**REQUEST FOR PROPOSALS (RFP)**

**No. P24002**

**Legal Services**





**RFP Document**

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INTRODUCTION

The **Portland Housing Authority**, (hereinafter, “the Agency” with includes all entities) is a public entity that was formed in 1943 to provide federally subsidized housing and housing assistance to low-income families, within Portland, ME. The Agency is headed by an Executive Director (ED) and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Portland, it is a separate entity from the City.

Currently, the Agency owns and/or manages: (a) 12 public housing developments totaling 994 housing units; 45 units of Low-Income Housing Tax Credit; over 300 Project Based Voucher (PBV) units, 10 units Market Rate; 169 housing units HUD Multi-family housing; (b) 1,806 Annual Contributions Contract for HUD Tenant-Based Housing Choice Vouchers. The Agency currently has approximately 82 employees.

Established in 1983, Portland Housing Development Corporation (PHDC) is a Maine 501(c)(4) nonprofit corporation and instrumentality of the Portland Housing Authority (PHA). PHA and PHDC have interlocking Boards and share the mission of providing and expanding affordable housing and services that improve quality of life, build community, enhance safety and promotes personal success for the people they serve and the neighborhoods in which they reside. Critical goals of PHDC and PHA are to create additional permanently affordable housing, for individuals and families in need, and ensure PHA’s inventory remains viable for the long term. PHDC’s efforts, in concert with public and private partnerships, encourage community revitalization, create essential affordable housing opportunities, and contribute to a better built environment for future generations.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed, and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

[Table No. 2]

|  |  |
| --- | --- |
| AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Kaufman.) | Heather Kaufman, Procurement CoordinatorTelephone: (207)221-8087E-mail: hkaufman@porthouse.org TDD/TTY: (800)877-8339 |
| HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE | 1. Access ha.economicengine.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, we recommend that you call Customer Support at (866)526-9266. |
| PRE-PROPOSAL CONFERENCE | None Scheduled |
| QUESTION SUBMITTAL DEADLINE | Monday, April 22, 2024, 3:00 PM EST |
| HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A QUOTE SUBMITTAL | 1. As directed within Section 3.2.1 of the RFP document, enter proposed pricing where provided within the eProcurement Marketplace web site. 2. As instructed within Section 3.0 of the RFP document, submit 3 copies of your “hard copy” quote to the Agency Administrative Office. |
| PROPOSAL SUBMITAL RETURN & DEADLINE | Wednesday, May 1, 2024, 3:00 PM EST  970 Baxter Boulevard, Suite 301 Portland, ME 04103 (The proposed costs must be entered within the eProcurement Marketplace and the proposal documentation must be uploaded as a PDF by no later than 3:00 PM EST on the scheduled deadline). |
|  | |

1. **THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:

**1.1** **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.

**1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.

**1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

* 1. **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

**1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).

**1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.

* 1. **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
  2. **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
  3. **Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter also “the Marketplace”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time-frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.
  4. **Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the RFP documents (and any other information pertaining to this RFP such as addenda). Accordingly, by submitting a response to this RFP the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as an association or a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified, licensed and insured entities to provide the following detailed services listed herein:

**2.1 Special Award Conditions pertaining to this RFP.** The Agency reserves the right to, at any time during the ensuing contract period(s), complete award to different firms for the different services we require, especially for our local legal issues and then our HUD-related issues. Please see the following Sections 2.8 and 3.3.1 herein for more information as to how such potential multiple awards will be accomplished.

**2.2 General Requirements.** The Agency is seeking proposals from qualified, licensed, and insured entities to provide a wide range of legal services. These services are a necessary supplement to the daily operation of the Agency. As further detailed within the following Section 2.3 herein, the successful proposer(s) shall be the legal advisor to the Agency Board of Commissioners (BOC) and to the Agency Executive Director (ED) as well as the Board of Directors of affiliated entities including, but not limited to, Portland Housing Development Corporation (PHDC), Portland Housing Services Corporation (PHSC) and State Street Housing Preservation Corporation (SSHPC) and services may include, but are not limited to, the following:

**2.2.1** Review of BOC meeting agendas; compliance with the State of Maine Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), Agency policies and procedures and By-laws and actions that will put the Agency at risk for liability exposure.

**2.2.2** Regulations pertaining to Federal, State, and local government, including housing, real estate, procurement, and contractual issues; Federal and State Landlord Tenant Law, including forcible entry and detainer actions.

**2.2.3** Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA), and Fair Housing Act.

**2.2.4** Employment issues, including personnel rules; discrimination and wrongful termination claims; worker's compensation and compliance with OSHA requirements.

**2.2.5** The Agency shall retain the right to have the successful proposer provide services in any matter that the Agency believes the legal firm is qualified to provide and if, in the opinion of the ED, it is in the best interests of the Agency to do so.

**2.2.6** The successful proposer will only be providing work pertaining to legal issues commonly addressed by a legal counsel and the successful proposer will not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.

**2.2.7 Potential Service Areas.** As may be further detailed herein, the Agency may, on an as-needed basis, require the successful proposer to provide services pertaining to Agency-related matters within the following areas, each pertaining to applicable Federal, State and local regulations, statutes, laws and codes:

**2.2.7.1** Human Resources and Labor Law;

**2.2.7.2** Accounting, Finance and related audits;

**2.2.7.3** Operations, including Tenant/Landlord Law;

**2.2.7.4** Maintenance;

**2.2.7.5** Real Estate Development and Modernization;

**2.2.7.6** Information Technology;

**2.2.7.7** Housing Programs;

**2.2.7.8** Section 8;

**2.2.7.9** U.S. Department of Housing and Urban Development (HUD);

**2.2.7.10** Real Estate Finance and Tax Credit;

**2.2.7.11** Land Use Law;

**2.2.7.12** Civil Rights (Maine Human Rights Commission)

**2.2.7.13** Tenant-related issues, including non-payment and evictions;

**2.2.7.14** Worker’s Compensation claims;

**2.2.7.15** Procurement law (State; Federal; HUD);

* 1. **Potential Tasks.** (the immediate following information applies hereto, as directed by the Agency; including, but not limited to):

**2.3.1** Conferring with and advising the officers, employees, and members of the Board of Commissioners of the Agency and its affiliated entities on legal matters and issues when requested.

* + 1. Drafting and/or review of legal documents, papers, contracts, agreements, certifications, resolutions, specifications, bonds, waivers, and such other legal drafting as may be required.
    2. Advising and consulting with the Agency on all matters of a legal nature.
    3. Appearance for and representation of the Agency, in court, in all litigated matters except as herein otherwise provided.
    4. Performance of services necessary in the prosecution of contested eviction actions.
    5. Guidance to the Agency and staff, as well as representation regarding personnel actions, policies, and procedures, including but not limited to employment compensation hearings, worker compensation claims, employment discrimination claims and equal employment hearings.
    6. Guidance to the Agency and staff regarding real estate procedures, as well as the completion of real estate transactions.
    7. Guidance to the Agency and staff regarding disposition of public housing under the RAD and/or Section 18 programs.
    8. Review of employee benefits contracts, including but not limited to, pension plan documents, group annuity contracts, group medical insurance contracts, life insurance contracts, and disability contracts.
    9. Defense of the Agency during litigation arising out of the course of operations of the Agency.
    10. Consultation with other attorneys representing the Agency in litigation in which the Agency’s liability insurance carrier has retained counsel to represent the Agency and, if needed, appearance in said litigation on behalf of the Agency.
    11. Review of Federal guidelines and regulations and advise Agency and staff to the consequence as necessary.
    12. Review all potential terminations and make recommendations as to appropriate actions, as well as draft notices of termination.
    13. Representation of the Agency on appeals of lower court decisions to the Federal or State Appellate Courts.
    14. Review of requirements, obligations, and procedures for complete and efficient processing of bankruptcy notices related to (a) Employee matters (payroll); and (b) Current or previous public housing residents and/or Section 8 assisted residents.
    15. Approval of the legality of contracts and all payments thereunder.
    16. Handling of all legal questions and matters arising under contracts of the Agency and rendering legal opinions on matters submitted by the Agency.
    17. Review and approval of documents pertaining to temporary and permanent financing relating to all developments in the Agency inventory.
    18. Instituting and bringing to conclusion in court of original jurisdiction, actions for the recovery of possession of dwelling units or for the collection of rent.
    19. Reviewing, advising, and representing the Agency in connection with disputes arising out of the bid process.
    20. Reviewing, advising, and representing the Agency with regard to disputes arising out of contracts between the Agency and its vendors.
    21. Advising and representing the Agency with regard to issues and claims arising out of construction contracts.
    22. Advising and representing the Agency with regard to issues involving the Labor Law.
    23. All legal work necessary in connection with the preparation and adoption of the initial management program for each project, including the completion of all resolutions and forms necessary for a complete management program.
    24. Preparation, modification and approval of the Agency’s dwelling lease(s).
    25. Advice and assistance to the Agency in connection with the tenant grievance hearings, including appearances at hearings if requested.
    26. The preparation of all documents relating to the issuance of obligations of the Agency as assistance rendered to special Bond Counsel in the issuance of definite bonds of the Agency and its programs.
    27. All legal work in connection with acquisition and/or disposition of real property, including the examination of abstracts of title and the furnishing of a consolidated opinion of title in accordance with local regulations.
    28. Advise and assist the Agency in any new programs such as but not limited to establishment of not-for-profit subsidiaries.
    29. Advise and assist the Agency on matters subject to the US Federal Fair Housing Act of 1968. (Equal Housing Opportunity).
    30. Other legal services as may be requested by the Agency Board of Commissioners and/or Executive Director.

**2.4 Minimum Qualifications.** The description of proposer’s qualifications and experience submitted under Tab No. 4 and Tab No. 5 of the proposal submittal (as detailed within the following Section 3.1, Table No. 3 herein) shall evidence/demonstrate that proposer possesses the following:

**2.4.1** A broad and practical knowledge of HUD rules, regulations, requirements, law, and related procedures; knowledge of various HUD housing programs with particular emphasis on the Public Housing Program and the Housing Choice Voucher (Section 8) Housing Programs; and experience in implementing same.

**2.4.2** A broad and detailed knowledge of MaineHousing rules, regulations, programs and requirements; knowledge of the Low-Income Housing Tax Credit program, Maine State Affordable Tax Credit program and State and Federal Historic Tax Credit program, Federal Home Loan Bank financing programs, City of Portland financing programs.

**2.4.3**. Knowledge and work experience with Administrative regulations and the law in matters relating to, but not limited to the following areas: Davis-Bacon Act, Lease and Grievance procedures, Affirmative Action regulations, Maine Statutes, Family Self-Sufficiency Program, HUD Disposition, Demolition and Development programs and laws and regulations relating to non-discrimination based on handicap in federally-assisted programs with emphasis on Section 504 of the Rehabilitation Act of 1973 and the Architectural Barriers Act of 1968.

**2.4.4** Strong analytical and interpretive skills, as well as verbal and written communication expertise, particularly with regard to HUD matters; and experience in applying same.

**2.4.5** Ability to provide legal services involving housing development and management; financing involving advance, permanent and temporary notes; litigation, real property laws and codes; human services arbitrations, federal subsidy programs and Community Land Trusts.

**2.4.6** Skills, capabilities, capacity, and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.

**2.5 Preceding Listed Services Not All-inclusive.** Please note that the information listed herein is not intended to be an all-inclusive listing of all the legal issues that the Agency may retain the successful proposer to provide but is intended to be a representative listing of issues that the Agency may require such services for.

* 1. **Additional Potential Service Areas.** It is anticipated that the Contractor will be a direct advisor to the Agency and its development team throughout any assigned process. The work of the Contractor will include but is not necessarily limited to the following, as assigned by the Agency:
     1. Author, review and/or provide comments on revitalization, development and implementation strategies using LIHTC, private debt, HUD Capital Funds, and other funds with regard to legal ramifications and limitations.
     2. Participate in redevelopment team meetings, Board of Commissioner meetings, and other community meetings.
     3. Coordinate with Agency to ensure the most efficient use of counsel.
     4. Provide Agency with realistic legal, co-development and/or ownership recommendations to achieve its development goals.
     5. Assess current entities to ensure compliance, current use, and future needs of the Agency.
     6. Evaluate the development’s ownership structure.
     7. Provide detailed analysis of specific legal and tax issues as well as creation of any ownership entities conducive to the Agency’s desire to be either co-developer or special limited partner in the development on Agency-owned land; specific legal issues related to the Agency providing operating subsidy.
     8. Review and make recommendations regarding development proposals.
     9. Author associated evidentiary documents including, but not limited to ground lease, regulatory and operating agreements, declaration of restrictive covenants, management agreements, partnership agreements, service agreements, loan documents and other miscellaneous documents as may be necessary.
     10. Coordinate the submittal and efforts to gain HUD’s approval of evidentiary(ies).
     11. Coordinate financial closings.
     12. Other legal work as may be ordered.
  2. **Potential Additional Legal Counsel.** If the successful proposer does not have in-house qualified person to provide any services required by the Agency, the successful proposer may retain another counsel who has such qualified person. Such retention must have the prior written approval of the Agency. Any billing/payment for such additional counsel will be at the same hourly rate listed within the contract (meaning, the successful proposer may not add-on an additional amount to the contracted hourly fee for retaining and overseeing such additional counsel). As the Agency will contract with the successful proposer only, all ensuing payments for any contracted matter will be made by the Agency to the successful proposer only, as the successful proposer will be considered to be the “Prime Contractor.”

* 1. **Potential Multiple Awards.** The Agency reserves the right to award one or more contracts for the work proposed under this RFP, and, at any time during the ensuing contract period(s), make an additional award to another firm that has responded to this RFP with a proposal submittal.
  2. **Potential Additional Competitive Solicitations.** The Agency reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the ED, it is in the best interests of the Agency to do so. Accordingly, the legal counsel retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.
  3. **Previous/Current Contractor(s).** The Agency’s current contractor for many of these services is Drummond Woodsum, Attorneys at Law, of Portland, ME.

**3.0 PROPOSAL FORMAT.**

* 1. **Proposal Submittal.** The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered dividers and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum. The Agency is no longer accepting “hardcopy proposals”. Proposals need to be attached as a digital document within the eProcurement site [ha.internationaleprocurement.com](file:///\\dc01\hkaufman\Procurement\(P23001)%20Legal%20Services%20for%20Evictions\RFP%20-%20Evictions\ha.internationaleprocurement.com). **If you need any technical assistance with the eProcurement site, please call Customer Service 866-526-0160**.

**[Table No. 3]**

|  |  |  |
| --- | --- | --- |
| **RFP Section** | **Tab No.** | **Description** |
| **3.1.1** | **1** | **Form of Proposal.** This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal. |
| **3.1.2** | **2** | **Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*.** This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this section as a part of the proposal submittal. |
| **3.1.3** | **3** | **Profile of Firm Form.** The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed and submitted under this section as a part of the proposal submittal. |
| **3.1.4** | **4** | **Proposed Services.** The proposer shall place under this section documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to: |
| **3.1.4.1** |  | As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s **DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENT**. |
| **3.1.4.2** |  | As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s **DEMONSTRATED RELEVANT EXPERIENCE** in performing similar work and **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or the information submitted within the proposal. NOTE: The Agency will place particular emphasis on the proposer’s above described EXPERIENCE and PAST PERFORMANCE with related-work with public housing agencies. |
| **3.1.4.3** |  | If appropriate, how staff are retained, screened, trained, and monitored. |
| **3.1.4.4** |  | The proposed quality control program. |
| **3.1.4.5** |  | **Please provide a 5-year fee increase schedule.** |
| **3.1.4.6** |  | A complete description of the products and services the firm may provide. |
| **3.1.5** | **5** | **Managerial Capacity/Financial Viability/Staffing Plan.** The proposer entity must submit under this section a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the proposer’s qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart). |
| **3.1.6** | **6** | **Client Information.** The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: |
| **3.1.6.1** |  | The client’s name; |
| **3.1.6.2** | The client’s contact name; |
| **3.1.6.3** | The client’s telephone number and e-mail address; |
| **3.1.6.4** | A brief narrative description and scope of the service(s) and the dates the services were/are provided. |
| **3.1.7** | **7** | **Equal Employment Opportunity/Supplier Diversity.** The proposer must submit under this section copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses). |
| **3.1.8** | **8** | **Subcontractor/Joint Venture Information (Optional Item).** The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding sections must also be included for any major subcontractors (10% or more) or from any joint venture. |
| **3.1.9** | **9** | **Other Information (Optional Item).** The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation. |
| **3.1.11** | **Optional Tabs.** If no information is to be placed under any of the above noted sections please place there under a statement such as “THIS SECTION LEFT INTENTIONALLY BLANK.” Please do not eliminate any of the Sections. | |
|  | | |

* 1. **Entry of Proposed Fees**.
     1. The proposed fees (Pricing Items) shall be submitted by the proposer and received by the Agency where provided within the noted eProcurement Marketplace Internet System (the eProcurement Marketplace) only. Do not submit, enter, or refer to any fees or costs within the proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration.
     2. **Pricing Items.** Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

**[Table No. 4]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **RFP**  **Section** | **Pricing Item No.** | **Qty** | **U/M** | **Description** |
| **3.2.2.1** | **Lot #1: Business and Municipal Law Counsel (Board Representation)** | | | |
| **3.2.2.1.1** | **1** | **100** | **Hours** | **Partner (Per Hour), including clerical** |
| **3.2.2.1.2** | **2** | **75** | **Hours** | **Associate (Per Hour), including clerical** |
| **3.2.2.1.3** | **3** | **30** | **Hours** | **Paralegal (Per Hour), including clerical** |
| **3.2.2.2** | **Lot #2: Affordable Housing & Development Counsel** | | | |
| **3.2.2.2.1** | **4** | **200** | **Hours** | **Partner (Per Hour), including clerical** |
| **3.2.2.2.2** | **5** | **150** | **Hours** | **Associate (Per Hour), including clerical** |
| **3.2.2.2.3** | **6** | **150** | **Hours** | **Paralegal (Per Hour), including clerical** |
| **3.2.2.3** | **Lot #3: Employment & Labor Counsel** | | | |
| **3.2.2.3.1** | **7** | **100** | **Hours** | **Partner (Per Hour), including clerical** |
| **3.2.2.3.2** | **8** | **50** | **Hours** | **Associate (Per Hour), including clerical** |
| **3.2.2.3.3** | **9** | **25** | **Hours** | **Paralegal (Per Hour), including clerical** |
|  | | | | |

**3.3 Additional Information pertaining to the preceding listed Pricing Items.**

* + 1. **Quantities.** All quantities entered by the Agency herein (especially within the immediate preceding Table No. 4) and within the corresponding Pricing Items within the eProcurement Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires. Please note the immediate following exception to the aforementioned “Requirements Contract” language.

**3.3.1.1 Exception to 3.3.1.** The Agency anticipates that is will award to more than one firm, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

* + - * 1. **3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required annual minimum and maximum contract levels are: (a) GCMA: $1,000; (b) NMCA: $100,000 (each shall be annual amounts).

**3.3.2.1 Realistic Cost Submitted for each Pricing Item.** Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters $1.00 per hour for any hourly fee Pricing Item (proposers typically do so in an effort to improve their position in regard to Evaluation Factor No. 1, as detailed within the following Table No. 6 herein), then the $1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for each Pricing Item. If, despite this warning, the successful proposer proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g. $5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill his/her obligation in this matter.

* + - 1. **No Post-submittal Deadline Corrections Allowed.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for the Pricing Items identified within the preceding Table No. 4 herein.
      2. **Pricing Items No. 1-9, Partner, Associate, and Paralegal.** Each proposer must submit a reasonable cost for each service level. For any proposer that does not currently have an Associate or Paralegal in their firm, such proposer still must enter a reasonable cost for those services (it would even be acceptable to enter where provided within the eProcurement Marketplace the same cost for each level of service—however, such is the proposer’s choice).

* + - 1. **Review the Entry of Proposed Fees.** After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The Agency strongly recommends that each proposer, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly (the Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to assign the points pertaining to Evaluation Factor No. 1 detailed within the following Table No. 6 herein.
      2. **Entry of Fees/Lots.** A proposer may propose services as follows:
         1. A proposer may propose costs (and services) for:

Just Lot #1 (as detailed within the preceding Table No. 4 herein); or

Just Lot #2 (as detailed within the preceding Table No. 4 herein); or

Just Lot #3 (as detailed within the preceding Table No. 4 herein); or

A proposer may propose costs (and services)for any combination of the noted Lots, including all lots.

**3.3.2.5.2** If a proposer wishes to propose a cost for any Pricing Item within any Lot, he/she must propose a cost (and therefore services) for all Pricing Items within such Lot; meaning, a proposer shall not be allowed to “pick and choose” which Pricing Items (or services) listed within each Lot that the proposer may wish to respond to.

**3.3.2.5.2.1** If a proposer does not want to submit any pricing within a Lot (and therefore does not want to propose any services for such Lot), then all the proposer needs to do is ignore that Lot (meaning, not submit any proposed pricing at all). If a proposer enters an unrealistic price such as “.01” for Pricing Items within a Lot, then the Agency will most likely revert to the procedure detailed within the preceding Section 3.3.2.1 herein.

**3.3.2.5.3** After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items in each Lot, the eProcurement Marketplace will automatically multiply the proposed unit costs by the listed quantities.

* + - 1. **Determination of the Lowest Calculated Cost.** After a proposer has entered where provided within the Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the line items shall be the Total Calculated Cost that the Agency will utilize to determine the points assigned for cost as identified for Evaluation Factor No. 1 within the following Table No. 6 herein.
      2. **Reimbursable Expenses (especially pertaining to Pricing Items No. 1-9).** Reimbursable expenses generally are not allowed under the ensuing contract except as listed immediately following:

**3.3.2.7.1 Pre-approval by the Agency.** All reimbursable expenses as detailed herein must have the prior written approval of the Agency.

**3.3.2.7.2 Travel.** Pertaining to services provided for all counsel, the Agency will not typically be paying any travel costs for the provision of these services (it is the Agency’s impression that there are a number of firms located near that Agency that will not require the Agency to reimburse the successful proposer for travel costs.

**3.3.2.7.2.1** It is possible that the Agency may require the successful proposer to travel outside of or to the Portland area to perform services. In such case, the Agency will reimburse the successful proposer for reasonable Agency pre-approved travel costs (“reasonable,” meaning in accordance with the Agency’s typical Travel Policy allowances).

**3.3.2.7.2.2** If the reimbursement is for travel by vehicle within the region, the reimbursement will be a mileage fee not-to-exceed the current set IRS mileage rate. In any case, for any pre-approved travel, the Agency will not be paying a successful proposer for

**3.3.2.7.3 Government-set Fees.** Samples of expenses that the Agency anticipates that it may pre-approve include but are not limited to: filing fee; service fees; recording fees; court reporter’s fee for depositions; etc.; such required fees set by a governmental agency will be reimbursed at cost, meaning, no adding on for profit, overhead, or “windshield time” to pay the fees.

**3.3.2.7.4 Mileage.** The Agency may, under some circumstances, decide to reimburse a successful proposer for mileage, typically locally or regionally. Such reimbursement will not exceed the then current IRS rate for such. The Agency will not pay for “windshield time.”

shall be annual amounts).

**3.3.3 Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful proposer guarantees, by submitting a proposal, that he/she will hold all proposed costs for a period of 1 year (**Section 3.1.4.5 - proposers requested to submit a 5-year payment schedule in proposal**). For the 4th-year (and possibly the 5th-year) contract period, if the successful proposer chooses to not hold or guarantee the originally proposed costs, the Agency will not force the successful proposer to renew the contract at the original pricing but will conduct a new competitive solicitation process, which the successful proposer may respond to (unless otherwise barred by the Agency for default or poor performance or other similar cause); and the successful proposer may reject such extension by delivery to the Agency of a written notice delivered to the CO at least 120 days prior to the end of the contract period.

**3.3.4. Prior Agency Approval Required.** Please note that the successful proposer shall NOT conduct any additional work without the prior written authorization of the Agency representative (via delivery of a Task Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.

* + 1. **No Deposit/No Retainer.** The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual hours worked only. Pertaining to Pricing Items No. 1-6, the Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the “10-minute” or “15-minute” standard.
    2. **Prior Agency Approval Required.** Please note that the successful proposer shall NOT conduct any work without the prior written authorization of the Agency representative (which will occur, at the Agency’s discretion, via delivery of a Task Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.

##### 3.4 Proposal Submission. Pricing must be entered where provided within the eProcurement Marketplace and all proposals must be submitted and received as a PDF attachment on the eProcurement Marketplace by no later than the submittal deadline stated herein (or within any ensuing addendum). PLEASE NOTE: The Agency we only accept proposals uploaded onto the eProcurement site. We are no longer requesting or accepting “hardcopy” proposals.

* + 1. **Submission Conditions.**  Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

##### 3.4.3 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

**3.5 Proposer’s Responsibilities — Contact with the Agency.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

**3.5.1 Addenda.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—”substantive” meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

**3.6 Proposer’s Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1** Within **2 CFR §200.321** it states:

**3.6.1.1** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

**3.6.1.2 (a)** The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**3.6.1.3 (2)** Affirmative steps must include:

**3.6.1.3.1 (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

**3.6.1.3.2 (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

**3.6.1.3.3 (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

**3.6.1.3.4 (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

**3.6.1.3.5 (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

**3.6.1.3.6 (6)** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**3.6.2** Within **HUD Procurement Handbook 7460.8 REV 2** it states:

**3.6.2.1** Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.

**3.6.2.2** Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**3.6.3** Within our **Agency Procurement Policy** it states that our Agency will:

**3.6.3.1 Assistance to Small and Other Business, Required Efforts:**

**3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

**3.6.3.1.2** Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

**3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

**3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

**3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

**3.6.3.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and

**3.6.3.1.7** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.6.4 Requirements.** Accordingly, please see Section 3.1.7 within Table No. 4 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

**3.7 Pre-proposal Conference.** There is not a pre-proposal conference scheduled as a part of this RFP.

**3.8 Recap of Attachments.** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

**[Table No. 5]**

|  |  |  |  |
| --- | --- | --- | --- |
| **RFP Section** | **Document No.** | **Attachment** | **Description** |
| **3.8.1** | **1.0** |  | This RFP Document |
| **3.8.2** | **2.0** | **A** | Form of Proposal |
| **3.8.3** | **3.0** | **B** | Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract* |
| **3.8.4** | **4.0** | **C** | Profile of Firm Form |
| **3.8.5** | **5.0** | **D** | Section 3 Explanation |
| **3.8.6** | **6.0** | **E** | Form HUD-5369-B (8/93), *Instructions to Offerors, Non-Construction* |
| **3.8.7** | **7.0** | **F** | *Supplemental Instructions To Proposers & Contractors (SIPC)* |
| **3.8.8** | **8.0** | **G** | Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so) |
| **3.8.8.1** | **8.1** | **G-1** | Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)* |
| **3.8.8.2** | **8.2** | **G-2** | Sample Contract Appendix No. 3: form HUD 50071 (01/14), *Certification of Payments to Influence Federal Transactions* (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed $100,000.) |
| **3.8.8.3** | **8.3** | **G-3** | Sample Contract Appendix No. 4: Standard Form LLL (Rev. 01/14), *Disclosure of Lobbying Activities* (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.) |
| **3.8.9** | **9.0** | **H** | *Agency Profile of Properties* |
|  | | | |

* 1. **PROPOSAL EVALUATION.**
  2. **Evaluation Factors.**  The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 6]

|  |  |  |  |
| --- | --- | --- | --- |
| **(1)**  **No.** | **(2)**  **Max Point Value\*** | **(3)**  **Factor Type** | **(4)**  **Factor Description** |
| **1** | **30 points** | **Objective** | The **PROPOSED COSTS** submitted by the proposer. |
| **2** | **20 points** | **Subjective**  **(Technical)** | The proposer’s **DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENT**. |
| **3** | **50 points** | **Subjective**  **(Technical)** | The proposer’s **DEMONSTRATED RELEVANT EXPERIENCE** in performing similar work and the **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or the information submitted within the proposal. |
|  | **100 points** |  | **Total Points** |
| **\*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.** | | | |
|  | | | |

* 1. **Evaluation Method.**
     1. **Initial Evaluation for Responsiveness.**  Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

* + 1. **Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
       1. Instructions to Evaluators;
       2. Proposal Tabulation Form;
       3. Written Narrative Form for each proposer;
       4. Recap of each proposer’s responsiveness;
       5. Copy of all pertinent RFP documents.

* + 1. **Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she shall not make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.
    2. **Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, and 3 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
       1. **Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

**[Table No. 7]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Points Awarded Range** | | | | | |
| **Classification\*** | **Rating** | **%** | **10** | **30** | **100\*\*** |
| **Acceptable** | **Excellent** | **95%/+** | **10** | **29-30** | **95-100** |
| **Acceptable** | **Very Good** | **90%/+** | **9** | **27-28** | **90-94** |
| **Potentially Acceptable** | **Good** | **80%/+** | **8** | **24-26** | **80-89** |
| **Potentially Acceptable** | **Average** | **70%/+** | **7** | **21-23** | **70-79** |
| **Unacceptable** | **Poor** | **<70%** | **0-6** | **0-20** | **0-69** |
| **\*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.**  **\*\*Total available points to be awarded, including cost points, minus preference points.** | | | | | |
|  | | | | | |

* + 1. **Potential "Competitive Range" or “Best and Finals” Negotiations.** The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
    2. **Determination of Top-ranked Proposer.**  Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.
       1. **Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 100 total possible points detailed within Section 4.1 herein).
       2. **Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
    3. **Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
       1. Which proposer received the award;
       2. Where each proposer placed in the process as a result of the evaluation of the proposals received;
       3. The cost or financial offers received from each proposer;
       4. Each proposer’s right to a debriefing and to protest.
    4. **Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

**5.0 CONTRACT AWARD.**

**5.1** **Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

**5.1.1** By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the Marketplace” including the contract clauses already attached as Attachments G and G-1 through G-3, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

* 1. **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:
     1. **Contract Form.** The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-3 each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

**5.2.1.1 Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

**5.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

* + 1. **Unauthorized Sub-contracting Prohibited.**  The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
  1. **Contract Period.** The Agency anticipates that it will initially award a contract for the period of 3 years with the option, at the Agency’s discretion, of 2 additional one-year option periods (for the Annual Updates), for a total maximum contract period of 5 years.
  2. **Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide (NOTE: The Agency reserves the right to increase the following limits based on the requirements of specific funding sources, or the based on the size of the contract executed with the chosen firm, or based on the size of the ensuing construction contract):
     1. **Workers Compensation Insurance.** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
     2. **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $50,000;
     3. **Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of $50,000;
     4. **Automobile Insurance.** An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $100,000/$300,000 and medical pay of $5,000.
     5. **City/County/State Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Portland, the County of Cumberland, and/or the State of Maine.
     6. **Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
  3. **Right to Negotiate Final Fees.**  The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer.
  4. **Contract Service Standards.**  All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.
  5. **Prompt Return of Contract Documents.**  Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

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