

## Notice Inviting Proposals for Legal Services

May 3, 2012

The Granite City Housing Authority herewith requests proposals for Legal Services. Qualified applicants are invited to submit four copies of a proposal as described below. Proposals are to be addressed to:

Sharon J. Mathes, Executive Director  
Granite City Housing Authority  
P.O. Box 794,  
Granite City, IL 62040

Proposals must be received no later than May 23, 2012. Proposals will be reviewed, and those firms whose proposals most appropriately meet the Housing Authority's needs will be considered. Thank you for your interest.

*Sharon J. Mathes,*  
Executive Director

## **Introduction**

The Granite City Housing Authority (GCHA) establishes policy and manages the operations of the subsidized public housing in Granite City, IL in accordance with the terms and conditions, as set forth in the Annual Contributions Contract with the United States Department of Housing and Urban Development (HUD). Currently, GCHA owns and operates three affordable housing developments that provide rent assistance to approximately 350 families in Granite City's rental market.

GCHA is soliciting legal services through this Request for Proposals (RFP) from firms with experience providing legal services for public housing authorities.

The Code of Federal Regulations (24 CFR 85.36) of the United States Government requires that the selection of legal counsel for these services be made in accordance with the provisions of said code.

## **Scope of Services**

GCHA requests proposals from qualified legal firms to provide services in all legal matters. GCHA is looking for a firm with experience in the following areas of legal services: housing development and management; real property laws and codes, IL state public employer labor and employment law and federal subsidy programs (i.e. public housing and Section 8 programs). Legal services under the contract which shall be entered into by and between the GCHA and the successful respondent shall include, but not be limited to:

1. Attendance and guidance during any or all Authority Board of Commissioners meetings (regular or special) and other meetings as requested, and supervision, as to legality of the official minutes of the Authority.
2. Conferring with and advising the officers, employees, and members of the Board of Commissioners of the Authority on legal matters and issues when requested.
3. Drafting and/or review of legal documents, papers, contracts, agreements, certifications, resolutions, specifications, bonds, waivers, and such other legal drafting as may be required.
4. Advising and consulting with the Authority on all matters of a legal nature.
5. Appearance for and representation of the Authority, in court, in all litigated matters except as herein otherwise provided.

6. Performance of services necessary in the prosecution of lease terminations.
7. Guidance to the Authority and staff, as well as representation when necessary, regarding personnel actions, policies and procedures, including but not limited to employment compensation hearings, worker compensation claims, employment discrimination claims and equal employment hearings.
8. Guidance to the Authority and staff regarding real estate procedures, as well as the completion of real estate transactions, including the review of utility easements as well as operations of a Land Trust and/or 501c3 organization.
9. Review of employee benefits contracts, including but not limited to pension plan documents, group annuity contracts, group medical insurance contracts, life insurance contracts and disability contracts.
10. Defense of the Authority during litigation arising out of the course of operations of the Authority.
11. Consultation to other attorneys representing the Authority in litigation in which the Authority's liability insurance carrier has retained counsel to represent the Authority and, if needed, appearance in said litigation on behalf of the Authority.
12. Review of Federal guidelines and regulations and advise Authority and staff to the consequence as necessary.
13. Review all potential terminations and make recommendations as to appropriate actions, as well as draft notices of termination.
14. Representation of the Authority on appeals of lower court decisions to the Federal or State Appellate Courts.
15. Approval of the legality of contracts and all payments there under.
16. Handling of all legal questions and matters arising under contracts of the Authority and rendering legal opinions on all matters submitted by the Authority.
17. Review and approval of all documents pertaining to temporary and permanent financing relating to all developments in the Authority inventory.

18. Instituting and bringing to conclusion in court of original jurisdiction, all actions for the recovery of possession of dwelling units or for the collection of rent.
19. Reviewing, advising, and representing the Authority in connection with disputes arising out of the bid process.
20. Reviewing, advising, and representing the Authority with regard to disputes arising out of contracts between the Authority and its vendors.
21. Advising and representing the Authority with regard to issues and claims arising out of construction contracts.
22. Advising and representing the Authority with regard to issues involving the Labor Law.
23. All legal work necessary in connection with the preparation and adoption of the initial management program for each project, including the completion of all resolutions and forms necessary for a complete management program.
24. Preparation, modification and approval of the Authority's dwelling, lease(s).
25. Advice and assistance to the Authority in connection with the tenant grievance hearings, including appearances at hearings if requested.
26. The preparation of all documents relating to the issuance of obligations of the Authority as assistance rendered to special Bond Counsel in the issuance of definite bonds of the Authority and its programs.
27. All legal work in connection with acquisition and/or disposition of real property, including the examination of abstracts of title and the furnishing of a consolidated opinion of title in accordance with local regulations.
28. Advise and assist the Authority in any new programs such as but not limited to establishment of not-for-profit subsidiaries.
29. Advise and assist the Authority on matters subject to the US Federal Fair Housing Act of 1968. (Equal Housing Opportunity).
30. Other legal services as may be requested by the GCHA Board of Commissioners and/or Executive Director.

The selected firm shall at all times guarantee access by the GCHA, HUD, Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

The Respondent shall be required to retain all pertinent records for a period not less than three (3) years after final payment has been made and all pending matters closed.

In submitting a response, the Respondent acknowledges that GCHA shall not compensate the Respondent for any submission or contract negotiation costs, including costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Respondent selected as General Counsel will have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with HUD regulations, GCHA procedures, criteria and requirements, and State and local laws and regulations.

### **Proposal Submission**

Please submit four copies of your proposal no later than 5:00

pm, May 23, 2012

Sharon J. Mathes, Executive Director  
Granite City Housing Authority  
P.O. Box 794  
Granite City, IL 62040

Or:

2517 Nameoki Road  
Granite City, IL 62040

Packages must be marked: Request for Proposal – Legal Services

No changes or corrections will be allowed after proposals are opened. Any questions concerning this Request for Proposals should be directed to the GCHA Executive Director (618.876.0975 ext.101). Proposals received after the deadline will not be considered.

### **Deadline for Written Questions**

Respondents may submit questions in writing to:

Granite City Housing Authority  
P. O. Box 794  
Granite City IL 62040  
Attn: Sharon J. Mathes, Executive Director

or by FAX to (618) 876-8992.

Such written questions must be received by GCHA at the aforementioned address by 3:00 p.m. (C.S.T.) on May 18, 2012.

In order to maintain a fair and impartial competitive process, GCHA can answer questions only in response to written inquiries received within the specified time frame. GCHA must avoid private communication with the prospective Respondents during the evaluation period. The written questions will be the only opportunity for Respondents to ask questions as to form and content.

### **Proposal Content**

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the proposer to undertake the responsibilities of serving as the legal counsel to GCHA.

The proposal should include a transmittal letter that will be considered an integral part thereof, and shall be signed by the individual or individuals authorized to contractually bind the firm.

The following specific information must be included in your proposal:

1. **Statement of Purpose:** A brief narrative describing the services that will be provided, specifically addressing the tasks listed above in Scope of Work.
2. **Geographic Location and Accessibility:** State the full name and address of your organization and, if applicable, the branch office that will perform the work on this project. Thoroughly explain what steps will be taken to enhance accessibility and to minimize potential problems in the areas of availability for meetings, general communications, coordination, supervision and expenses.
3. **Qualifications:** A list showing your firm's direct experience in providing legal counsel to Housing Authorities and other governmental entities during the period from May 2007 to April 2012. Provide an overview of governmental entities that your firm has represented as general counsel or provided substantial support on matters affecting day-today operations.
4. **Key Personnel and Cost:** Who will be "Lead Attorney" and what experience

does he/she have in similar public housing/government representation. Identify other key personnel with your firm who will work on the contract along with their experience. The Authority anticipates entering into an agreement based upon a fee for service. Proposers are required to submit current hourly fees for the "Lead Attorney" and "Associates." Fees for remaining members of the firm shall also be submitted.

5. Diversity of Staffing: It is the policy of the Granite City Housing Authority not to discriminate against an applicant or employee on the basis of race, sex, color, national origin, religion, age handicap, or political affiliation. Please give a brief description and/or profile of your firm's personnel, including breakdown of staff by gender, ethnicity and classification. Classifications shall be broken down as follows: attorneys (partners), attorneys (associates), paralegals, legal secretaries, general clerical and other. This information shall also be provided in the same manner based on the firm's personnel approximately one (1) year prior to the date of this proposal submission date.
6. Minority and Female Business Enterprises (M/WBE) Participation: The Respondent must submit information clearly indicating where, and to what extent, the firm may qualify as a minority and female business enterprises.
7. Section 3 Participation: Pursuant to Section 3 of the HUD Act of 1968, if additional job training, employment, and other economic opportunities are generated by this Initiative, then to the greatest extent feasible, these opportunities must be directed to low-income and very low-income persons. In addition to employment and training opportunities, Section 3 also seeks to benefit public housing residents and other low-income persons.
8. References: Names, titles, addresses, telephone numbers and email addresses of five (5) current or recent past clients that GCHA can contact for reference purposes. Disclosure: Disclose any professional or personal financial interest which could be a possible conflict of interest in representing GCHA.
9. Fees: The proposed compensation for providing the requested services. Note—the fee must be a discreet dollar amount (i.e. it cannot be percentage based). Include a fee schedule with hourly billing rates of proposed staff.
10. Required Certifications and Affidavits

Respondents must complete and submit the following forms, all of which are included herein as Exhibit A or available on-line.

- i.) Instructions to Offerors (Form HUD-5369-B)
- ii.) General Contract Conditions (Form HUD-5370-C)
- iii.) Certification of a Drug-Free Workplace (Form HUD-50070)
- iv.) Certification of Payments to Influence Federal Transactions (Form HUD-50071)
- v.) Form of Non-Collusive Affidavit (GCHA)
- vi.) Section 3 Clause
- vii.) Federal Labor Standards Provisions (Form HUD-4010)
- viii.) Equal Employment Opportunity Certification (Form HUD-92010)

**Evaluation/Acceptance/Rejection**

Proposals will be reviewed by the GCHA Executive Director and Board of Commissioners. GCHA reserves the right to seek additional information and/or clarification from any proposer, the right to reject any and all responses received with or without cause, the right to negotiate with any proposer that submits a response and also to waive any irregularity or informality if deemed to be in the best interest of GCHA.

GCHA specifically may choose other than the lowest cost proposal in order to provide the requisite services under terms and conditions that, in its sole judgment, are deemed to be in the best interest of GCHA.

**Evaluation Criteria**

The proposals will be evaluated using the following weighted criteria:

Evaluation Criteria	Maximum Rating (Points)
Experience with HUD Programs including but not limited to Public Housing and non-profit organizations.	20
Experience with federal, state and local housing laws and regulations.	15
Experience with Illinois and local eviction process for rental housing and in the preparation and litigation of cases	20
Geographic location relative to GCHA.	10
Availability during business hours for questions, assistance and advice to GCHA, attendance at monthly Board Meetings Presentation.	10
Quality of References	15
Hourly rates for service in relation to the scope of services	10

**Mistakes in Proposals**



If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the conditions that follow:

1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
2. The Respondent submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Respondents.

Mistakes after award shall not be corrected unless the GCHA Executive Director makes a written determination that it would be disadvantageous to the GCHA not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the GCHA's Executive Director.

### **Conflicts of Interest**

The Respondent warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual or other interests are such that:

- Award of the contract may result in an unfair competitive advantage; or
- The Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
- The Respondent 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 Executive Director which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. GCHA may, however, terminate the contract if it is in its best interest.
- In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Executive Director, GCHA may terminate the contract for default.
- The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Respondent. The Respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- No member of or delegate to the U.S. Congress or GCHA Board of

Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise there from. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.

- No member, officer, or employee of GCHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the GCHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
- GCHA reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

### **Incurred Costs in Preparing Proposals**

Respondent will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by Respondents will become the property of the GCHA and will not be returned. Legal firms selected for further negotiations, as well as the firm ultimately selected to enter into a contractual agreement with the GCHA, will be responsible for all costs incurred during negotiations.

### **Awards**

A contract shall be awarded in accordance with the terms and conditions of this RFP to the Respondent whose proposal is most advantageous to GCHA considering price, technical and other factors as specified in this RFP. GCHA reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received as the best interest of GCHA.

### **Contract/ Award**

The Contract for Legal Services as requested in this RFP document will be subject to the approval of the GCHA's Board of Commissioners.

This RFP will result in a fixed-fee contract, the terms of which will be negotiated between GCHA and the selected Respondent. The contract shall commence on the date specified therein and shall terminate upon completion of all services required pursuant to the contract unless terminated as provided therein. The term of the contract shall not exceed two years with a one-year renewal option.

### **Miscellaneous**

- Responses should be prepared simply and economically, and should be both straightforward and concise.
- Proposers must be in full compliance with federal, State, County, and local

laws, ordinances, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer shall in no way be cause for relief from responsibility.

- Submit four copies of your response.
- Proposals may NOT be withdrawn for ninety (90) days from the submission deadline date.

### **EXHIBITS Certifications and Affidavits**

1. Instructions to Offerors (Form HUD-5369-B)  
<http://www.hud.gov/offices/adm/hudclips/forms/files/5369-b.pdf>
2. General Contract Conditions (Form HUD-5370-C)  
<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf>
3. Certification of a Drug-Free Workplace (Form HUD-50070)  
<http://www.hud.gov/offices/adm/hudclips/forms/files/50070.pdf>
4. Certification of Payments to Influence Federal Transactions (Form HUD-50071)  
<http://www.hud.gov/offices/adm/hudclips/forms/files/50071.pdf>
5. Form of Non-Collusive Affidavit (GCHA)
6. Section 3 Clause
7. Federal Labor Standards Provisions (Form HUD-4010)  
<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>
8. Equal Employment Opportunity Certification (Form HUD-92010)  
[http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_20607.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_20607.pdf)

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted that attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bid, or to fix any overhead, profit or cost element of the bid price of the other bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed contract and:
5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to, before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**