

# Request for Proposal

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## Real Estate & Development Legal Services

**Contract #2018-02**



Harrisburg Housing Authority  
351 Chestnut Street  
Harrisburg PA 17101-2785  
(717) 232-6781  
Dated: March 12, 2018

An Equal Opportunity Employer  
An Equal Housing Provider



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**Forms required to be completed and returned:**

- Form of Proposal
- Vendor Information Form
- Section 3 Forms
  - Resident Self-Certification (if applicable)
  - Contractor's Certification (sign either way; notarize only if claiming)
  - Assurance of Compliance (must be signed)
  - Existing Employee Certification (if applicable)
- HUD 5369-A
- HUD 50071
- SF-LLL

**Informational Forms Only:**

- HUD 5369-B
- HUD 5370-C Section I
- Sample Form of Contract
- MBE/WBE/Section 3 Utilization Reports

## Request for Proposals

The Harrisburg Housing Authority will accept Proposals for Indefinite Quantity Contracts for the following services:

Contract #**2018-02** – Real Estate & Development Legal Services

Contract #**2018-03** – Labor & Employment Legal Services

Contract #**2018-05** – Independent Public Account Audit  
By a qualified Certified Public Accounting firm

Mail or hand deliver completed response(s), sealed in envelope(s) marked by the corresponding title(s)/contract number(s) above, to Harrisburg Housing Authority, 351 Chestnut Street, 12th floor, Harrisburg, PA 17101. All submissions must be received and time stamped no later than 12:00 noon, Tuesday, April 10, 2018. Fax submissions or emails will not be accepted.

RFP documents will be available Thursday, March 15, 2018, electronically at [www.harrisburghousing.org](http://www.harrisburghousing.org) (follow vendor registration link to our E-Procurement Vendor's web site). All parties interested in any project must register as a vendor by visiting our website [www.harrisburghousing.org](http://www.harrisburghousing.org). Follow registration link under "Vendor/Businesses".

Questions and requests for information about the content of the documents shall be directed, in writing, to Christine Campbell via the E-Procurement web site, no later than 12:00 noon, Friday, March 23, 2018.

HHA reserves the right to reject any or all proposals and waive any informalities.

HARRISBURG HOUSING AUTHORITY  
Emily J. Leader, Chair  
Senghor A. Manns, President/CEO



## Purpose

The Harrisburg Housing Authority (HHA) and its affiliates are seeking proposals from qualified Certified Public Accounting firms for an Independent Public Account Audit.

## Background

The Harrisburg Housing Authority (HHA) is a nonprofit governmental entity enabled under the laws of Pennsylvania, and whose primary contract is with the U.S. Department of Housing and Urban Development (HUD). The agency was organized in 1937 under the U.S. Housing Act for the acquisition, development, modernization, operation, and administration of public housing programs. The primary purpose of HHA is to provide safe, decent, sanitary, and affordable housing to the elderly and low-income families in the City and to operate housing programs in accordance with federal legislation. The HHA currently owns and manages approximately 1,640 low-income Public Housing units and administers 1,095 Housing Choice Voucher Program units.

## Properties of the Harrisburg Housing Authority

|                          |           |                  |          |
|--------------------------|-----------|------------------|----------|
| WILLIAM HOWARD DAY HOMES | (PA 8-1)  | HOVERTER HOMES   | (PA 8-2) |
| JOHN A.F. HALL MANOR     | (PA 8-3)  | HILLSIDE VILLAGE | (PA 8-4) |
| M.W. SMITH HOMES         | (PA 8-5)  | JACKSON TOWER    | (PA 8-6) |
| MORRISON TOWER           | (PA 8-7)  | LICK TOWER       | (PA 8-9) |
| SCATTERED SITES          | (PA 8-10) |                  |          |

## Description of the Properties

| Name of Development        | # Units      | Type of Units   | Location   |
|----------------------------|--------------|---|--|
| William Howard Day Homes   | 218          | Efficiencies & 1, 2, 3, 4 Bedroom                       | 1300 Community Drive<br>Harrisburg PA 17103              |
| George A. Hoverter Homes   | 233          | Efficiencies & 1, 2, 3, 4 Bedroom                       | 1260 Oylar Road<br>Harrisburg PA 17104                   |
| John A.F. Hall Manor Homes | 538          | 1, 2, 3, 4 Bedroom                                      | 17 <sup>th</sup> & Hanover Street<br>Harrisburg PA 17104 |
| Hillside Village           | 70           | 2, 3 Bedroom  | 12 <sup>th</sup> & Reily Street<br>Harrisburg PA 17103   |
| M.W. Smith Homes           | 80           | 2, 3, 4 Bedroom   | Cameron & Calder St<br>Harrisburg PA 17103               |
| Jackson Tower              | 159          | Efficiencies & 1 Br-(Elderly)<br>High-Rise-(13 stories) | 1315 N. 6 <sup>th</sup> Street<br>Harrisburg PA 17102    |
| Morrison Tower             | 119          | Efficiencies & 1 Br-(Elderly)<br>High-Rise-(12 stories) | 351 Chestnut Street<br>Harrisburg PA 17101               |
| Lick Tower                 | 144          | Efficiencies & 1 Br-(Elderly)<br>High-Rise-(13 stories) | 1301 N. 6 <sup>th</sup> Street<br>Harrisburg PA 17102    |
| Scattered Sites            | 79           | 2, 3, 4, 5 Bedroom                                      | Various Locations  |
| <b>Total Units</b>         | <b>1,640</b> |   |  |

## Affiliate Properties

| Current Address Compliment   |            |         |   |                     |               |         |   |
|------------------------------|------------|---------|---|---------------------|---------------|---------|---|
| Uptown Lots                  |            |         |   | First Mulberry      |               |         |   |
| Address                      | Parcel     | Acreage |   | Address             | Parcel        | Acreage |   |
| 611 Forrest St               | 10-019-011 | 0.04    |   | 1249 Mulberry St    | 02-012-010    | 0.31    |   |
| 613 Forrest St               | 10-019-010 | 0.04    |   | 1201-03 Mulberry St | 02-011-016    | 0.29    |   |
| 615 Forrest St               | 10-019-009 | 0.03    |   | 1257-59 Thompson St | 09-048-026    | 0.14    |   |
| 617 Forrest St               | 10-019-008 | 0.04    |   | 1264 Derry St *     | 09-048-022    | 0.02    | @ |
| 619 Forrest St               | 10-019-007 | 0.03    |   |                     |               |         |   |
| 621 Forrest St               | 10-019-006 | 0.03    |   |                     |               |         |   |
| 623 Forrest St               | 10-019-005 | 0.03    |   |                     |               |         |   |
| 625 Forrest St               | 10-019-004 | 0.02    |   |                     |               |         |   |
| 627 Forrest St               | 10-019-003 | 0.03    |   |                     |               |         |   |
| 629 Forrest St               | 10-019-002 | 0.03    | @ |                     |               |         |   |
| 2124 Jefferson St            | 10-019-019 | 0.06    |   |                     |               |         |   |
| 2128 Jefferson St            | 10-019-035 | 0.13    |   |                     |               |         |   |
| 2130 Jefferson St            | 10-019-017 | 0.02    |   |                     |               |         |   |
| 2132 Jefferson St            | 10-019-016 | 0.02    |   |                     |               |         |   |
| 2133 Jefferson St            | 10-012-050 | 0.03    |   |                     |               |         |   |
| 2137 Jefferson St            | 10-012-048 | 0.04    |   |                     |               |         |   |
| 2141 Jefferson St            | 10-012-046 | 0.04    |   |                     |               |         |   |
| 2143 Jefferson St            | 10-012-045 | 0.04    |   |                     |               |         |   |
| 2145 Jefferson St            | 10-012-044 | 0.03    |   | <b>Other Lots</b>   | <b>Parcel</b> |         |   |
| 2146 N. 6th St               | 10-026-005 | 0.04    |   |                     |               |         |   |
| 2148 N. 6th St               | 10-026-004 | 0.06    |   |                     |               |         |   |
| 2238 N. 6th St               | 10-025-010 | 0.06    |   |                     |               |         |   |
| 2294 N. 6th St               | 10-025-003 | 0.03    |   |                     |               |         |   |
| 2296 N. 6th St               | 10-025-002 | 0.03    |   |                     |               |         |   |
| 2298 N. 6th St               | 10-025-001 | 0.03    |   | *Pending Purchase   |               |         |   |
| 2300 N. 6th St               | 10-024-024 | 0.04    |   | @ has building      |               |         |   |
|                              |            |         |   |                     |               |         |   |
| <b>North 6th Street Apts</b> |            |         |   |                     |               |         |   |
| 2508 N. 6th St               | 10-022-017 | 0.1     |   |                     |               |         |   |
| 2512 N. 6th St               | 10-022-016 | 0.1     | @ |                     |               |         |   |
| 2516 N. 6th St               | 10-022-015 | 0.11    | @ |                     |               |         |   |

## **Scope of Work**

At a minimum, any award will include a three-year contractual term with an option to renew. The Agency will not, however, guarantee a minimum or maximum number of billable hours or work to the successful responder(s). Work will be assigned via task order for specific Agency needs.

Each responder to this RFP shall be capable of performing the services and all such offerors in their proposals should specifically detail their experience and ability to provide each of the services listed below.

The qualified responder will be admitted to practice in the highest court in the jurisdiction in which the firm primarily operates and be capable of admission to practice in the U.S.D.C. for the Middle District of Pennsylvania and the U.S. Court of Appeals for the 3<sup>rd</sup> Circuit. The firm will have at least two members who are admitted to practice before the U. S. Supreme Court and will have an AV rating in Martindale Hubble. Admission to practice before the Supreme Court of Pennsylvania will be a plus, as will familiarity with Pennsylvania law regarding public bidding and procurement of goods and services, familiarity with the operation and administration of the Pennsylvania Civil Service Act and Pennsylvania Landlord / Tenant Law.

The HHA is soliciting proposals from qualified individuals or firms to provide Construction, Real Estate, and Development Legal Services. Should the Agency require the disciplines of Special Counsel Services then those services shall be contracted separately.

### **Services:**

#### *Construction Law:*

The Agency requires legal assistance including, but not limited to: construction contract drafting and review, construction insurance law, construction litigation, Pennsylvania statutory compliance issues, payment bonds/performance bond issues, demolition and disposition issues, premise liability issues, defect issues, government project disputes, bid protests and disputes, defective or ambiguous specification claims, delay and disruption claims, etc.

#### *Real estate and Development:*

The following areas include but are not limited to issues regarding: home ownership issues, drafting and reviewing real estate contracts, preparing and reviewing loan documents, title examinations, representation at closing, handling real estate and financing transactions, including: rezoning, variance, and land use issues and consulting, land planning and development consulting, entity structure, financing and implementation, property management analysis and consulting, build to suit/design build and traditional construction contracts, project development negotiations, project syndication and disposition analysis, purchase agreements and sale agreements, real estate litigation, environmental site assessment, eminent domain, HOPE VI requirements, mixed-finance development issues, replacement housing factor funding advice, low income housing tax credit advice, acquisition and redevelopment of real estate issues, assist in the preparation of evidentiary submissions to the U.S. Department of Housing and Urban Development (“HUD”), the State of Pennsylvania and the City of Harrisburg, etc.

Other areas that may be tasked would be for ground leases and/or deeds, regulatory and operating agreements, declaration of restrictive covenants, management agreements, management plans, master development agreements, partnership agreements, Agency certifications, declaration of trusts, title work, zoning compliance issues, board resolutions, organization documents, developer agreements, other project financing documents, tenant leases, etc.

Responder should have knowledge of the current mixed-finance legal structures accepted by HUD; and, knowledge of local housing and community development issues in Pennsylvania.

### **Use of Firm's Services:**

There may be occasions where a contracted firm experiences a conflict that may prevent it from representing the Agency in certain matters. While the Agency hopes that no firm would be prevented from providing its services, the Agency reserves the right to utilize any other firm under contract with or without a conflict present.

### **MBE/WBE/DBE**

The Agency supports the effort and goals of the City of Harrisburg to further contracting opportunities to traditionally disadvantaged firms. As a part of its efforts, the Agency strongly encourages the participation of these firms and/or the partnering with MBE/DBE/WBE firms in this proposal process. The Agency also supports the partnering with MBE/WBE/DBE firms to meet these goals and/or partnering with firms that support the legal firms, such as, but not limited to, paralegals, transcription, and investigative services. Further information is provided in the policy statement detailed below.

### **Key Staff**

As a part of each firm's proposal, key staff is to be delineated. Each proposal should also designate a primary firm contact to address any issues or contract concerns. If the firm designates its service area key staff to fill this role, the proposal should designate this fact.

Included, shall be a Self-Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion. Where professional licensures are required, e.g., for the practice of law in the State of Pennsylvania, each responder shall sign and submit with their proposal a certification stating that members of its professional or licensed staff that will be performing legal services for the Agency, are not presently debarred, suspended, proposed for disbarment or suspension, before any court, licensing authority, or administrative law tribunal. This shall include all key members of any team/partnership. Furthermore, the responder must not be declared ineligible or voluntarily excluded from providing services or transactions by any federal or state department/Agency. This self-certification must be signed by an individual with authority to legally bind the responder in contract. Failure to provide the certification required by this section may result in the rejection of the proposal as noncompliant.

### **Attorney Requirements**

- A. Currently licensed to practice law in the state of Pennsylvania;
- B. A member in good standing;
- C. Preferably, admitted to practice in the US District Court- Middle District of Pennsylvania;



## **Fees**

Pursuant to HUD regulations, the Agency is prohibited from entering into contracts for a percentage of any project or pay expenses with a “cost-plus” mark up. The Agency will accept any non-prohibited proposal; however, the responder must include an hourly rate schedule in their proposal.

The Agency reserves the right to reject the fixed or retainer fee approach and contract with the selected Firm solely on the basis of an hourly rate schedule.

Invoices shall be presented monthly and clearly designate task order numbers or descriptive task information. Firms should indicate in its proposals any discounts afforded to the Agency for making immediate payments (i.e. net 10 days), otherwise the Agency shall be allowed a minimum of thirty (30) days to tender payments due.

## **Additional Services**

Should any additional services be required that have not been allocated to a particular service area, the Agency shall have the sole and exclusive right to allocate the service to a firm already under contract.

## **Projects and Tasks**

Once successful firms are under contract, the Agency will assign tasks on an as needed basis. The Agency may request a “cost” or “hourly” estimation for the task. The Agency shall reserve the right to mandate strict adherence to any cost estimation or number of hours projected on a task by the firm.

At no cost to the Agency, the firm may be asked to provide a project schedule and plan that will be followed during the course of the project, and periodic status reports.

## **Minimum Requirements**

The Respondent must meet the following minimum requirements to be considered:

- Must meet the appropriate state licensing requirements.  
**(Please attach proof of your firm meeting the appropriate State of Pennsylvania Licensing requirements; a photocopy of your certificate, license or permit will serve this purpose)**
- Must have a record of responsible comparable work.
- Must comply with applicable requirements for continuing professional education.  
**(Please attach proof)**
- Must certify that no member of, or delegate to Congress of the United States or City Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise hereforth.
- Must warrant that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty

shall give HHA the right to terminate this contract, or, in its discretion, to deduct from the fee the amount of such commission, percentage, brokerage or contingent fee.

- Must certify that he/she will not assign or transfer any interest in this contract except that claims for monies due or to become due from HHA under the contract may be assigned to a bank, trust company, or other financial institution. If the Respondent is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership.
- Must certify that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Respondent must certify that it shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age or national origin. Such action, shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **Fee Proposal**

Under Tab 9 complete and include the per annum cost schedule for all proposed engagement team members. Also include estimated fees for travel costs (lodging, airfare, rental vehicle/mileage) as well as any other expenses anticipated in the performance of this contract.

## **Contract Term**

This Contract is effective for a period of three (3) years, commencing on the date the Contract is completely executed, unless properly amended or terminated as provided here. The Contract may be renewed by mutual written agreement upon its expiration with two (2) additional one (1)-year renewal periods.

Prior to the execution of this Contract, the CONTRACTOR shall have no authority to begin work under this Contract. The AGENCY'S Contracting Officer and/or designee shall not authorize any payments to the CONTRACTOR prior to such award, nor shall the AGENCY incur any liability to reimburse the CONTRACTOR regarding any expenditure for the purchase of materials or the payment for Services prior to commencement of this Contract. The Contract shall not become effective until the Contract has been approved and signed by the authorities having jurisdiction over this Contract.

## Response Time Frame And Other Information

|                             |   |
|-----------------------------|---|
| Response submission period: | March 15, 2018 through April 10, 2018<br>Responses due by 12:00 noon, Tuesday, April 10, 2018   |
| Questions/Answer period:    | March 15, 2018 through March 23, 2018 @ 12:00 noon<br>(via Housing Agency Marketplace web site) |
| Evaluation period:          | April 10, 2018, through April 20, 2018  |
| Interviews (if required):   | April 23, 2018, through April 27, 2018  |
| Award:                      | May 10, 2018<br>(to conform with the Board of Commissioners Meeting)                            |

Proposals must comply with regulations and statutes relating to procurement in the State of Pennsylvania, the U.S. Department of Housing and Urban Development and the policies of the Harrisburg Housing Authority. The person submitting the proposal must have the authority to bind the organization in a contract. Late submissions will not be considered.

**One original and five hard copies** of the proposal shall be delivered to the following address:  
(facsimiles and/or e-mailed submissions will not be accepted)

Harrisburg Housing Authority  
Senghor Manns, CEO/President  
351 Chestnut Street  
Harrisburg, PA 17101-2785

All costs directly or indirectly related to the preparation of a response to this RFP shall be the sole responsibility of and shall be borne by the respondent.

Requests for all other information must be in writing, via the Housing Agency Marketplace. Questions and responses will then be made available to all respondents. Interested parties may register at <http://www.harrisburghousing.org>, follow vendor registration link, to be re-directed to Housing Agency Marketplace.

It is the expressed policy of the HHA that parties responding to this request refrain from initiating any direct contact or communication with the Acting President, HHA staff or members of the Board of Commissioners with regard to this Request for Proposals during the selection process. Any violation of this policy will be considered a basis for disqualification.

HHA reserves the right to waive any minor informality in any proposal when these actions appear to be in the Housing Authority's best interest, cancel the RFP, reject any or all proposals, make an award based solely on the proposals, or to negotiate further with one or more firms. The Housing Authority also reserves the right to reject the proposal of any firm that has

previously failed to perform satisfactorily, or has failed to complete, on time, a contract or contracts of a similar nature. The Authority also reserves the right to select the proposal designed to deliver the most favorable overall impact upon the agency and the right to ask questions, interview or negotiate the services and price before awarding the contract. HHA reserves the right to withdraw this solicitation at any time.

All proposals received will become a part of the Housing Authority's official files without any obligation on the Housing Authority's part to return submitted material.

The Housing Authority is an equal opportunity employer. The award will be made without regard to race, color, religion, gender, age, mental or physical disability (or history thereof), marital or family status, beliefs, and national origin.

## **Proposal Content & Format**

**Tabbed Proposal Submittal:** The HHA intends to retain the successful Respondent pursuant to a “Best Value” basis, not necessarily a “Low Bid” basis. Therefore, so that the HHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. 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 the HHA has published herein or has issued by addendum.

**Tab 1, Form of Proposal:** This Form is attached to this RFP document. This 1-page Form must be completed and executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**Tab 2, Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders:** This Form is attached to this RFP document. This form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**Tab 3, Vendor Information Form:** The Vendor Information Form is attached to this RFP document. This form must be fully completed, executed and submitted under this tab as a part of the proposal submittal. NOTE: Insurance policies to be supplied upon request only.

**Tab 4, Proposed Services:** The successful responder must demonstrate their ability to perform these services in an efficient, timely and independent manner. The description of the responder’s proposal and experience shall indicate possession of a broad and practical knowledge of HUD rules, regulations and requirements, and federal law and applicable procedure pertaining to public housing grants.

To that end, this tabbed section is for the responder to provide the following:

- A summary of your proposed approach
- Detail the level of assistance you would require of the Housing Authority's staff to conduct said services

**Tab 5, Managerial Capacity/Financial Viability:** This is the section reserved for demonstrating the qualifications and technical ability of the staff member(s) who will conduct the services. Please include a company biography. The respondent must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the principles, as well as those individuals assigned to the engagement team.

**Tab 6, Client Information:** The Respondent shall submit a listing of at least 3 former or current clients for whom the Respondent has, within the preceding 24 months, performed similar or like services to those being proposed herein. The list shall, at a minimum, include:

- The name of the firm;
- The client's contact name;
- The client's telephone number;
- A brief description and scope of the service(s) provided.

**Tab 7, Equal Employment Opportunity:** The Respondent shall submit under this tab a copy of its Equal Opportunity Employment Policy, and any documentation it believes substantiates practice and history of employing minorities and/or women in professional positions. This tab should also include any certification of Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE).

**Tab 8, Section 3 Documentation:** For any Respondent claiming a Section 3 Preference, he/she shall, under this tab, include the fully completed and executed (inclusive of the form being notarized) Section 3 Certification Form (attached to this RFP document).

**Tab 9, Fee Proposal:** Shall be submitted on the Cost Proposal form provided, indicating hourly fees for each identified staff person, as well as estimated hours required to perform the scope of work. Also indicate any travel/lodging fees, reimbursable fees and other associated costs and fees.

**Tab 10, Other Information (Optional Item):** The Respondent may include hereunder any other general information that the Respondent believes is appropriate to assist the HHA in its evaluation. Include Subcontractor/Joint Venture Information under this tab.

If no pertinent information is to be placed under any of the tabs (especially the "Optional" tabs), please place there under a statement such as "THIS TAB LEFT INTENTIONALLY BLANK."

## **Evaluation Method**

**Initial Evaluation:** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). The HHA shall select a minimum of a three-person panel to evaluate each of the proposals submitted in response to this RFP.

**Evaluation Panel:** The President will select the evaluation panel from available staff and/or consultants. The Contract Manager will assemble the evaluation packets for each evaluator and deliver along with instructions.

**Evaluation Period:** The panel has generally five business days to complete the evaluation. Additional time may be granted in cases where a large number of responses are received and/or interviews are to be conducted.

**Evaluation Summary:** The Contract Manager will complete a summary of responses from the evaluators. At his/her discretion, the Contract Manager may call for an evaluation summary meeting to discuss the proposals, the evaluations or to short list some firms for further consideration. Final recommendation of the firm presenting the best value of the short-listed firms may be accomplished by, but not limited to, vote of the panel.

## **Proposal Evaluation**

The Evaluation Committee will review the Proposals in accordance with the following evaluation criteria:

- 1. Technical Competence and Methods **0 to 30 Points****  
Verifiable experience within the service area and degree of housing and/or public entity representation experience, references, integrity, compliance with public policy, record of past performance, and financial and technical resources.
  
  - 2. Narrative Response to RFP **0 to 25 Points****  
The narrative should address the scope of service and describe the approach or management structure/style that will be taken, and the staff that will be assigned to the tasks.
  
  - 3. Proposed Contract Price (e.g. Fee Schedule) **0 to 25 Points****  
The Respondent will be evaluated based on the proposal fee schedule as it pertains to services as delineated by this RFP. Based upon this proposed fee structure, an assessment will be made concerning the reasonableness of the fee proposal for accomplishing the proposed scope of work.
  
  - 4. Involvement of SBE, MBE, WBE Enterprises and **0 to 15 Points****
    - a. Certified Section 3 business, plan, training education fund or dedicated staff 0 - 5 Points
    - b. MBE/WBE/DBE participation (attach copy of appropriate certification) 0 - 10 Points
  
  - 5. Community Service **0 to 5 Points****  
The Respondent will be evaluated based on the Firm's involvement in community service and volunteering activities.
- TOTAL POINTS 100 Points**



## Contract Award

If a contract is awarded as a result of this RFP, the following detailed procedures will be followed:

Upon final completion of the proposal evaluation process, the Contract Manager will forward to the President (also the agency's General Counsel) for review and approval a written award recommendation. The President may choose to approve the award or may take the award recommendation to the HHA Board of Commissioners at a scheduled Board of Commissioners meeting for approval. If so, the HHA Board will then make its determination of whether or not to follow the panel's recommendation. If the recommendation is followed and the top-rated Respondent is approved for award, all Respondents will receive an announcement of award or final determination. Contract price negotiations may, at the HHA's option, be conducted prior to or after the Board approval. In the event the Board does not approve the panel's recommendation, HHA reserves the right to re-evaluate, rebid or cancel the solicitation.

- **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HHA pursuant to this RFP:
- **Contract Form:** The HHA will not execute a contract on the successful Respondent's form. Contracts will only be executed on the sample Professional Services Contract (attached) and by submitting a proposal; the successful Respondent agrees to do so. The HHA will consider any contract clauses that the Respondent wishes to include therein, but the failure of the HHA to include such clauses does not give the successful Respondent the right to refuse to execute the HUD contract form.
- **General Conditions:** HUD Form 5370-C, Section I is made part of this contract.
- **Assignment of Personnel:** The HHA shall retain the right to demand and receive a change in personnel assigned to the work if the HHA believes that such change is in the best interest of the HHA and the completion of the contracted work.
- **Unauthorized Sub-Contracting Prohibited:** The successful Respondent 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 Contract Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the Contract Officer shall be void and may result in the cancellation of the contract with the HHA, or may result in the full or partial forfeiture of funds paid to the successful Respondent as a result of the proposed contract; either as determined by the Contract Officer.
- **Contract Period:** The HHA will award a three-year contract to the successful Respondent to perform Financial Management Services.

- **Work made for hire:** All work performed pursuant to this agreement specifically including all deliverables developed or prepared for HHA is the exclusive property of HHA. All right, title and interest in and to said property shall vest in the HHA and shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this agreement.

### **Post Contract Award Requirements**

Prior to award (**but not as part of the submission of the proposal**), the successful Respondent will be required to produce the following:

- An original certificate evidencing the Respondent's current industrial (**workers compensation**) insurance carrier and coverage amount;
- An original certificate, naming the HHA as an additional insured, showing the entity's **general liability insurance coverage** (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with fire damage of \$50,000, with a deductible of not greater than \$1,000;
- An original certificate, naming the HHA as an additional insured, showing the entity's **cyber liability insurance coverage** (minimum of \$1,000,000);
- An original certificate showing the Respondent's professional liability and/or "**errors and omissions**" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, with a deductible of not greater than \$1,000);
- An original certificate showing the Respondent'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 \$50,000/\$100,000 and medical payment of \$5,000.
- A copy of the Respondent's Harrisburg Mercantile License allowing that entity to provide services within the City of Harrisburg. Info available at:  
<https://cityofharrisburg.zendesk.com/hc/en-us/articles/204527970-Business-Privilege-and-Mercantile-License>
- W-9 form. Info available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The aforementioned requested information shall be entered where requested on the Vendor Information Form under Tab 3 (**DO NOT ATTACH COPIES WITHIN THE PROPOSAL SUBMITTAL**-- HHA will garner the necessary certificates from the successful Respondent prior to contract execution).

## **Invoicing and Payments**

Contractor shall submit detailed billing to HHA within 30 days of job completion.

To receive any payment due, submit invoices of completed work to the headquarters address of HHA, 351 Chestnut Street, Harrisburg, PA 17101-2785. ACH payment is also available.

The Harrisburg Housing Authority is tax exempt. A tax exemption certificate will be furnished upon request.

Payment terms for approved invoices are on a net/30-day basis, and shall be formatted as follows:

- Company name, address, and telephone number;
- Invoice number, HHA purchase order, contract number, and task order number;
- Contractors must submit MBE/WBE/Section 3 utilization reports with invoicing.
  - If invoice frequency is greater than monthly, one submission per month is required.
  - If the composition of the work force does not waiver, one submission annually is required.
- If applicable, attach the completed Request For Service (RFS) form, with approval/signature by HHA staff of satisfactory completion. This is the form initiated by HHA requesting the contractor's services.

**FAILURE TO PROVIDE THIS INFORMATION IN ACCORD WITH THE FORMATTING  
REQUIREMENTS MAY DELAY THE PROCESSING OF INVOICES.**

## Form of Proposal

(This Form must be fully completed and placed under Tab #1 of the proposal submittal)

**Instructions:** The items listed below must be completed and included in the Proposal unless otherwise specifically noted. Please complete this form by marking X, where the referenced information has been included.

| X = ITEM<br>INCLUDED | SUBMITTAL ITEMS<br>(One original and five hard copies of each Proposal) |
|----------------------|---|
| _____                | Tab 1 Form of Proposal  |
| _____                | Tab 2 Form HUD-5369-C   |
| _____                | Tab 3 Vendor Information Form   |
| _____                | Tab 4 Proposed Services   |
| _____                | Tab 5 Managerial Capacity/Financial Viability                           |
| _____                | Tab 6 Client Information  |
| _____                | Tab 7 Equal Employment Opportunity Statements                           |
| _____                | Tab 8 Section 3 Documentation (Optional)                                |
| _____                | Tab 9 Fee Proposal  |
| _____                | Tab 10 Other Information (Optional)                                     |

### Proposer's Statement

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HHA discovers that any information entered herein is false, that shall entitle the HHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HHA. Pursuant to all RFP Documents, the Form of Proposal, and all attachments, the undersigned proposes to supply the HHA with the services described herein for the fees as agreed by the HHA and proposer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company and Address