

# REQUEST FOR PROPOSALS (RFP) No. P17010

## Legal Services for Litigation of Eviction Court Cases



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# Request for Proposals (RFP) No. P17010, Legal Services for Litigation of Eviction Court Cases

## INTRODUCTION

The Minneapolis Public Housing Authority (MPHA) is a public entity that was formed in 1991 to provide federally subsidized housing and housing assistance to low-income families in the City of Minneapolis, MN. The MPHA is headed by an Executive Director and is governed by a nine-person board of commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations (CFR) and the MPHA's Procurement Policy.

Currently, the MPHA owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 scattered site units throughout the City of Minneapolis; (c) 184 townhome units in the Glendale family development; and (d) administers over 5,000 Section 8 Housing Choice Vouchers. The MPHA currently employs approximately 280 employees.

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

## RFP INFORMATION AT A GLANCE

[Table No. 2]

CONTACT PERSON (NOTE: Unless otherwise specified, any reference to "Buyer" shall be a reference to Ms. LeRoy.)	Ayla LeRoy, Buyer Telephone (612) 342-1478 E-mail: aleroy@mplspha.org TDD/TTY: (800) 627-3529
HOW TO OBTAIN THE RFP DOCUMENTS	1. Access <a href="http://ha.economicengine.com">ha.economicengine.com</a> (no "www"); 2. Click on the "Login" button on the upper left side; 3. Follow the listed directions.  If you have any problems in accessing or registering on the eProcurement Marketplace, call customer support at (866) 526-0160.
PRE-PROPOSAL CONFERENCE	None scheduled
DEADLINE TO SUBMIT QUESTIONS	<b>Wednesday, June 28, 2017 at 3:00 PM</b>
HOW TO FULLY RESPOND TO THIS RFP	1. As instructed in Section 3.2, enter proposed fees in the eProcurement Marketplace. 2. As instructed in Section 3.0, submit your 4 hard-copy proposals to the MPHA Procurement Office.
PROPOSAL SUBMITAL DEADLINE & RETURN	<b>*Monday, July 10, 2017 at 3:00 PM</b> 1001 Washington Avenue North, Minneapolis, MN 55401 (*Proposed fees must be entered in the eProcurement Marketplace and the sealed hard-copy proposals must be received in-hand and time-stamped by the MPHA no later than 3:00 PM CST on this date).

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- 1.0 THE MPHA'S RESERVATION OF RIGHTS.** The MPHA reserves the following rights:
- 1.1 The 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 MPHA to be in its best interests.
  - 1.2 The Right to Not Award.** Not award a contract pursuant to this RFP.
  - 1.3 The Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the contractor(s).
  - 1.4 The Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer shall provide the services called for in this RFP.
  - 1.5 The 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 MPHA Contracting Officer.
  - 1.6 The 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.
  - 1.7 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
  - 1.8 The Right to Prohibit.** At any time during the RFP or contract process, 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 and downloading this document, each prospective proposer agrees to abide by all terms and conditions listed in this document and in the eProcurement Marketplace, and further agrees that he/she will inform the MPHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the MPHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the MPHA, but not the prospective proposer, of any responsibility pertaining to such issue.
  - 1.9 The Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only venue to obtain the RFP documents and any other information pertaining to the RFP, such as addenda. Accordingly, by submitting a response to this RFP, the respondent affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of this RFP are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents.

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The MPHA seeks proposals from qualified and insured entities to provide the following detailed services:

**2.1 Background Information.** The MPHA seeks the services of an experienced and qualified attorney or law firm to prosecute all aspects of an eviction, including but not limited to investigation, preparation of the complaint and related pleadings, court appearances, and appeal, if necessary. This includes both evictions for cause and for nonpayment of rent. The successful proposer (Contractor) shall have experience interacting and communicating with persons from diverse economic, social and ethnic backgrounds.

The MPHA knows that eviction cases vary in complexity and appreciates the need to review the file, prepare witnesses and plan a trial strategy. In both types of evictions, the MPHA's goal is to secure an eviction or a court approved settlement to move out.

**2.2 Lots for Legal Services.** The MPHA anticipates awarding contracts based on the following Lots for legal services:

**2.2.1 Lot #1, Legal Services Pertaining to For Cause Evictions.** The MPHA typically files 20-30 for cause evictions per year, which occur on an as needed basis throughout the year. "Emergency" for cause proceedings involve a "time is of the essence" component requiring relatively immediate filing and court appearance to secure eviction. Filings and court appearances are unpredictable and occur sporadically throughout the year.

**2.2.2 Lot #2, Legal Services Pertaining to Nonpayment of Rent Evictions.** The MPHA typically files 300 evictions for Nonpayment of Rent per year (approximately 25 per month). Nonpayment of Rent eviction proceedings (filing and court appearances) occur at pre-set dates and times in Hennepin County Housing Court (Court). The MPHA has a dedicated court calendar set at the onset of each given year. The Court requires one attorney or agent (can be staff other than a lawyer) designated by the MPHA to appear for every 10 cases set on the calendar. Therefore, the Contractor shall have at least one attorney and one to two other MPHA-designated staff present for monthly appearances.

**3.0 PROPOSAL FORMAT.**

**3.1 Tabbed Proposal Submittal.** The MPHA intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Cost" basis, meaning, as detailed in Section 4.0, the MPHA will consider factors other than cost in making the award. Therefore, so that the MPHA can properly evaluate the offers received, all proposals submitted in

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response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement that the MPHA has published herein or issued by addendum.

[Table No. 3]

<b>RFP Section</b>	<b>Tab No.</b>	<b>Description</b>
<b>3.1.1</b>	<b>1</b>	<b>Form of Proposal (Attachment A).</b> This form must be fully completed, signed, and submitted under this tab as a part of the hard-copy proposal submittal.
<b>3.1.2</b>	<b>2</b>	<b>HUD Form 5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract (Attachment B)</i>.</b> This form must be fully completed, signed, and submitted under this tab as a part of the hard-copy proposal submittal.
<b>3.1.3</b>	<b>3</b>	<b>Profile of Firm Form (Attachment C).</b> This form must be fully completed, signed, and submitted under this tab as a part of the hard-copy proposal submittal.
<b>3.1.4</b>	<b>4</b>	<p><b>Proposed Services.</b> The proposer shall place under this tab documentation further explaining the proposer’s services and how the proposer intends to fulfill the requirements of Section 2.0, including but not limited to:</p> <ul style="list-style-type: none"> <li>• As detailed in Evaluation Factor No. 2, the proposer’s <b>QUALIFICATIONS, EXPERIENCE and ABILITY of STAFF TO SUCCESSFULLY COMPLETE THE SERVICES</b>, including experience interacting and communicating with persons from diverse economic, social and ethnic backgrounds;</li> <li>• The number of years the attorney or law firm has been in practice;</li> <li>• Any industry reports, recognitions, certifications, and/or articles regarding the proposer’s related work; and</li> <li>• The name, qualifications, education, skills, and specific experience of the attorney, paralegal and/or legal support staff who will perform the services.</li> </ul>

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3.1.5	5	<b>Managerial Capacity/Financial Viability.</b> The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional résumés for the persons identified in 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	<b>Client Information.</b> The proposer shall submit a listing of former or current clients for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: <ul style="list-style-type: none"> <li>• The client’s name;</li> <li>• the client’s contact name;</li> <li>• the client’s telephone number and e-mail address;</li> <li>• a brief narrative description and scope of the service(s); and</li> <li>• the dates the services were/are provided.</li> </ul>
3.1.7	7	<b>Equal Employment Opportunity/Supplier Diversity.</b> The proposer must submit under this tab a copy of its Equal Employment Opportunity Policy and a complete description of the positive steps it will take to ensure compliance with the regulations detailed in Section 3.6 pertaining to supplier diversity (e.g. small, minority, and women-owned businesses).
3.1.8	8	<b>Subcontractor/Joint Venture Information (Optional).</b> The proposer shall identify under this tab 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. All information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	<b>Section 3 Business Preference Documentation (Attachment D) (Optional).</b> For any proposer claiming a Section 3 Business Preference, he/she shall include under this tab the fully completed and signed Section 3 Submittal Form and any documentation required by that form.
3.1.10	10	<b>Other Information (Optional).</b> The proposer may include under this tab any other general information that the proposer believes is appropriate to assist the MPHA in its evaluation.

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<b>3.1.11</b>	<b>Optional Tabs.</b> If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “No information is being placed under this tab” or “This tab left intentionally blank.” Do not eliminate any of the tabs.
<b>3.1.12</b>	<b>Proposal Submittal Binding Method.</b> It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the MPHA can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

**3.2 Entry of Proposed Fees.** Proposers shall submit proposed fees in the eProcurement Marketplace only for each of the following Pricing Items detailed in Table No. 4. Unless otherwise stated, all proposed fees are all-inclusive of all related costs that the Contractor 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; mileage; trip charges; document copying; etc.

Each proposer must submit a reasonable cost for each service level. **Any proposer that does not currently have an Associate or Paralegal in their firm must still enter a reasonable cost for each of those Pricing Items.** For example, such proposer may choose to enter the same proposed fee for each Pricing Item if he/she does not have that specific staff member.

[Table No. 4]

RFP Section	Item No.	Qty.	U/M	Description
<b>Lot #1, Legal Services Pertaining to For Cause Evictions</b>				
3.2.1	1	1	Hour	Hourly Rate for Partner, including clerical
3.2.2	2	1	Hour	Hourly Rate for Associate, including clerical
3.2.3	3	1	Hour	Hourly Rate for Paralegal, including clerical
<b>Lot #2, Legal Services Pertaining to Non-Payment of Rent Evictions</b>				
3.2.4	4	1	Hour	Hourly Rate for Partner, including clerical
3.2.5	5	1	Hour	Hourly Rate for Associate, including clerical
3.2.6	6	1	Hour	Hourly Rate for Paralegal, including clerical

**3.3 Additional Information Pertaining to the above Pricing Items.**



- 3.3.1 Quantities.** All quantities entered by the MPHA herein and in the eProcurement Marketplace are for calculating purposes only, and are estimates only pertaining to estimated annual usage. The MPHA reserves the right to order from the Contractor, on a task order basis, any amount of services the MPHA requires.
- 3.3.2 Entry of Fees.** Proposers shall submit realistic and reasonable fees for each Pricing Item detailed in Table No. 4. No additional proposal prices can or will be received after the proposal submittal deadline; any proposer that does not comply with this requirement may be rejected without further consideration. The MPHA reserves the right to not award to any proposer that, in the opinion of the MPHA, proposes any fee that is deemed by the MPHA to be unreasonable.
- 3.3.2.1 Review the Entry of Proposed Fees.** The MPHA strongly recommends that each proposer, after entry of these proposed fees in the eProcurement Marketplace, print the receipt provided, and carefully review the entry to ensure that the proposer has entered the proposed fees correctly. The eProcurement Marketplace allows proposers to re-enter the site at any time prior to the posted deadline to correct any entries, if necessary. Proposers will not be able to correct entries after the posted deadline.
- 3.3.2.2 Calculation of Fees.** After entry of proposed unit fees in the eProcurement Marketplace, the Marketplace will automatically multiply the proposed unit fees by the listed quantities. The total sum of all of the line items will determine the points awarded for Evaluation Factor No. 1 detailed in Table No. 6.
- 3.3.3 No Deposit/No Retainer.** The MPHA will not pay any deposit or retainer fees as a result of award of the ensuing contract, meaning that the MPHA will pay the Contractor only for the actual provision of services.
- 3.3.4 Taxes.** All persons doing business with the MPHA are hereby made aware that, as of January 1, 2017, the MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request. However, Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete a construction contract unless authorized to act as the MPHA's purchasing agent.

**3.3.5 Additional Related Work that May be Required.** The MPHA reserves the right to retain the Contractor for additional services if determined to be in the MPHA's best interests.

**3.3.6 Potential Escalation of Rates.** At the MPHA's discretion, at the end of the initial 1-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of fees allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar Consumer Price Index (CPI) rate ("most similar," as determined by and at the sole discretion of the MPHA). For example, if, at the end of the first contract period the "most similar" CPI rate increased 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the MPHA's discretion, be entitled to a 5% increase in the rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed rate.

**3.3.6.1 Notification from the Contractor.** The Contractor must notify the MPHA, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may not occur more than once in any 12-month period without the express written consent of the MPHA.

**3.3.6.2 Right to Reject.** As stated in Section 3.3.6, the MPHA reserves the right to reject any such request for an increase in fees if the MPHA feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the MPHA rejects the request for an increase, which will occur in the following manner:

**3.3.6.2.1 Step No. 1.** The Contractor submits his/her written request for an increase with the required documentation to the MPHA within the required 60-day period (see Section 3.3.6.1);

**3.3.6.2.2 Step No. 2.** The MPHA considers the requested increase and, within 10 days of receipt, issues a written response to the Contractor as to whether the request is approved or rejected;

**3.3.6.2.3 Step No. 3.** If rejected and the Contractor then wishes to cease providing services to the MPHA, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the MPHA a written notice that he/she invokes his/her right to discontinue the services within 120 days of the date this notice was delivered to the MPHA (the specific date 120-days hence shall be written in the notice);

**3.3.6.2.4 Step No. 4.** The MPHA will then endeavor to make other arrangements to replace the Contractor. Further, if such other arrangements are completed by the MPHA prior to the aforementioned 120-day date, the MPHA shall retain the right to deliver to the Contractor, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the MPHA may, at its discretion, shorten with such written notice).

**3.4 Proposal Submission.** All proposed fees must be entered in the eProcurement Marketplace and all hard-copy proposal submittals must be time-stamped received in the MPHA Procurement Office no later than the submittal deadline. Proposals received after the published deadline will not be accepted. A total of 4 hard-copy proposals (1 original signature and 3 exact copies, including extending tabs) shall be placed unfolded in a sealed package and addressed to:

**Minneapolis Public Housing Authority  
Attention: Ayla LeRoy, Buyer  
1001 Washington Avenue, Suite 204, Minneapolis, MN 55401**

**3.4.1 Submission Conditions.** The package exterior must clearly denote the above noted RFP number, the proposer's name, and return address. Do not fold or make any additional marks, notations or requirements on the documents to be submitted. Proposers shall not change any requirements or forms contained herein, either by making or entering onto these documents any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents submitted to the MPHA, such may invalidate that proposal. If, after accepting such a proposal, the MPHA decides that any such entry has not changed the intent of the proposal that the MPHA intended to receive, the MPHA may accept

and consider the proposal. By accessing the eProcurement Marketplace, registering and downloading these documents, each prospective proposer agrees to confirm all notices that the MPHA delivers to him/her as instructed. By submitting a proposal, the proposer agrees to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

**3.4.2 Submission Responsibilities.** Proposers shall be aware of and abide by all dates, times, conditions, requirements and specifications set forth in all of the documents issued by the MPHA, including the RFP document, the documents listed in the following Section 3.8, and any addenda. By completing, signing and submitting the completed documents, the proposer agrees to comply with all conditions and requirements set forth in those documents. Written notice from the proposer not authorized in writing by the MPHA to exclude any of the MPHA's requirements contained in the documents may cause that proposer to not be considered for award.

**3.5 Proposer's Responsibilities - Contact with the MPHA.** Proposers shall address all communication and correspondence pertaining to this RFP process to the Buyer only. Proposers must not make inquiries or communicate with any other MPHA 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 MPHA to not consider a proposal submittal received from any proposer who may not have abided by this directive.

**3.5.1 Addendums.** All questions and requests for information must be addressed in writing to the Buyer, who 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 Buyer will not conduct any substantive conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the Buyer; it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued in the solicitation documents, the Buyer will not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the Buyer can 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 MPHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1** 2 CFR § 200.321 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** (b) Affirmative steps 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 businesses, 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** In addition:

**3.6.2.1** Consistent with Presidential Orders 11625, 12138, and 12432, the MPHA shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in the MPHA’s contracting.

**3.6.2.2** The MPHA 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 Requirements.** Accordingly, see Section 3.1.7 in Table No. 3 which details the information that proposers must submit showing compliance with these regulations.

**3.7 Pre-Proposal Conference.** There is no pre-proposal conference scheduled for this RFP.

**3.8 Recap of Attachments.** Each proposer shall verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby included by reference 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	HUD Form 5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Submittal Form
3.8.5.1	5.1	D-1	Section 3 Explanation
3.8.6	6.0	E	HUD Form 5369-B, <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	Sample Contract Form (This contract and

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			the listed appendices are being given as a sample only. The MPHA reserves the right to revise any clause herein and/or to include in the ensuing contract any additional clauses that the MPHA feels is in its best interests to do so.)
<b>3.8.7.1</b>	<b>7.1</b>	<b>F-1</b>	Sample Contract Appendix No. 1: HUD Form 5370-C, <i>General Conditions for Non-Construction Contracts, Section I – (With or without Maintenance Work)</i>
<b>3.8.7.2</b>	<b>7.2</b>	<b>F-2</b>	Sample Contract Appendix No 2: HUD Form 50071, <i>Certification of Payment to Influence Federal Transactions</i>
<b>3.8.7.3</b>	<b>7.3</b>	<b>F-3</b>	Sample Contract Appendix No. 3: Section 3 Plan
<b>3.8.7.4</b>	<b>7.4</b>	<b>F-4</b>	Sample Contract Appendix No. 4: Data Privacy Statement

**4.0 PROPOSAL EVALUATION.**

**4.1 Evaluation Factors.** The MPHA will utilize the following factors to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits in his/her hard-copy proposal and proposed online pricing:

[Table No. 6]

<b>Factor No.</b>	<b>Maximum Point Value</b>	<b>Factor Description</b>
<b>1</b>	<b>35 points</b>	<b>PROPOSED FEES</b> submitted by the proposer.
<b>2</b>	<b>65 points</b>	The proposer’s <b>QUALIFICATIONS, EXPERIENCE and ABILITY of STAFF TO SUCCESSFULLY COMPLETE THE SERVICES</b> , including the proposer’s experience interacting and communicating with persons from diverse economic, social and ethnic backgrounds.
	<b>100 points</b>	<b>Total Points</b>

**4.1.1 Section 3 Business Preference Evaluation Factor.** The following factors will be utilized by the Buyer to evaluate the proposals received.

[Table No. 6a]

<b>Factor No.</b>	<b>Maximum Point Value</b>	<b>Factor Description</b>
<b>3</b>		<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> A firm may qualify for Section 3 status as detailed in Attachments D and D-1.
<b>3a</b>	<b>15 points</b>	<b>Priority I, Category 1a.</b> Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
<b>3b</b>	<b>13 points</b>	<b>Priority II, Category 1b.</b> Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
<b>3c</b>	<b>11 points</b>	<b>Priority III, Category 2a.</b> Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
<b>3d</b>	<b>9 points</b>	<b>Priority IV, Category 2b.</b> Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
<b>3e</b>	<b>7 points</b>	<b>Priority V, Category 3.</b> Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
<b>3f</b>	<b>5 points</b>	<b>Priority VI, Category 4a.</b> Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
<b>3g</b>	<b>3 points</b>	<b>Priority VII, Category 4b.</b> Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.



<b>3h</b>	<b>15 points</b>	<b>Maximum Available Preference Points</b>

	<b>115 points</b>	<b>Total Possible Points</b>
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**4.2 Evaluation Plan.**

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

**4.2.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1** Instructions to Evaluators;
- 4.2.2.2** Proposal Tabulation Form;
- 4.2.2.3** Written Narrative Form for each proposer;
- 4.2.2.4** Recap of each proposer’s responsiveness; and
- 4.2.2.5** Copies of all pertinent RFP documents.

**4.2.3 Evaluation Committee.** The MPHA anticipates that it will select a 3-person committee to evaluate each of the responsive hard-copy proposals received. 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 any such person, he/she shall not contact or discuss anything related to this RFP with such person. As detailed in Section 3.5, the Buyer is the only person at the MPHA that proposers shall contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer to be eliminated from consideration for award.

**4.2.4 Evaluation.** The Buyer will evaluate and award points pertaining to Evaluation Factor No. 1. The evaluation committee shall evaluate the responsive proposals and award points pertaining to Evaluation Factor No. 2, independent of the Buyer. Upon completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Buyer.

- 4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations.** The MPHA reserves the right to conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms in the competitive range. Any firm deemed not to be in the competitive range will be notified of such in writing by the MPHA in a timely manner.
- 4.2.6 Determination of Top-ranked Proposer.** The points awarded by the evaluation committee will be combined with the points awarded by the Buyer to determine the final rankings.
- 4.2.6.1 Minimum Evaluation Results.** To be considered to receive an award, a proposer must receive a total calculated average of at least 70 points as detailed in Section 4.1.
- 4.2.6.2 Ties.** In the case of a tie in awarded points, the award shall be decided by drawing lots or other random means of selection.
- 4.2.7 Notice of Results of Evaluation.** Once an award is completed, proposers will receive a Notice of Successful Offeror by e-mail. Such notice shall inform the proposers of:
- 4.2.7.1** Which proposer received the award;
- 4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;
- 4.2.7.3** The total calculated proposed costs for each proposer; and
- 4.2.7.4** Each proposer's right to a debriefing and to protest.
- 4.2.8 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 MPHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the MPHA evaluation committee.

## **5.0 CONTRACT AWARD.**

- 5.1 Contract Award Procedure.** By completing, executing and submitting a proposal, the proposer agrees to abide by all terms and conditions pertaining to this RFP as issued by the MPHA, either in hard copy or on the eProcurement Marketplace, including the

contract clauses already attached as Attachments F and F-1 through F-4. Accordingly, the MPHA has no responsibility to conduct any negotiations pertaining to the contract clauses already published after the submittal deadline.

**5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the MPHA pursuant to this RFP:

**5.2.1 Contract Form.** The MPHA will not execute a contract on the successful proposer's forms; contracts will only be executed on the MPHA's forms (see Sample Contract, Attachments F and F-1 through F-4), and by submitting a proposal the proposer agrees to do so. The MPHA reserves the right to amend this form as it deems necessary. However, the MPHA will, prior to the RFP question deadline, consider any contract clause that the proposer wishes to include and submits a request in writing for the MPHA to do so. Failure of the MPHA to include such clauses does not give the successful proposer the right to refuse to execute the MPHA's contract forms. Prospective proposers shall notify the MPHA, in writing and 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 MPHA will consider and respond to such written correspondence. If the prospective proposer is not willing to abide by the MPHA's decision, then that proposer shall be deemed ineligible to submit a proposal.

**5.2.1.1 Mandatory HUD Forms.** The MPHA has no legal right or ability to, at any time, negotiate any clauses contained in any of the HUD forms included as a part of this RFP.

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

**5.2.3 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 MPHA. Any purported assignment of interest or delegation of duty, without the prior written consent of the MPHA shall be void and may result in the cancellation of the contract with MPHA, 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 MPHA.

- 5.2.4 Prior Written Approval Required from MPHA.** The Contractor shall not, at any time during the ensuing contract period(s), conduct any work without the prior written authorization from the MPHA. Failure to abide by this directive shall release the MPHA of any obligation to pay the Contractor for any such work conducted without the noted prior written authorization.
- 5.2.5 Potential for Additional Competitive Solicitations.** The MPHA reserves the right to, at any time during the ensuing contract period, and without penalty to the Contractor retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when it is determined to be in the MPHA's best interests to do so.
- 5.3 Contract Period.** The MPHA anticipates that it will initially award a contract for the period of 1-year with the option, at the MPHA's discretion, of 2 additional 1-year option periods, for a total maximum contract period of 3 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the successful proposer will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier. Insurance coverage shall include Statutory Workers' Compensation including Employers Liability, with policy limits of \$500,000 per incident;
- 5.4.2 Automobile Insurance.** An original certificate showing the successful 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; and
- 5.4.3 Professional Liability Insurance.** An original certificate showing the successful proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000), with a maximum deductible amount of \$5,000.
- 5.4.4 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 Minneapolis, Hennepin County, and/or the State of Minnesota.
- 5.4.5 Certificates/Profile of Firm Form.** Pertaining to the insurance certificates and licenses detailed in Sections 5.4.1 through 5.4.4, each proposer is

required to enter related information where provided for on the Profile of Firm Form as part of their hard-copy proposal (do not attach or submit copies of the insurance certificates or licenses in the proposal submittal. The MPHA will garner the necessary documents from the successful proposer prior to contract execution).

- 5.5 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.
- 5.6 Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful proposer, shall be provided to the MPHA within 10 business days of notification by the MPHA.
- 5.7 State and Federal Data Practices Act.** The Contractor may have access to information or data that is classified as “not or non-public” under the Minnesota Government Data Practices Act or applicable Federal law. The Contractor shall maintain the confidential nature of any data or information received while providing services. The unauthorized disclosure of “not or non-public” data may be subject to civil and criminal penalties under the Minnesota Government Data Practices Act and applicable Federal law.