHA must avoid private

communication with the prospective Respondents during the evaluation period. The written questions will be the only opportunity for Respondents to ask questions as to form and content.

Please respect this policy and do not attempt to query GHA personnel or members of its Board of Commissioners regarding this RFP except through written questions submitted in the manner and within the time frame indicated above.

### **Proposal Content**

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the proposer to undertake the responsibilities of serving as the legal counsel to the GHA.

The proposal should include a transmittal letter that will be considered an integral part thereof, and shall be signed by the individual or individuals authorized to contractually bind the firm.

The following specific information must be included in your proposal:

1. **Statement of Purpose:** A brief narrative describing the services that will be provided, specifically addressing the tasks listed above in Scope of Work.
2. **Geographic Location and Accessibility:** State the full name and address of your organization and, if applicable, the branch office that will perform the work on this project. Thoroughly explain what steps will be taken to enhance accessibility and to minimize potential problems in the areas of availability for meetings, general communications, coordination, supervision and expenses.
3. **Qualifications:** A list showing your firm's direct experience in providing legal counsel to Housing Authorities and other governmental entities during the period from July 2005 to June 2010. Provide an overview of governmental entities that your firm has represented as general counsel or provided substantial support on matters affecting day-to-day operations. Additionally, provide any experience the firm has with single-family development, multifamily real estate development to include market rate units, mixed-income units, mixed use developments, and low-income housing tax credit units.
4. **Key Personnel and Cost:** Who will be "Lead Attorney" and what experience does he/she have in similar public housing/government representation. Identify other key personnel with your firm who will work on the contract along with their experience. The Authority anticipates entering into an agreement based upon a fee for service. Proposers are required to submit current hourly fees for the "Lead Attorney" and "Associates." Fees for remaining members of the firm shall also be submitted.
5. **Diversity of Staffing:** It is the policy of the Georgetown Housing Authority not to discriminate against an applicant or employee on the basis of race, sex, color, national origin, religion, age handicap, or political affiliation. The GHA shall take affirmative action to insure that all applicants and employees receive fair and just treatment and that no opportunity, benefit, privilege, or services from businesses with like or similar objectives in their employment practices. Please give a brief description and/or profile of your firm's personnel, including breakdown of staff by gender, ethnicity and classification. Classifications shall be broken down as follows: attorneys (partners), attorneys (associates), paralegals, legal secretaries, general clerical and other. This information shall also be provided in the same manner based on the firm's personnel approximately one (1) year prior to the date of this proposal submission date.
6. **Minority and Female Business Enterprises (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 following are agencies recognized by the GHA for M/WBE certification: 1.) State of Texas - Historically Underutilized Business Program (HUB); 2.) North Central Texas - Regional Certification Agency (NCTRCA); and 3.) The

Small Business Administration 8a Program.

7. 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-income 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. GHA has a strong commitment to the Section 3 program policy. Discuss your approach to maximizing resident training, employment and business opportunities resulting from this project and the level of success you have previously achieved.
8. References: Names, titles, addresses, telephone numbers and email addresses of five (5) current or recent past clients that GHA can contact for reference purposes. Disclosure: Disclose any professional or personal financial interest which could be a possible conflict of interest in representing GHA.
9. Fees: The proposed compensation for providing the requested services. Note—the fee must be a discreet dollar amount (i.e. it cannot be percentage based). Include a fee schedule with hourly billing rates of proposed staff.
10. Required Certifications and Affidavits

Respondents must complete and submit the following forms, all of which are included herein as Exhibit A or available on-line.

- i.) Instructions to Offerors (Form HUD-5369-B)
- ii.) Certifications and Representations of Offerors (Form HUD-5369-C)
- iii.) General Contract Conditions (Form HUD-5370-C)
- iv.) Certification of a Drug-Free Workplace (Form HUD-50070)
- v.) Certification of Payments to Influence Federal Transactions (Form HUD-50071)
- vi.) Form of Non-Collusive Affidavit (GHA)
- vii.) Section 3 Clause
- viii.) Federal Labor Standards Provisions
- ix.) Equal Employment Opportunity Certification (Form HUD-92010)
- x.) Certification Regarding Debarment and Suspension (Form HUD-2992)

### Evaluation/Acceptance/Rejection

Proposals will be reviewed by the GHA Executive and Board of Commissioners. GHA reserves the right to seek additional information and/or clarification from any proposer, the right to reject any and all responses received with or without cause, the right to negotiate with any proposer that submits a response and also to waive any irregularity or informality if deemed to be in the best interest of GHA.

GHA specifically may choose other than the lowest cost proposal in order to provide the requisite services under terms and conditions that, in its sole judgment, are deemed to be in the best interest of GHA.

### Evaluation Criteria

The proposals will be evaluated using the following weighted criteria:

Evaluation Criteria	Maximum Rating (Points)
Geographic Location and Accessibility Past Performance on Similar Assignments Management Plan and/or Approach Project Manager, Key Personnel and Cost	10 25 15 15
Diversity of Staffing Effort to Utilize M/WBE Interview and Presentation	5 5 25

**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 conditions that follow:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
2. The Respondent submits written evidence which clearly and convincingly demonstrates 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 GHA Executive Director makes a written determination that it would be disadvantageous to the GHA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the GHA's Executive Director.

**Conflicts of Interest**

The Respondent warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she 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:

- Award of the contract may result in an unfair competitive advantage; or
- The Respondent's objectivity in performing the contract 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.
- The Respondent agrees that if after award he or she discovers an organizational conflict of

interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Executive Director which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. GHA may, however, terminate the contract if it is in its best interest.

- In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Executive Director, GHA may terminate the contract for default.
- 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.
- No member of or delegate to the U.S. Congress or GHA Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise there from. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
- No member, officer, or employee of GHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the GHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
- GHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

### **Incurred Costs in Preparing Proposals**

Respondent will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by Respondents will become the property of the GHA and will not be returned. Legal firms selected for further negotiations, as well as the firm ultimately selected to enter into a contractual agreement with the GHA, will be 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 GHA considering price, technical and other factors as specified in this RFP. GHA reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received as the best interest of GHA.

### **Contract/ Award**

The Contract for Legal Services as requested in this RFP document will be subject to the approval of the GHA's Board of Commissioners.

This RFP will result in a fixed-fee contract, the terms of which will be negotiated between GHA 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 not exceed two years with a one-year renewal option.

### **Miscellaneous**

- Responses should be prepared simply and economically, and should be both straightforward and concise.
- Proposers must be in full compliance with federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer shall in no way be cause for relief from responsibility.
- Submit six copies of your response.
- Proposals may NOT be withdrawn for ninety (90) days from the submission deadline date.

### **EXHIBITS Certifications and Affidavits**

1. Instructions to Offerors (Form HUD-5369-B)

[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/5369-b.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/5369-b.pdf)

2. Certifications and Representations of Offerors (Form HUD-5369-C)

[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/5369-c.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/5369-c.pdf)

3. General Contract Conditions (Form HUD-5370-C)

[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/5370-c.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/5370-c.pdf)

4. Certification of a Drug-Free Workplace (Form HUD-50070)

[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/50070.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/50070.pdf)

5. Certification of Payments to Influence Federal Transactions (Form HUD-50071)

[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/50071.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/50071.pdf)

1 Form of Non-Collusive Affidavit (GHA)

2 Section 3 Clause

3 Federal Labor Standards Provisions (Form HUD-4010)

[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/4010.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/4010.pdf)

9. Equal Employment Opportunity Certification (Form HUD-92010)

[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/92010.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/92010.pdf)

10. Certification Regarding Debarment and Suspension (Form HUD-2992)

[http://www.hudclips.org/sub\\_nonhud/html/pdfforms/2992.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/2992.pdf)

FORM OF NON-COLLUSIVE AFFIDAVIT  
(Prime Bidder)

State of \_\_\_\_\_

County of \_\_\_\_\_

being first duly sworn,

deposes and says:

That he/she is the party making the foregoing proposal or bid, and attests to the following:

(1) That Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he/she received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of public building or project, or in securing the public contract were in the regular course of their duties for Affiant; and

(2) That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant; and

(3) 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 of Affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Signature)\*

(Signature)\*

(Signature)\*

\*Bidder if the bidder is an individual; all partners if Bidder is a partnership; officer if Bidder is a corporation.

Subscribed and sworn to before me this day of \_\_\_\_\_, 200\_

Notary Public

My Commission expires:\_\_\_\_\_

## MBE/WBE, Resident Participation and Section 3:

### M/WBE PARTICIPATION

**M/WBE PARTICIPATION:** The contractor agrees to subcontract with minority Business enterprises and/or women business enterprises (herein called W/MBE) certified as such or recognized by GHA as a certified M/WBE.

**USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT:** In the event GHA has a reasonable belief that Contractor will not use his/her/its best efforts to meet the M/WBE participation goal, GHA reserves the right to pull work from the contract. Best efforts may be established by a showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

**FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.**

**NOTIFICATION OF M/WBE PARTICIPATION:** Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by GHA to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

### CONTRACTOR DATE

Note: This form must bear a signature.