

REQUEST FOR PROPOSALS**GENERAL & TENANCY COUNSEL LEGAL SERVICES**

The Harrison Housing Authority requires the services of a company to provide General and Tenancy Counsel Legal Services, for a period of one (1) year from July 1, 2017 through June 30, 2018, with the option for an additional one (1) year period beginning July 1, 2018 through June 30, 2019. The initial contract will be for one (1) year with an additional year awarded at the sole discretion of the Board of Commissioners at the June 2018 Board Meeting.

Interested firms may obtain a copy of the complete Request for Proposals (RFP), including specifications, scope of services, and required documentation, from either the Housing Authority's website, www.harrisonhousing.com, under the Bid/RFP/RFQ section, or at the Housing Authority's administrative offices between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday. Please note that any prospective respondent obtaining the RFP from the website shall be responsible for ensuring they are aware of any addendums to the RFP by verifying such with the Authority's administrative offices or the Housing Authority's website prior to submission.

All proposals shall be submitted in a sealed envelope labeled appropriately (proposal title and return address) and delivered to Roy E. Rogers, Executive Director, Harrison Housing Authority, 788 Harrison Avenue, Building #1, Harrison, New Jersey 07029 **by or before April 19, 2017 at 12 noon, EST**, using one of the following submission procedures:

HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

Proposals received after this date and time for any reason shall not be considered and will be returned to the sender. All proposals shall include any and all required documentation requested therein and a failure to abide by the RFP's instructions in any way may lead to the proposal being rejected as non-responsive to this advertisement. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

No proposal may be withdrawn for a period of sixty (60) days after the date set for the receipt of proposals. The Authority reserves the right to reject any and all proposals and/or waive minor irregularities, pursuant to all applicable rules and regulations. In accordance with the criteria included in the RFP, the contract shall be awarded to the most advantageous proposal received by the Authority with cost and other factors considered.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Roy E. Rogers
Executive Director
Harrison Housing Authority

HARRISON HOUSING AUTHORITY

**REQUEST FOR PROPOSALS FOR
GENERAL AND TENANCY COUNSEL
LEGAL SERVICES**

**PROPOSALS MUST BE SUBMITTED BY
12:00 NOON EST ON APRIL 19, 2017 TO:**

**MR. ROY E. ROGERS
EXECUTIVE DIRECTOR
HARRISON HOUSING AUTHORITY
788 HARRISON AVENUE, BLDG. #1
HARRISON, NEW JERSEY 07029**

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FORMS REQUIRING SIGNATURES

- 1) HUD-5369C – Certification and Representations of Offerors
- 2) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 3) Non-Collusion Affidavit
- 4) Stockholder Disclosure Certification
- 5) Affirmative Action Compliance Notice

All respondents shall further supply a copy of the organization’s “Business Registration Certificate” issued by the Division of Revenue and a copy of the Declaration Page for their Professional Liability Insurance in order to be eligible for award consideration.

REQUEST FOR PROPOSALS FOR GENERAL LEGAL SERVICES

The HARRISON HOUSING AUTHORITY (HHA) requests proposals from qualified parties for the provision of the following General and Tenancy Counsel Legal Services, to be performed over a time period of one (1) year, beginning **July 1, 2017 through June 30, 2018**, with the option for an additional one (1) year period beginning July 1, 2018 through June 30, 2019. The initial contract will be for one (1) year with an additional year awarded at the sole discretion of the Board of Commissioners at the June 2018 Board Meeting.

SCOPE OF SERVICES REQUESTED

The services that are requested will be as follows and will relate to all of the HHA's programs including, but limited to, management of two (2) Public Housing developments (268 units):

1. Attendance at meetings with HHA, the Harrison Housing Authority and HUD staff, Independent Auditors, and HHA's Board as requested by the Executive Director.
2. Conferring with and advising the Executive Director and Board on legal matters when requested.
3. Advice and assistance to HHA in the preparation of all legal documents, papers, contract specifications, bonds, waivers and such other legal drafting as may be required from time to time.
4. Appearance for and representation of HHA in all routine litigation. A case shall be considered "routine" if it does not require substantial litigation services. Whenever the Attorney is of the opinion that litigation is not routine, HHA shall be notified promptly. If it is in agreement with the Attorney's opinion, HHA shall retain special litigation counsel in compliance with 24 CFR Part 85.
5. Approval of the legality of contracts.
6. Handling of all legal questions and matters arising under contracts of HHA and rendering of legal opinions on all matters submitted by HHA.
7. Giving notice to and consulting with the HHA's Insurance Carriers in all cases of injury to person or property involving HHA.
8. Review and approval of all documents pertaining to Temporary and Permanent Financing relating to all projects covered by this Agreement.
9. Represent the HHA in the appropriate court, in all non-payment of rent cases, One-Strike violation cases, lease violation cases, (including income reporting issues), orders to show cause, implementation of stipulations of settlement, Defiant Trespass cases.

PROPOSAL REQUIREMENTS:

1. 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.
2. Proposals shall contain a copy of the organization's/firm's "Business Registration Certificate" issued by the Division of Revenue.
3. Incorporation certification or affidavit stating the date the partnership was established, including the names and addresses of corporate ownership/partners.
4. Description of the company and three (3) references should be included.
5. Professional licenses and qualifications, including resumes, of all personnel that will be dealing with this contract.
6. Include details of landlord/tenant experience. Include percentage of landlord/tenant workload as it relates to total case volume. Indicate success rate in court appearances.
7. A schedule of hourly rates must be provided for all categories of staff who will be assigned to perform the above services if a contract is awarded; and other charges, if any, must be specified.
8. Each company submitting a proposal shall execute an affidavit to the effect that he or she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal.
9. Certified statement that neither the firm nor members of the firm or individual are debarred, suspended or otherwise prohibited from professional practice by any Federal, State or local oversight, regulatory or law enforcement authority.
10. Statement that the firm or individual is financially sound and has financial resources sufficient to successfully execute this agreement.
11. Evidence of all appropriate and applicable insurance coverage carried by the firm or individual, including policy coverage periods.
12. Statement that the firm operated in full compliance with all applicable civil rights and non-discrimination statutes, executive orders, rules and regulations.
13. Each offeror is required to submit four (4) signed copies of their proposal at the time and date specified. Failure to include any of the above information or a proposal received after the appointed time will result in the rejection of a proposal.

14. A request for interpretation as to the meaning of specifications shall be FAXED to Mr. Roy E. Rogers, Executive Director, Harrison Housing Authority, 788 Harrison Avenue, Building 1, Harrison, New Jersey, 07029 (973) 483-4277 no later than Thursday, April 6, 2017. Every addendum, if issued, will be sent as promptly as practicable to each person to whom the proposal and specifications have been issued. Any prospective respondent obtaining the RFP, shall be responsible for ensuring they are aware of any addendums to the RFP by verifying such with the Authority's administrative offices or Authority's website prior to submission. All such addendums shall become part of the proposal documents. Failure of any proposer to receive any such addendums or interpretations shall not relieve any proposer from an obligation under his proposal as submitted.
15. The Executive Director will review proposals and make recommendations to the Board of Commissioners. The Board reserves the right to award the contract to the responsible proposer whose qualifications, price and other factors considered, are the most advantageous to the HHA.
16. The Harrison Housing Authority reserves the right to waive any informality and to reject any and all proposals. No Proposal may be withdrawn after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.

PROPOSAL SUBMISSION:

Proposals should be delivered, on or before **12 noon EST, March 3, 2016** to:

Mr. Roy E. Rogers
Executive Director
Harrison Housing Authority
788 Harrison Avenue, Bldg. #1
Harrison, New Jersey 07029

Please mark the envelope: "RFP Legal Services" and include return address. Please note that faxed submissions will not be accepted.

QUALIFICATIONS AND EXPERIENCE REQUIREMENTS:

The descriptions of respondent's qualifications and experience shall evidence/demonstrate the respondent possesses the following:

1. A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures and Local Public Contract Guidelines and Regulations, and experience in implementing same.
2. Strong analytical, interpretive, and oral and written communication skills, particularly with regard to housing and urban development matters, and experience in applying same.
3. Skills, capabilities and work experience of a level that would assure completion of the above scope of work in a timely and satisfactory manner.
4. If required, necessary licenses, registrations and/or certifications.
5. Certification that the firm/individual is not debarred.
6. Only firms/individuals with a minimum of five (5) years of public housing legal experience, including landlord/tenant experience, will be considered.
7. Court experience representing Public Housing Authorities in non-payment of rent cases, One-Strike violation cases, lease violation cases, (including income reporting issues), orders to show cause, implementation of stipulations of settlement and Defiant Trespass cases.
8. Experience in public housing and not-for profit corporations.

EVALUATION CRITERIA

All proposals will be reviewed according to the "Competitive Proposal" process, as outlined in the HUD Procurement Handbook 7460.8 Rev. #2 and the HHA Procurement Policy (June 2010) "Evaluation Criteria for RFPs". Attached is the proposal rating system, which will be used to evaluate all proposals reviewed in response to this RFP.

COMPETITIVE PROPOSAL EVALUATION SYSTEM

PROFESSIONAL SERVICES

Type of Service: **GENERAL AND TENANCY COUNSEL LEGAL SERVICES**

Name/Address of Respondent: _____

All proposals will be evaluated by an Evaluation Committee in accordance with the following factors and requirements:

- A. **Evaluation Factor 1:** Experience with laws/regulations of State/Federal Public Housing Agencies
Proposal Requirement 1: Evidence of experience of the business aspects of a NJ Housing Authority

Factor 1: 25 Points

Guidelines for scoring of this evaluation factor are as follows:

- i. The Selection Committee members shall review the proposal to determine evidence of experience in the following areas:
 - a. New Jersey and Federal Public Contracts and Procurement Laws
 - b. New Jersey local government ethics laws
 - c. Right-to-know laws
 - d. NJ Local Housing Authorities Law
 - e. HUD's Procurement Regulations
 - f. Open Public Meeting Law and Regulations
 - g. Davis Bacon laws, rules and regulations

- B. **Evaluation Factor 2:** Experience in Landlord - Tenant matters

Proposal Requirement 2: Evidence of landlord-tenant experience in a Public Housing Authority setting

Factor 2: 25 Points

Guidelines for scoring of this evaluation factor are as follows:

- i. The Selection Committee members shall review the proposal to determine evidence of experience in the following areas:
 - a. Federal and State Housing Quality Standards
 - b. Landlord/tenants laws
 - c. One Strike and You're Out
 - d. New Jersey Anti Eviction Statute

C. Evaluation Factor 3: Experience in financial obligations of Housing Authorities.
 Proposal Requirement 3: Evidence of familiarity with Housing Authority affiliations.
Factor 3: 20 Points

Guidelines for scoring of this evaluation factor are as follows:

- i. The Selection Committee members shall review the proposal to determine evidence of experience in the following areas:
 - a. Non-Profits
 - b. Public Housing Authority Joint Insurance Fund (PHAJIF)
 - c. Inter-local Agreements
 - d. Redevelopment

D. Evaluation Factor 4: Housing Authority Experience.
 Proposal Requirement 4: Experience in representing local housing authorities, and under-standing of HUD funded programs and related federal programs.
Factor 4: 20 Points

Guidelines for scoring of this evaluation factor are as follows:

- i. The Selection Committee members shall review the proposal to determine evidence of experience in the following areas:
 - a. Successfully advising and representing local housing authorities
 - b. Knowledge and experience of HUD programs and related federal programs

E. Evaluation Factor 5: Price.
 Proposal Requirement 5: Submission of price(s) in Section II.
Factor 5: 10 Points

	<u>Points</u>
Factor 1	25
Factor 2	25
Factor 3	20
Factor 4	20
Factor 5	<u>10</u>
Total	100

Narrative Review of Proposal:

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

The contractor and the Housing Authority of the Town Harrison, (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. S121 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 Executive Director of the Harrison Housing Authority and 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.**

Harrison Housing Authority 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 bidder making this Proposal for
the bid entitled _____, and that I executed the said
(title of bid proposal)

proposal with 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 Harrison Housing Authority 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)

Harrison Housing Authority STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

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 Corporation 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: _____

Name: _____

Name: _____

Subscribed and sworn before me this ___ day of _____, 2016.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

**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 vendor.

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: _____

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded by any Federal department or agency;

(b) Have not within a three year period preceding the effective date of this contract been Convicted of or had a civil judgment rendered against me or _____
(Contractor's/Company Name)

for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or Local) with commission of any of the offenses Enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Applicant: _____ Date: _____

Printed Name/Title: _____

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated _____, for the term of July 1, 2017 through June 30, 2018 is made between the Client, HARRISON HOUSING AUTHORITY, whose mailing address is Harrison & Schuyler Avenues, Harrison, NJ, 07029, referred to as "You", and _____ whose address is _____, referred to as the "Law Firm".

1. Legal Services To Be Provided. You agree that the Law Firm will represent you in the following matter: General Counseling, including all legal matters concerning or relating to the Harrison Housing Authority. The legal work includes all necessary court appearances, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, analysis, strategizing, trial preparation and related work to properly represent you in legal matters.

2. Additional Legal Services. If you need any other services which may or may not be related to the above matters, you 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 your final bill will be. This will depend on the amount of time spent on your cases/matters and the amount of other expenses.

A. Hourly Rate. You agree to pay the Law Firm for legal services at the following rates:

<u>Rate Per Hour</u>	<u>Services of</u>
\$ _____	Esq.
\$ _____	Associates' time
\$ _____	Paralegal time

B. All Services Will Be Billed. You 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 Harrison Housing Authority's legal matters.

4. Costs and Expenses. In addition to the Legal Fees referenced above, you 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 calls, postage and other charges for transmission/delivery, and any other necessary expenses in the legal matters referenced above.

The Law Firm may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

5. **Bills.** The Law Firm will send you itemized bills on a monthly basis. The Law Firm may require that costs and expenses (see paragraph 5) be paid in advance. All other bills for costs and legal expenses are due upon receipt.

6. **Your Responsibility.** You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in the above matters. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm may ask the Court for permission to withdraw from representing you. The Law Firm will also withdraw at your request.

7. **No Guarantee.** The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. 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.** You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

By: _____
_____, Esq.

HARRISON HOUSING AUTHORITY

By: _____
Roy E. Rogers, Executive Director

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise mailed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor 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 HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title: