

THE SELMA HOUSING AUTHORITY

SELMA, ALABAMA

Request for Proposals (RFP)

Legal Services

DATE OF ISSUE: JANUARY 23, 2025



PROPOSAL DUE DATE:

3:00 PM (CST) Monday, February 24, 2025

Contact Information:

Cicely Curtis, Chief Operating Officer
The Selma Housing Authority
444 Washington Street
Selma, Alabama 36830
ccurtis@selmahousing.com

Proposed Timeline

January 23, 2025	RFP release
February 11, 2025	Questions due
February 18, 2025	Responses to questions due
February 24, 2025	Proposals due NO LATER THAN 3:00 PM (CST)
March 19, 2025	Anticipated award of contract

Request for Proposals
for
Legal Services

1. Introduction

The Selma Housing Authority (SHA) is seeking proposals from qualified attorneys or law firms specializing in Public Housing, Affordable Housing, and Housing Choice Voucher (Section 8) programs to provide legal services. The selected attorney or firm must be licensed to practice in Alabama, possess a minimum of 10 years of relevant experience, and preferably physically work in an office located within 45 miles of Selma.

2. Purpose

The purpose of this RFP is to solicit proposals from experienced legal professionals to represent Selma Housing Authority in its required related legal services. These services are necessary to the successful operation of the daily operations of the Agency and will of necessity comprise a wide range of legal issues related to both local issues and HUD related issues. The goal is to ensure the Agency’s compliance with all applicable local, state, and federal laws and regulations while safeguarding the rights of both tenants and the Housing Authority.

3. Scope of Services

A. General Legal Services

1. The selected counsel will be expected to advise and counsel the CEO/Executive Director, the Chief Operating Officer, and the Selma Board of Commissioners in the regular conduct of the affairs of the Selma Housing Authority, which includes telephone and office conferences, writing incidental correspondence, preparing ordinary legal documents, rendering opinions on legal issues and related services. “Regular conduct” includes, but is not limited to: personnel matters, liability exposure, fair housing compliance, bidding and contract award procedures, nondiscrimination compliance, and HUD housing policies.
2. Additionally, counsel will:
 - a. Offer advice, handle, file, and process to judgment, for an estimated 20 rental evictions per year.
 - b. Attend monthly meetings of the SHA Board of Commissioners.
 - c. As requested by the SHA, perform extraordinary legal services such as court appearances, representation at hearings, lawsuits and other extraordinary services for a flat hourly fee mutually agreed upon in advance, and stated in an “Agreement for Legal Services.”
 - d. Provide itemized billing for legal services provided.

B. The selected attorney or law firm will be expected to provide a range of legal services, including but not limited to:

1. As to Continued Occupancy and Evictions:
 - a. Representation in eviction proceedings of tenants living in SHA Owned Housing Units, Affordable Housing Units, and tenants receiving Section 8 Housing Choice Voucher assistance from SHA.
 - b. Advising on compliance with federal, state, and local housing laws and regulations.
 - c. Preparing and reviewing legal documents related to eviction cases.
 - d. Providing legal counsel on tenant-landlord disputes and other housing-related matters.
 - e. Representing SHA in court and at administrative hearings as needed.
 - f. Advising on best practices to minimize legal risks and ensure fair treatment of tenants.
 - g. Non-Payment of rent cases:
 1. Review of “Notice to Quit” for legal validity.
 2. Client consultation regarding any particular matter(s) presented.
 3. Prepare unlawful detainer pleadings.
 4. File and serve summons and complaint.
 5. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery; performing any necessary research and drafting of court documents, and appearing in court on behalf of SHA.
 6. Perform related tasks as assigned by SHA.
 - h. “For Cause” Cases:
 1. Prepare and serve notices for “For Cause” lease violations.
 2. Prepare unlawful detainer pleading.
 3. File and serve summons and complaint.

4. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery; performing any research and drafting of court documents, and appearing in court on behalf of SHA.
 5. Provide weekly status reports to SHA.
 6. Perform related tasks as assigned by SHA.
 7. Perform all required action for complex unlawful detainer cases and related actions, such as writs and appeals.
 - i. Miscellaneous Related Services:
 1. Timely telephone status reports on progress of evictions.
 2. Pickup and delivery of related paperwork for multiple evictions.
 3. Turnaround time for standard evictions of 60 to 90 days.
 4. Periodic review of SHA property management forms and/or policies, as requested.
2. Other services shall include performing services as legal advisor to the Agency in the following area:
- a. As to Board Meeting attendance at both regularly scheduled and special or called meetings, Counsel shall provide prior review of the Board meeting agendas; compliance with the Alabama Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), Agency policies, procedures, and By-laws; and actions that could potentially put the Agency at risk for liability exposure.
 - b. Regulations pertaining to Federal, Commonwealth, and local government, including housing, real estate, procurement, and contractual issues; Federal and Alabama Landlord-Tenant Law, including forcible entry and detainer actions.
 - c. 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 the Fair Housing Act.
 - d. Employment issues, personnel rules; discrimination and wrongful termination claims; worker's compensation issues, and compliance with OSHA requirements.
 - e. General state law regarding local governments entities, including but not limited to the Tort Claims, Alabama Open Meetings Act, the Alabama Open Records Act, Public Housing Law, procurement regulations and policies, and contract law.
 - f. 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.
3. Other potential service areas shall include performing services as legal advisor to the Agency in the following areas pertaining to Agency-related matters within the following areas, each pertaining to applicable Federal, state, and local regulations, statutes, laws, and codes:
- a. Human resources and labor law;
 - b. Accounting, finance, and related audits;
 - c. Operations, including tenant/landlord law;

- d. Maintenance;
 - e. Development and modernization;
 - f. Information technology;
 - g. Various housing programs including public housing, section 8, and other SHA owned or managed properties;
 - h. Issues relating to U.S. Department of Housing and Urban Development (HUD);
 - i. Real estate, property, and utilities;
 - j. Tenant-related issues, including non-payment and evictions;
 - k. Worker's Compensation claims;
 - l. Procurement law (state, Federal, and HUD), including reviewing various vendor contracts and editing, if necessary, prior to their execution; and
 - m. Any other matter the Agency needs services for, including advice (written and/or verbal) to the Board of Commissioners
4. 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 President/CEO or the COO, it is in the best interests of the Agency to do so.
 5. Please note that this Scope of Work is not intended to be an all-inclusive listing of all the legal issues that SHA may retain the successful applicant to provide, but rather is intended to be a representative listing of issues for which the Agency has previously required services. SHA retains the right to have the successful applicant provide services in any matter that Selma Housing Authority believes the legal firm is qualified to provide.
 6. Additional Legal Counsel. If the successful proposer does not have in-house a 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.
 7. Potential Multiple Awards. The Agency reserves the right to, at any time during the ensuing contract period(s), make additional awards to other firms that have responded to this RFP with a responsible and competitive proposal. Though the Agency reserves the right to make additional awards during the initial contract period (as detailed within the immediate-preceding sentence), the Agency anticipates that it will most likely (but not guaranteed) initially complete award to a firm(s) to provide services that are typically conducted local in the Selma area (i.e., attend Board meetings; address eviction issues; human resource issues; etc.).
 8. As a matter of disclosure, Selma Housing Authority currently has retained counsel under a separate RFP to provide legal services in their RAD and Tax Credit Development programs.
 9. 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 CEO/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

10. Conflicts of Interest. For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Agency.
 - a A conflict occurs when circumstances, known to the Contractor, place the Agency and the Contractor's new client in adverse, hostile, or incompatible positions wherein the interests of the Housing Authority may be jeopardized. Contractor shall promptly notify the Agency in the event that such a conflict occurs.
 - b In the event of such a conflict, Contractor shall meet and confer with the Agency to agree upon modifications of its relationship with said new client or Agency in order to continue to perform services for said client and/or Agency without compromising the interests of either. Should no agreement regarding modification be reached, Selma Housing Authority may terminate this Agreement with Contractor.
 - c When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Agency. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Agency for the benefit of any other client.
 - d Contractor agrees to alert every client for whom consent is required, to the existence of this conflict-of-interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Agency's consent.
 - e This Agreement may be unilaterally and immediately terminated by the Agency if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as an Agency employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.
11. Interest of Member of Congress or Other Associated Persons. No member or delegate to the Congress of the United States of America, Resident Commissioner, or employee of the Authority shall be admitted to any share or part of the executed Contract or to any benefit to arise therefrom, including monetary benefit or personal legal advice.
12. Interest of any other Associated Persons. No member, officer, or employee of SHA, no member of the governing body of the locality in which the work is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Selma Housing Authority.

4. Qualifications

- A. To be considered for this engagement, the attorney or law firm will receive a score for and must meet the following minimum qualifications:
1. **Licensure:** Must be licensed to practice law in the State of Alabama.
 2. **Experience:** A minimum of 10 years of experience in Public Housing, Affordable Housing, and Housing Choice Voucher programs in the State of Alabama.
 3. **Location:** Preferably located within 45 miles of Selma to facilitate accessibility and responsiveness.
 4. **Expertise:** Demonstrated expertise in eviction law and housing regulations, particularly as they pertain to low-income housing programs.

5. Insurance Requirements

- A. Offeror, at its sole cost and expense, shall procure and maintain commercial general liability insurance, including bodily injury, property damage and personal injury at limits of not less than \$1 million per occurrence and \$1 million in the general aggregate combined single-limit coverage on the operation of the Offeror's business. Offeror agrees that said coverage shall remain in force at all times during the continuance of this Agreement and will extend to indemnify SHA and shall specifically name "Selma Housing Authority" as an additional insured. Offeror shall procure an appropriate clause in, or endorsement of each insurance policy pursuant to which the insurance company waives subrogation or waives the right to recover against SHA.
- B. Offeror shall at all times keep its employees insured for statutory workman's compensation and other employee benefits required by all applicable laws and Offeror shall maintain employer's liability insurance for an amount not less than \$1,000,000.00 covering claims and suits by or on behalf of employees and others not otherwise covered by statutory workman's compensation insurance. Offeror agrees that said coverage shall remain in force at all times during the continuance of this Agreement and will extend to indemnify SHA and shall specifically name "Selma Housing Authority" as an additional insured.
- C. Offeror shall at all times maintain Professional Errors and Omissions Liability insurance appropriate to the Offeror's profession in the amount of \$1,000,000.00 per occurrence and \$1 million in the general aggregate.
- D. All insurance required of Offeror under this Agreement shall: (1) contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy; (2) be written as primary policies, not contributing with and not supplemental to the coverage that SHA may carry.
- E. Copies of all insurance coverage and endorsements required under this Agreement shall be delivered promptly to SHA.

- F. SHA makes no representation that the types or amounts of coverage required to be carried by Offeror are adequate to protect Offeror. If Offeror believes that any such insurance coverage is inadequate, Offeror will obtain, at Offeror's sole cost and expense, such additional insurance as Offeror deems appropriate.

6. Proposal Submission Requirements

- A. Proposals should include the following information:
1. **Cover Letter:** A brief introduction of the attorney or firm, including contact information and a statement of interest.
 2. **Experience and Qualifications:** Detailed description of the attorney's or firm's relevant experience and qualifications, including examples of past work in Public Housing, Affordable Housing, and Housing Choice Voucher programs.
 3. **Team Composition:** Information about the key personnel who will be involved in providing the services, including their qualifications and experience.
 4. **Approach and Methodology:** Description of the proposed approach to providing the requested services, including strategies for handling eviction cases, and ensuring compliance with housing regulations.
 5. **Fee Structure:** Detailed explanation of the proposed fee structure, including hourly rates, retainer fees, standard eviction filing, and any other relevant costs.
 6. **References:** Contact information for at least three references from clients for whom similar services have been or are currently provided.
 7. **Term:** The term of service will be 3 consecutive years which includes the remainder of 2025, 2026 and thru the 3-year anniversary of 2027.

7. Other Required Submission Requirements

- A. Proposals shall include the following additional forms:
1. Form HUD-5369-C – Certifications and Representations of Offerors, Non-Construction Contract: This form can be located as Attachment A of this RFP document. This 2-page form must be fully completed, executed where provided thereon and submitted as a part of this proposal.
 2. Written acknowledgment of understanding of form HUD-5369-B – Instructions to Offerors, Non-Construction: This form can be located as Attachment B of this RFP document.
 3. Section 3 Participation Documentation (as required by Attachment C). If not applicable – please state “Not Applicable” on the form.
 4. Form HUD-2992 Certification Regarding Debarment and Suspension

Award will be made to the responsible firm whose proposal is most advantageous to the Selma Housing Authority, based on the combination of the factors above and price considerations. The SHA reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best

interest of SHA. All proposals become the property of and shall be retained by SHA. Any proposal or proposal modification received after the hour and date specified as the deadline will be returned unopened.

8. Evaluation Criteria

- A. Proposals will be scored and evaluated based on the following criteria:
1. **Experience and Expertise (25 Points):** Depth of experience and demonstrated expertise in relevant areas of law.
 2. **Qualifications of Personnel (15 Points):** Credentials and experience of the attorneys who will be working on SHA's cases.
 3. **Approach and Methodology (15 Points):** Quality and feasibility of the proposed approach to providing legal services.
 4. **Fee Structure (25 Points):** Reasonableness and transparency of the proposed fees.
 5. **References (20 Points):** Feedback from references regarding the quality and reliability of the attorney's or firm's services.

9. Submission Deadline

- A. Proposals must be submitted no later than the date and time listed on the first page of this RFP. Late submissions will not be considered.

10. Submission Instructions

- A. Proposals should be submitted electronically in PDF format to:

Email: ccurtis@selmahousing.com

- B. Alternatively, hard copies can be mailed or delivered to:

Cicely Curtis, COO
Selma Housing
Authority
444 Washington Street
Selma, AL 36701

- C. It is the offerors sole responsibility to ensure that the response is received prior the deadline stated in this proposal.

11. Reservation of Rights

1. SHA reserves the right to 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 SHA to be in its best interests and to accept the proposal deemed to be in the best interest of SHA.
2. SHA reserves the right not to award a contract pursuant to this RFP.

3. SHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of SHA's Executive Director.
4. SHA reserves the right to negotiate the fees proposed by the proposer entity.
5. SHA reserves the right to 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.
6. SHA shall have no obligation to compensate any proposer or offeror for any costs incurred in responding to this RFP.
7. SHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
8. SHA reserves the right to negotiate the fees proposed by the proposing entity.

12. AFFIRMATIVE ACTION

Selma Housing Authority is an Equal Opportunity Business Enterprise, which promotes competitive solicitations and does not discriminate on the basis of race, color, religion, creed, national origin, sex, disability, age, or sexual orientation.

SHA encourages minority and women-owned business enterprises to respond to this solicitation. If your firm is minority or women-owned or owned by a disabled person, please state and provide a statistical representation of your work force with your quote.

Selma Housing Authority promotes the employment of its residents and low-income persons in Dallas County by utilizing HUD funds for contracted activities under the Section 3 program. Interested offerors are invited to indicate if they intend to hire any additional staff to assist in any way the delivery of services under an awarded contract, and if so, what measures will be undertaken to attempt to locate and hire qualified low-income persons to fill those positions using best possible effort. If no new positions are to be created under this contract, there is no obligation for the offeror to hire or train individuals under Section 3.

Thank you for your interest in providing legal services to the Selma Housing Authority. We look forward to receiving your proposal.

Sincerely,

Cicely Curtis
Chief Operating Officer
Selma Housing Authority

**Deadline for the submittal is stated on the cover and page 1.
Any changes shall be issued by addenda.**

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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

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

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

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

Attachment “C”

SPECIAL PROPOSAL EVALUATION INSTRUCTIONS FOR SECTION 3 REQUIREMENTS

- A. Section 3 of the Housing and Urban Development Act of 1968, as amended (as implemented at 24 CFR Part 135), requires that Housing Authorities and Agencies receiving HUD funding, to the greatest extent feasible, direct that funding to businesses that provide economic opportunities to low- and very low-income persons. Therefore, all prospective offerors are advised that:
1. Preference shall be given for Section 3 businesses in accordance with category priority ranking below (in descending order of priority). Offerors are responsible for providing all documentation or other information which supports the offeror’s declared business category and must provide additional information if requested. The offeror shall be awarded the number of points corresponding to the business category definition for which the offeror qualifies:
 - a. Category 1 business - 51 percent or more owned by residents of the housing development or developments for which Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of such residents as employees. **5 points.**
 - b. Category 2 business - 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered funding, or whose fulltime, permanent workforce includes 30 percent such residents as employees. **3 points.**
 - c. Category 3 business - HUD Youthbuild programs being carried out in the metropolitan area. or non-metropolitan county, in which the Section 3 covered funding is expended. **2 points.**
 - d. Category 4 business - 51 percent or more owned by Section 3 residents, or whose full-time, permanent workforce includes no less that 30 percent Section 3 residents; or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 businesses. **1 point.**
 2. The acceptability of offeror’s proposed strategy for meeting the “greatest extent feasible” (Section 3 strategy) requirement shall be evaluated in accordance with the Section 3 evaluation factor. Offerors must clearly describe in their proposed strategy how the offeror will comply with the Section 3 training and employment preference, contracting preference, or both. Offerors should not merely affirm that they will comply with the Section requirements or the employment contracting numerical goals. If the offeror decides to submit a strategy, it must be included in the proposal. Section 3 Strategy - The quality of the offeror’s proposed strategy for complying with the Section 3 training and employment and/or contracting “greatest extent feasible” requirements including:

- a. The clarity and detail of the offeror’s proposed strategy;
 - b. The feasibility of the strategy;
 - c. The offeror’s proposed numerical goals for employment and subcontracting;
 - d. The offeror’s proposed strategy to obtain compliance by proposed subcontractors with training, employment, and subcontracting goals; and,
 - e. The offeror’s past and current efforts to provide training and employment opportunities to Section 3 residents and/or subcontracting opportunities to businesses that would be considered Section 3 businesses.
3. 5 percent of the total points available are set aside for evaluation of the items in paragraphs (1) and (2) above.
 4. Any contract award under this Request for Proposals shall be made to the responsible offeror (Section 3 business or other business) whose proposal is most advantageous considering price and all other evaluated factors.

NOTE: A “Section 3 resident” means: 1) a public housing resident; or 2) an individual who resides in the metropolitan area or non-metropolitan county in which the contract will be performed, and who is a low-income or very low-income person in Dallas County. Below are the Income Guidelines for low-income people residing in Dallas County.

Income Limits: 03/06/2015		
Family Size	Low Income 80%	Very Low Income 50%
1	37,050	23,150
2	42,350	26,450
3	47,650	29,750
4	52,900	33,050
5	57,150	35,700
6	61,400	38,350

Housing Authority personnel understand that there may not be bona fide Section 3 contractors qualified to complete the Scope of Work called for in this invitation to bid. The contract will be awarded to the most qualified contractor with the best proposal.

- B. Offerors are advised of the following numerical goals, which have been set by HUD for subcontractors:
 1. At least **10 percent** of the total dollar amount of the proposed contract if the contract is for building, trades work for maintenance, repair, modernization or development.
 2. At least **3 percent** of the total dollar amount of all other contracts.

NOTE: The successful offeror must commit to these numerical goals.

SECTION 3 CERTIFICATION

PROJECT:

1. Company Name:
Address:

2. Year Business Founded:

3. Current Number of employees: Full-Time _____ Part-Time _____

4. Trade or type of business: _____

5. Per "Section 3 Business Ranking Categories" criteria (attached with these Bid documents);
do you think your company is qualified as a Section 3 Business? (Check one)
Yes No
If Yes, please answer the following questions and sign the Certification, if NO, please stop here.

6. Check box of Section 3 category for which your company is qualified.
 Category 1 Business
 Category 2 Business
 Category 3 Business
 Category 4 Business

7. Please explain why your firm is qualified for the Business Category as you indicated above.

8. Please sign the following statement:

As authorized representative of _____(name of company), I certify that I am a qualified Section 3 Business and if I am awarded the bid, I will carry out Section 3 hiring, training, and subcontracting requirements.

(Signature)

(Print Your Name)

(Date)