

**FLINT HOUSING COMMISSION
REQUEST FOR
QUALIFICATIONS**

**LEGAL ATTORNEY
FOR
CHOICE NEIGHBORHOODS/
DEVELOPER CONTRACT**

DATED: January 6, 2017
DUE: January 27, 2017

FLINT HOUSING COMMISSION
3820 RICHFIELD ROAD
FLINT, MI 48506
(810) 736-3050
(810) 736-0158 (FAX)

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Background Information:

The Flint Housing Commission (FHC) is a Public Housing Agency under the Department of Housing and Urban Development. The mission of the FHC is to provide decent, safe and sanitary housing for low to moderate income families.

A five- (5) person Board of Commissioners, authorized by State Law, is responsible for the development of housing policy and authorization of expenditures.

FHC owns eleven (11) developments, (one (1) of which is scattered homes) for a total of 1183 units. Listed below are the developments:

Richert Manor: An elderly high-rise with 132 one bedroom units.

Howard Estates: A family site with 96 units consisting of 2, 3 and 4 bedroom townhouses.

Atherton East: A family site with 192 units consisting of 2, 3 and 4 bedroom townhouses.

Garland/Chase Apartments: Consists of two walk-up buildings for elderly with one bedroom apartments.

River Park Apartments: A family site with 180 units consisting of 2, 3, and 4 bedroom townhouses.

Centerview Apartments: An elderly high-rise with 90 one bedroom units.

Forest Park Apartments: An elderly walk-up with 19 one bedroom units.

Scattered Sites: Consist of 68 units of 2, 3, 4 and 5 bedroom houses scattered throughout the City of Flint.

Mince Manor: An elderly high-rise with 110 one bedroom units.

Aldridge Place: A family site with 93 units consisting of 2, 3 and 4 bedroom townhouses.

Kenneth M. Simmons Square: An elderly high-rise with 159 one bedroom units.

SCOPE OF SERVICES

The Flint Housing Commission (FHC) hereby requests proposals from licensed, practicing attorneys to provide legal services for the FHC. This service shall be performed in accordance with the U.S. Department Housing and Urban Development (HUD) program requirements. Service shall include general legal services, including, but not limited to:

1. Review /prepare developer contracts.
2. Regulations pertaining to Federal, State and Local Low-Income and affordable housing development and finance programs; HUD Low-Rent housing program; Housing Choice Voucher Program (formerly known as Section 8); Federal, State, FHC procurement requirements; and residential property management, LIHTC (low income Housing Tax Credit, RAD (Rental Assistance Demonstration), and Choice Neighborhood grant funds.
3. Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, and the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA).
4. The FHC shall retain the right to have the successful proposer provide services in any matter that the FHC believes is in the best interest of the FHC to do so.
5. Advise and assist the FHC, as required, in the preparation of legal documents and where legal drafting may be necessary, as it pertains to development.
6. Conferring with and advising the Executive Director/Designee on legal matters when requested.
7. Awarded contract will be for one year with option to renew for two additional years in one-year increments.

PRICE PROPOSAL FORM

Quote the following rates as requested. Any other information you may wish to include can be done so at the bottom of the page or on a separate sheet if you wish.

<u>Service</u>	<u>Rate Per Hour</u>
Principal Attorney	_____ /hr _____, inclusive of all clerical work
Paralegal per Hour	_____ /hr _____, inclusive of all clerical work
Clerical per Hour	_____ /hr _____, inclusive of all clerical work

Other/Additional Reimbursable Expenses:

<u>Type</u>	<u>Rate Per Hour</u>
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____
_____	_____ /hr _____

Evaluating Proposals:**The Housing Authority will use the following procedure to evaluate proposals:**

An evaluation panel (committee) of three or more members will be established.

The evaluation panel will evaluate the qualification packets from all respondents. The three highest ranked firms will be contacted and interviews will be set up. This interview might be via Telephone. After interviewing, the committee will decide which firm would be the best for the Flint Housing Commission and that firm will be requested to submit a written final cost proposal. The Housing Commission will then negotiate with that firm to arrive at a fair and reasonable cost. In the event that an agreeable price cannot be obtained, the Housing Authority will begin negotiations with the next firm and so on until an agreement has been reached.

The following selection criteria will be used by the evaluation panel to score and rank the responding firms. The total number of points which can be given to a proposal is 100. The FHC reserves the right to reject all proposals and/or make no award as a result of the RFP. A contract (if awarded), shall be awarded in accordance with the terms and conditions of this RFP and the FHC reserves the right to waive any minor irregularities or technicalities in proposals received in the best interest of the FHC.

Ranking:

Proposal responses shall be submitted with one (1) original and three (3) copies and must address the following evaluation factors, listed by their importance which will be the basis of ranking the responding firms:

1. *Capability to provide professional services* in a timely manner and past performance in terms of cost control, quality of work, and compliance with performance schedules as demonstrated through the provision of a minimum of three (3) client references (name, contact person, address and telephone number, with a description of services provided) for similar Choice Neighborhood grant projects within the last three (3) years. (40 point maximum)
2. *Evidence of the Design Professional's ability to perform the work*, as demonstrated by profiles of the principal and key staff and their professional and technical competence along with years of experience on similar projects. (40 point maximum)
3. *Demonstrated knowledge* of all local and/or state codes, HUD/federal standards or other regulatory agency criteria having jurisdiction over the project. List projects where you had to work closely with the local or HUD agency. (20 point maximum)
4. *Evidence of licensing/registration* showing that the responding firm/professionals is/are currently licensed and registered to conduct business in the State of Michigan.

5. *Certified statement* that the Design Professional is not debarred suspended or otherwise prohibited from professional practice by any Federal, State or local agency.

Required Forms

Required forms are: Non-Collusive Affidavit, Section 3 Compliance Agreement, Resolution of Corporate Authority/Certificate of Partnership Authority/Sole Proprietor Authorization, proof of insurance, HUD Form 5369A and State of Michigan License.

Section 3 Compliance:

It is the policy of the Flint Housing Commission to fully implement the policies and programs associated with Section 3 of the HUD Act of 1968. It is the policy of the Flint Housing Commission, that 30% of all labor worked on their properties will be Section 3, for any and all contracts paid from HUD funds.

A COPY OF YOUR ERRORS AND OMISSIONS INSURANCE MUST BE ATTACHED –OR YOU WILL BE DISQUALIFIED

Proposal Submissions:

Proposals shall be submitted with one (1) original and three (3) copies in a sealed envelope to the following address:

Flint Housing Commission

Attn: Terrence Clark, Executive Director

3820 Richfield Road

Flint, MI 48506

“Legal Attorney for Choice Neighborhoods” must be on the front of the sealed envelope.

The original proposal must contain a manual signature of an authorized representative of the Firm. The proposal must be typed or printed in indelible ink. Use of erasable ink is not permitted. The authorized representative must initial all corrections made on the proposal sheets. The proposal must include all documents, materials and information required herein.

Proposals must be received by 3:00 p.m. on January 27, 2017. The proposals will not be opened publicly. It is the Firm’s responsibility to ensure that its proposal is delivered at the proper time and place. Proposals, which for any reason are not timely delivered, will not be considered and will be returned unopened. Offers by telegram, facsimile or telephone **will not** be accepted.

Proposals sent by overnight delivery service will be considered timely if date stamped at least one (1) day before the date set for receipt of proposals **and** is pursuant to the express policy of the overnight service to permit delivery by the date and time the proposal is due. The burden of proof to establish timely filing of a proposal by an overnight service shall be solely upon the firm or person submitting the proposal.

FHC staff designated to receive proposals will date, initial and time stamp all proposals received and determine when the specified time has arrived. No responsibility will attach to an officer, employee, or agent of FHC for not recognizing or receiving a proposal which is not properly marked, addressed or delivered to the right submission place by the submission method and/or by the submission date and time.

All costs incurred, directly or indirectly by the Firm responding to this RFP, shall be the sole responsibility of and shall be borne by the respondents.

After the award is made, a list of Firms submitting proposals will be posted for review by interested parties in the central office lobby of the Flint Housing Commission and will remain posted for a period of ten (10) days. The list will be furnished upon written request only and will not be provided by telephone. A self-addressed, stamped envelope must be included with the written request. Each unsuccessful firm will be notified in writing promptly after contract is awarded. The notice shall identify the successful Firm.

Questions:

Any questions regarding this RFP shall be directed in writing to the address noted in above section for receipt not later than five (5) days prior to the submission date and time, and containing name, address and phone numbers where firm or person can be reached with responses. No interpretations shall be considered binding unless provided in writing by the FHC.

Mistakes in Proposals:

If a mistake(s) in a proposal is suspected or alleged, the proposal may be corrected or withdrawn prior to the date that submissions are due. If best and final offers have been received, the Firm may be permitted to correct a mistake in its proposal and the intending correct offer may be considered base on the conditions following:

The mistake(s) and the intended correct offer are clearly evident on the face of the proposal and,

The Firm submits written evidence that clearly and convincingly demonstrates both the existing offer and such corrections would not be contrary to the fair and equal treatment of other Firms.

If a mistake(s) is discovered after contract is awarded, they shall not be corrected unless the FHC Legal Counsel makes a written determination that it would be disadvantageous to the FHC not to allow the mistake(s) to be corrected.

In submitting a proposal, the Firm and their consultants agree not to use the results as a part of any commercial advertising campaign.

Assignment or Transfer:

The successful Firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the FHC. Flint Housing Commission is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Firm obtaining the Flint Housing Commission's written consent.

Availability of Records:

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), FHC and any duly authorized representative of each, shall have full and free access to, and the right to audit and make excerpts and transcripts from, any and all pertinent books, records, documents, invoices, papers and the like, of the firm, or in the possession of the Firm, which shall relate to, or concern the performance of the contract.

Taxes:

The successful Firm is responsible for all City, State and Federal payroll and/or social security taxes. The Firm shall hold FHC harmless in every respect against tax liability.

Permits and Licenses:

The successful Firm shall obtain all permits and licenses that are required for performing its work. The Firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The Firm will hold FHC harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the Firm.

Insurance:

The selected Firm shall maintain at its expense during the term of the Contract, the following insurance and remain active throughout the contractual time frame of the contract:

- (1) Worker's Compensation Employer's Liability in the amount of \$100,000 each accident; \$100,000 each disease; and \$100,000 for each disease/each employee.
- (2) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) in an amount not less than \$1,000,000 per occurrence.
- (3) Professional Liability Insurance in the amount of \$1,000,000.
- (4) General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (5) Must have current Errors and Omissions Insurance.

The FHC shall be named as additional insured on all policies.

Waiver:

The selected Firm shall not hold the FHC liable for any personal injury incurred by its employee, agents or consultants, contractors or subcontractors while working on this project. The Firm agrees to hold the FHC harmless from any such claim by its employees, agents, consultants, contractors or sub-contractors, unless a Court having jurisdiction finds there is gross negligence of an employee of the FHC while acting within the scope of their employment.

Standards of Conduct:

The successful Firm shall be responsible for maintaining satisfactory standards of its employee's competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

Reimbursable:

Reimbursable funds will not be allowed. Please include all costs into your main cost.

Removal of Employees:

The FHC may request the successful Firm to immediately remove from assignment to the FHC and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of Duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- (3) Theft, vandalism, immoral conduct or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the FHC.

The successful Firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to the FHC prior to contract start. The Firm or his designated representative shall be readily available to meet with FHC personnel. The successful Firm shall provide the telephone numbers where its representative(s) can be reached.

The selected Firm shall be readily available to meet with representatives of the FHC weekly during the term of the contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

Disputes:

A. Issues Causing Protest: Any Firm who disputes the reasonableness, necessity, or competitiveness of the terms and conditions of this solicitation or who has been adversely

affected by a decision concerning a notice of intended or actual award, may file a written notice of protest with the contact person listed in the solicitation.

B. Filing the Protest: The Firm must first advise the Executive Director (or his designated representative) listed in the solicitation in writing within 48 hours after actual notice of award of his intent to file a formal written notice with the Executive Director listed in this solicitation. A formal written notice must be filed with Flint Housing Commission within three (3) working days.

C. Content of Formal Written Notice: The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:

(1) The name and address of the Firm filing the protest and an explanation of how his substantial interests have been affected by the proposal bid award or by the FHC's notice of actual award.

(2) A statement of how and when the Firm filing the protest received notice of the proposal bid award or notice of intended or actual award.

(3) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.

(4) A concise statement of the ultimate facts alleged, as well as the FHC's policies that entitle the Firm filing the protest to relief.

(5) A demand for relief that the Firm deems themselves entitled.

(6) Any other information which the Firm contends is material.

D. Response to Protest: Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The Executive Director, or Director's designee if it is deemed necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency without the above mentioned delay in order to avoid immediate or serious danger to health, safety or welfare. This written determination will specifically detail the facts underlying the Executive Director's, or Director's designee's decision and will constitute final agency action.

E. Informal Resolution: Upon receipt of the formal written notice of protest or intent to protest, a Review Team will attempt to resolve the protest on an informal basis. The Review Team will have seven (7) days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the Executive Director.

F. Resolution: The Executive Director, or Director's designee may request such information pertaining to the matter as he/she deems appropriate. With seven (7) days of the date that the formal written protest is referred to him/her, the Executive Director, or Director's designee will notify the Firm of his/her decision.

Payment:

Pursuant to the schedule of deliverables, the Flint Housing Commission shall make periodic payments for services and cost agreed upon.

Firm awarded a contract will provide a monthly invoice that contains a summary of activities with actual man-hours of work performed by title, including any reimbursable expenses. The invoice is to be sent to:

Flint Housing Commission
Attn: Terrence Clark, Executive Director
3820 Richfield Road
Flint, MI 48506

Notices:

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award, shall be addressed to the Firm at their legal business residence as given in the contract. Written notices to the FHC shall be addressed as provided in the contract.

Termination:

Irrespective of any default hereunder the FHC may also, at any time, at its discretion, terminate the contract in whole or in part. In the event of termination, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

Contract Documents:

Written contract documents may be prepared by the selected firm or the FHC.

Travel:

All travel and miscellaneous expenses will be borne by the Firm.

Contract Award:

The Contract for the Architectural-Engineering Services as requested in the RFP document is subject to the approval of the Flint Housing Commission's Board of Commissioners and/or the Department of Housing and Urban Development.

Nondiscrimination:

The Firm agrees that it will abide by City Ordinance and State Laws incorporated by reference herein (Attachment 2).

SECTION 3

It is the policy of the Flint Housing Commission to **require** it's Contractors to provide employment and other economic and business opportunities to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very-low income persons.

The Flint Housing Commission is requiring all Contractors and/or service providers who wish to retain contracts with them, to use thirty percent (30%) of their labor force, on all projects, for Section 3 employment and training. All Contractors submitting bids or proposals to the Flint Housing Commission are required to certify that they will comply with the requirements of the FHC Section 3 requirements.

Total labor hours will be listed on the Proposal Form. Failure to list target number shall be considered a valid reason for disqualification of proposal. Of these hours, **30%** must be employment by an approved Section 3 individual and/or business concern. Labor Standards Davis-Bacon and Related Acts 46.C.2 certified payroll using Form WH-347 shall be submitted to provide documentation of compliance to Section 3 contract compliance. Total Labor Hours listed on the Davis-Bacon payroll sheets, or other required payroll documents, will be used for final amount of hours worked on a project.

Section 3 Non-Compliance

If, in the execution of a contract, the Contractor or firm, or it's sub-contractors and/or their sub-contractors are found to be in non-compliance with their committed Section 3 participation, a financial penalty of the contract amount in U.S. Dollars that represents the value of the hours committed in the bid submission at the established Davis-Bacon wage rate for a laborer, including rate and fringes, plus an additional 15% for overhead and profit shall be accessed to the contract.

Section 3 Understanding and Acceptance Document

It is important to the Flint Housing Commission to hire Firms, Contractors and Subcontractors, who are in full partnership with them, to help attain their Section 3 goals and fulfill the “spirit” of Section 3 with their own initiatives.

By signing this Understanding and Acceptance Document, you are confirming you have read the Section 3 responsibilities as a Contractor with the Flint Housing Commission and are ready to assume this responsibility with all that it entails.

I, _____, as a legal representative of _____
_____; acknowledges and accepts the Flint Housing Commissions Section 3 policy with its provisions and intentions as explained in the Section 3 Documents in this proposal package.

Signature: _____ **Date:** _____

Attachment 2 - Non-Discrimination

Non-Discrimination.

In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

In addition, the Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract. In addition, the Contractor shall take affirmative action to ensure that applicants are

employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. To the extent this contract involves construction and/or the oversight and administration of construction contracts, Contractor shall take all steps reasonably necessary to ensure that construction contractors comply with the City of Flint regulations.