

HARRIS COUNTY HOUSING AUTHORITY



REQUEST FOR PROPOSALS

FOR

LEGAL COUNSEL SERVICES

Issue Date: July 28, 2008

Proposal Due Date: August 29, 2008 – 4:00 p.m. (C.S.T.)

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INVITATION TO SUBMIT PROPOSALS

The Harris County Housing Authority (HCHA) herewith requests proposals for Legal Counsel Services.

This invitation is restricted to services for the HCHA only and proposals with respect to other agencies or projects shall not be submitted. Proposals are invited from any licensed Attorney-at-Law or Legal Firm, which can comply with all requirements of the **HUD Regulations**, and with the objectives of the HCHA.

This Request For Proposal (RFP) contains specific submission requirements, general scope of service requirements, as well as terms, conditions, and other pertinent information necessary for submitting a proposal. Interested firms can obtain the Request For Proposal package beginning **July 28, 2008** in person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, from the Harris County Housing Authority, located at 8410 Lantern Point Drive, Houston, TX 77054 or call 713-578-2134 to request a copy be mailed. Questions and inquiries should be directed to David Gunter, Chief Administrative Officer. Proposals must be received by the HCHA on or before **August 29, 2008 at 4:00 p.m. (C.S.T.)**.

All proposal submittals shall be labeled as follows:

Legal Counsel Services, RFP No. 07-03

Harris County Housing Authority

David Gunter, Chief Administrative Officer

8410 Lantern Point

Houston, Texas 77054

Due Date and Time: **August 29, 2008, 4:00 P.M. (CST)**.

Proposals may **NOT** be withdrawn for a period of ninety (90) days from the submission deadline date.

For more information, please visit our website at: www.hchatexas.org

PHA MISSION AND DESCRIPTION

The Harris County Housing Authority's mission is to promote innovative housing communities and encourage clients to achieve self-sufficiency.

The Harris County Housing Authority (HCHA) has been recognized as one of the most successful public-housing agencies in the nation by the U. S. Department of Housing & Urban Development (HUD). It has also been ranked among the nation's highest performing housing authorities for five consecutive years.

Scope of Services

The Harris County 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:

1. Serve as general counsel and represent the Housing Authority in any legal matters.
2. File lawsuits on behalf of the Housing Authority and serve as counsel on any matters pertaining to the case.
3. Represent the Housing Authority in court on lawsuits filed against it by contractors, residents, landlords, and others.
4. 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.
5. Provide written legal opinions and attend meetings as necessary for the resolution of disputes between the Housing Authority and contractors and/or vendors.
6. 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.
7. Represent the Housing Authority in informal hearings against residents or formally in a court of law as may be determined by the circumstances.
8. Represent the Housing Authority in personnel matters including formulating procedures for hiring and terminating employees and subsequent actions.
9. Attend Board of Commissioners meeting or other scheduled meetings as required and represent the Authority's legal opinion. **At least one (1) legal representative shall be present at each regular monthly meeting of the Board of Commissioners at no additional cost to the Housing Authority.**
10. Assist in preparing correspondence or other documents to contractors, vendors, agents, etc. as may be necessary to protect the Authority's interests for both the present and the future.
11. Assist in the interpretation of regulations by Local, State, and Federal agencies.

12. Provide training the HCHA Dwelling Lease, Section 8 Certification and Leasing process and the eviction procedures and/or certificate withdrawal procedures to persons serving as Hearing Officers.
13. Provide legal representation and act as liaison with HUD's Legal Department, HUD's Office of Public 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 HCHA, 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 HCHA 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, HCHA procedures, criteria, and requirements, and State and Local laws and regulations.

SUBMISSION PROCESS AND REQUIREMENTS

Submission Deadline

Proposals must be received by HCHA on or before August 29, 2008 – 4:00 p.m. (C.S.T). Faxed proposals will not be considered.

Place of Submission

One (1) unbound original and six (6) copies of the complete proposal package must be submitted in an envelope sealed and labeled "Proposal for Legal Services RFP -03" to:

**Proposal for Legal Counsel Services RFP-03
David Gunter, Chief Administrative Officer
8410 Lantern Point Drive
Houston, TX 77054**

Deadline for Written Questions

Respondents may submit questions in writing to the Harris County Housing Authority, 8410 Lantern Point Drive, Houston, TX 77054, Attn: David Gunter, Chief Administrative Officer, or by FAX to (713) 578-2200. Such written questions must be received by HCHA at the aforementioned address **by 4:00 p.m. (C.S.T.) on August 18, 2008.**

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

Responses Shall Contain Information in the Following Order:

1. 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. Please describe your organization's location with respect to the HCHA offices at 8410 Lantern Point Drive. Thoroughly explain what steps will be taken to enhance accessibility and to minimize potential problems in the areas of availability for meetings, general communications, supervision and expenses.

2. Past Performance on Similar Assignments:

The Authority seeks a law firm with extensive experience working with HUD and housing authorities. List your organization's previous experience with public housing and government representation. Provide an overview of the 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 developments, multifamily real estate developments to include market rate units, mixed income units, mixed use developments, and low-income housing tax credit units. For each project, briefly state the nature, scope of services, fee basis, contact person, and telephone number.

3. Management Plan and/or Approach

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

4. Technical or Work Plan

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

5. Project Manager, 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 on a fee for services. Proposers are required to submit currently hourly fees for the "Lead Attorney" and "Associates". Fees for remaining members of the firm shall also be submitted.

6. Diversity of Staffing

It is the policy of the Harris County 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 HCHA 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.

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. HCHA has established 30 percent M/WBE participation as a goal. The following are agencies recognized by the HCHA 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.

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-

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.

HCHA 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.

9. References

Include a list of references pertaining to the firm's performance in projects 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 Respondents performance.

10. Required Certifications and Affidavits

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

- 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 (HCHA)
- 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 PROCESS AND SELECTION CRITERIA

Proposals will be evaluated by a HCHA selection committee. The selection committee will present its recommendations to the HCHA 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 will be asked to appear for an oral interview to clarify issues and, if necessary, following the interview, to submit "best and final" offers.

After the interviews and the receipt of best and final offers, each of those Respondents will be reevaluated and rescored. The Respondent with the highest overall score, whose

proposal is most advantageous to HCHA considering price, technical and other factors, as specified in this RFP, will be selected as Legal Counsel.

HCHA reserves the right to accept or reject in part, or reject all proposals and to re-solicit new proposals. HCHA may also reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.

Evaluation Criteria

The proposals will be evaluated using the following weighted criteria:

EVALUATION CRITERIA	MAXIMUM RATING (POINTS)
Geographic Location and Accessibility	10
Past Performance on Similar Assignments	20
Management Plan and/or Approach	15
Technical or Work Plan	20
Project Manager, Key Personnel, and Cost	15
Diversity of Staffing	5
Efforts to Utilize M/WBE	15
Total Initial Points	100
Interview and Presentation	20
Total Overall Points	120

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 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 HCHA Executive Director makes a written determination that it would be disadvantageous to the HCHA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the HCHA 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:

1. Award of the contract may result in an unfair competitive advantage; or
2. 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.
3. 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. HCHA may, however, terminate the contract if it is in its best interest.
4. 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, HCHA 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 or delegate to the U.S. Congress or HCHA Board of Commissioners shall be allowed to share any or 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 HCHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HCHA 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.
8. HCHA 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 HCHA 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 HCHA, 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 HCHA considering price, technical and other factors as specified in this RFP. HCHA 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 is in the best interest of HCHA.

Contract/Award

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

This RFP will result in a fixed-fee contract, the terms of which will be negotiated between HCHA 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.

EXHIBITS

Certifications and Affidavits

1. Instructions to Offerors (Form HUD-5369-B)
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
3. General Contract Conditions (Form HUD-5370-C)
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
5. Certification of Payments to Influence Federal Transactions (Form HUD-50071)
http://www.hudclips.org/sub_nonhud/html/pdfforms/50071.pdf
6. Form of Non-Collusive Affidavit (HCHA)
7. Section 3 Clause
8. Federal Labor Standards Provisions (Form HUD-4010)
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
10. Certification Regarding Debarment and Suspension (Form HUD-2992)
http://www.hudclips.org/sub_nonhud/html/pdfforms/2992.pdf

**FORM OF NON-COLLUSIVE AFFIDAVIT
(PRIME BIDDER)**

State of _____ }
County of _____ } ss

_____, being first duly sworn, deposes and says:

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

- (1) That affiant employed no person, confirmation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project 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.
- (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 try 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 or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature* _____

*Bidder if the Bidder is an individual; all partners if 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: _____

Section 3 of the HUD Act of 1968

A. This law requires that HAs make efforts to ensure that individuals or firms located in or owned in substantial part by persons residing in the area of a HA project are used when possible. The Program regulations describing this program are in 24 CFR Part 135, which immediately follows the Foreword of this Handbook and should be followed by each HA. The form HUD-5370 includes a clause implementing this requirement.

B. Employment and training opportunities for preapprentices, apprentices and other training programs for public housing residents will assist HAs and RMCs in meeting resident employment, training, and local contracting objectives under Section 3.

C. HUD Handbook 8023.1, Implementing Section 3 of the Housing and Urban Development Act of 1966 provides guidance regarding compliance with Section 3. Some of the important provisions include but are not limited to the following:

Solicitations, regardless of the method, must advise prospective Respondents of the Section 3 requirements.

The Section 3 contract clause must be included in all covered contracts. See Form HUD-5370.