

REQUEST FOR PROPOSALS
NUMBER LS-2009

FOR

GENERAL LEGAL SERVICES

AUGUST 1, 2009

West Valley Housing Authority
204 SW Walnut Avenue
P. O. Box 467
Dallas, OR 97338

Phone: (503) 623-8387

INTRODUCTION

The Housing Authority and Urban Renewal Agency of Polk County dba West Valley Housing Authority (WVHA) is a public entity that was formed in 1950 to provide federally subsidized housing and housing assistance to low-income families, within Polk County, Oregon. It is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR) and Chapter 456 of the Oregon Revised Statutes (ORS).

Currently, WVHA owns and manages: (a) 378 dwelling units of Public Housing, which include 330 units for elderly/disabled persons and 48 units for families (of which 9 are single-family homes); (b) 9 other dwellings consisting of 4 duplexes and 1 single-family house; and (c) administers a Section 8 Housing Choice Voucher Program of 699 units. WVHA currently has approximately 23 (based upon FTE) employees.

West Valley Housing Authority is now soliciting proposals from qualified law firms to provide general legal services to WVHA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document in its entirety.

RFP INFORMATION AT A GLANCE

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| WVHA CONTACT PERSON | Linda Jennings, Telephone 503/623-8387 Ext. 14, TDD 1-800/735-2900 |
| HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE | <ol style="list-style-type: none"> 1. Access www.wvpha.org. 2. Click on the "Bid Opportunities" icon third from the right side to access the RFP for download. 3. Follow the listed directions for download. 4. If you have any problems in accessing, call WVHA Contact Person above for assistance. |
| HOW TO RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL | <ol style="list-style-type: none"> 1. As instructed within Section 3.65 of the RFP document, submit one original and two copies of your proposal to the WVHA office. |
| PROPOSAL SUBMITAL RETURN & DEADLINE | <p>Monday, August 31, 2009 (Must be received by 4:30PM - WVHA local time)</p> <p>West Valley Housing Authority Office 204 SW Walnut Avenue P. O. Box 467 Dallas, OR 97338</p> |
| ANTICIPATED AWARD & APPROVAL BY WVHA BOARD OF COMMISSIONERS | <p>Wednesday, September 23, 2009</p> <p>West Valley Housing Authority Office 204 SW Walnut Avenue Dallas, OR 97338</p> |

1.0 WVHA'S RESERVATION OF RIGHTS:

- 1.1 The WVHA 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 the WVHA to be in its best interests.
- 1.2 The WVHA reserves the right not to award a contract pursuant to this RFP.
- 1.3 The WVHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 120 days written notice to the successful proposer(s).
- 1.4 The WVHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The WVHA reserves the right to retain all proposals submitted.
- 1.6 The WVHA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The WVHA 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.
- 1.8 The WVHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 The WVHA shall reserve the right to at any time during the RFP or contract process prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.0 GENERAL TERMS AND CONDITIONS OF THE CONTRACT

The contract that will be awarded as a result of this RFP will be based upon the proposal submitted by the successful bidder. WVHA reserves the right to award a contract without further negotiation with the successful bidder or to negotiate contract terms with the selected bidder if the best interests of WVHA would be served. The contract terms contained in Attachment 1 are not intended to be a complete listing of all contract terms, but are provided only to enable the bidder to better evaluate the costs associated with the RFP and the resulting contract. Bidders should plan on the terms located in Attachment 1 being included without material changes in any contract awarded as a result of this RFP. All costs associated with these requirements should be included in the prices quoted by the bidder.

3.0 ADMINISTRATIVE PROCEDURES, PROCUREMENT PROCESS, AND SUBMISSION OF PROPOSALS:

- 3.1 **RFP Coordinator:** The RFP Coordinator, identified below, is the sole point of contract regarding the RFP from the date of issuance through selection of the successful bidder.

Linda Jennings, Executive Director
 West Valley Housing Authority
 204 SW Walnut Avenue
 P. O. Box 467
 Dallas, OR 97338

E-mail: LJennings@wvpha.org; Phone: (503) 623-8387, Extension 14;
 Fax: (503) 623-6907

- 3.2 **Restriction on Communication:** From the date of issuance of this RFP until announcement of the successful bidder, bidders may contact only the RFP Coordinator. The RFP Coordinator will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the RFP Coordinator in accordance with Section 3.3 of this RFP. Bidder representatives shall not contact any West Valley Housing Authority Commissioners or employees to explain, amplify, or discuss submitted proposals with the exception of the RFP Coordinator. In the event that a bidder or someone acting on the bidder's behalf attempts to discuss the RFP orally or in writing with any WVHA Commissioner or employee, other than the RFP Coordinator, the bidder may be disqualified.
- 3.3 **Procurement Timetable:** The dates set forth below are for informational purposes only. WVHA reserves the right to change the dates.

| ACTION | DATE |
|--|---|
| Request for Proposal Issued | August 1, 2009 |
| Deadline for Receipt of Bidder Questions | August 17, 2009 3:00 PM |
| WVHA Issues Response to Bidder Questions | August 24, 2009 |
| Bid Receipt Deadline | August 31, 2009 4:30 PM |
| Bids Evaluated and Scored; Possible Bidder Interviews | September 1, 2009 - September 11, 2009 |
| Announcement of Tentative Award; Contract negotiated and written (Pending WVHA Board Approval of the Contract) | September 14 - 18, 2009 |
| WVHA Board Meeting (Approval of the Contract) | September 23, 2009 |
| Tentative Contract Start Date | October 1, 2009 |

- 3.4 **Submission of, and Responses to, Written Questions:** All inquiries concerning the RFP, including any questions related to the terms and conditions should be made in writing and submitted to the RFP Coordinator at the address noted in Section

- 3.1. Oral inquiries will not be accepted. The RFP Coordinator must receive all inquiries by mail, hand delivery, facsimile, or by e-mail no later than 3:00 P.M. (WVHA local time), on August 17, 2009. WVHA responses to questions and comments will not identify the submitter and will be posted on the WVHA website at www.wvpha.org on or about August 24, 2009.
- 3.5 **Amendment to the Request for Proposal:** WVHA reserves the right to amend the RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an addendum will be provided to all bidders who requested the original RFP or notified the RFP Coordinator of the bidder's intent to respond to the RFP, and will be posted on WVHA's web page at www.wvpha.org. A bidder's response must include acknowledgement of the amendment made to the original RFP, if an amendment was issued.
- 3.6 **Submission of Proposals:** The proposal submitted by a bidder will constitute its unqualified consent to all of the procedures below.
- 3.6.1 The proposal submitted in response to this invitation will be considered the only submission after the due date. Revised proposals will not be permitted after proposals are opened, unless WVHA requests additional or clarifying information. However, prior to the proposal due date, a submitted but unopened proposal may be withdrawn by submitting a written request, signed by the bidder, for its withdrawal to the RFP Coordinator. Once a proposal is opened, it will be considered a firm and binding proposal, and may not be withdrawn from consideration.
- 3.6.2 Proposals facsimiled or electronically mailed to WVHA will not be accepted. It is the bidder's sole responsibility to ensure that the proposal has been received by the deadline. Postmarking by the due date will not substitute for actual receipt. Giving the proposal to a courier or giving the proposal to a one-day delivery service prior to the due date without actual receipt on the day and time specified for receipt of a proposal will not excuse the late delivery of a proposal. Any proposal received after the bid closing time and date will not be considered.
- 3.6.3 In all cases, no verbal communication shall override written communication from WVHA. No person is authorized to amend the specifications in any respect by any oral statement or to make any oral representation or interpretation in conflict with the provisions of the specifications in the RFP or amendments to the RFP.
- 3.6.4 Proposals are to be prepared assuming an effective date for the contract to be October 1, 2009.
- 3.6.5 Sealed proposals clearly identified on the envelope as "General Legal Services Proposal, LS-2009" must be submitted and will be considered only if received by the RFP Coordinator no later than 4:30 P.M. (WVHA local time), August 31, 2009. Late proposals will not be considered. An original and two copies of the proposal must be submitted to:

Linda Jennings, Executive Director, RFP Coordinator
West Valley Housing Authority
204 SW Walnut Avenue
P. O. Box 467
Dallas, OR 97338

- 3.7 Costs of Preparing the Proposal:** Costs incurred for developing a proposal are the sole responsibility of the bidder. There will not be any reimbursement for these costs. If WVHA should determine that bidder interviews are necessary, any costs associated with oral presentations to WVHA will be the responsibility of the bidder and will no way be billable to WVHA. Interviews will be held in Dallas, Oregon.
- 3.8 Waiver of Deficiencies and Nonmaterial Variations:** WVHA reserves the right to waive or permit cure of nonmaterial variances in a proposal provided, however, such waiver will be based on the best interest of WVHA. Nonmaterial variances include minor informalities that do not affect responsiveness; variances that are merely a matter of form or format; variances that do not change the relative standing of other bidders; variances that do not prejudice other bidders; variances that do not change the meaning or scope of the RFP; or, variances that do not reflect a material change in the services.
- Failure to meet the minimum requirements or provide the required information shall not be considered a nonmaterial variation that WVHA can waive or permit cure. In the event WVHA waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the bidder from full compliance with RFP specifications or other contract requirements if the bidder is awarded the contract. The determination of whether a particular matter constitutes a material or nonmaterial variation from the RFP is within the sole discretion of WVHA.
- 3.9 Rejection of Proposals:** At any time prior to the execution of the written contract, WVHA reserves the right to reject any or all bids at its discretion in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interests of WVHA. A proposal will be rejected outright and not evaluated if a bidder fails to deliver its proposal by 4:30 PM, (WVHA local time) on August 31, 2009.
- 3.10 Opening Proposals:** Proposals received will be opened and the bidder name read aloud at 4:30 PM (WVHA local time), August 31, 2009 at the WVHA Office by the RFP Coordinator. Only the names of proposing organizations will be read aloud. No other information will be released at that time. Announcement of the bidder names who submitted proposals is not a guarantee that the proposals otherwise comply with the specifications of the RFP. The proposals will remain confidential until the Evaluation Committee has reviewed all the proposals submitted in response to this RFP and a notice of award is announced.
- 3.11 Copyrights:** By submitting a proposal, the bidder agrees that WVHA may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. By submitting a proposal, the bidder consents to such copying and warrants and represents that such copying will not violate the rights of any third party. WVHA will have the right to use ideas or adaptations of ideas that are presented in the proposals.

3.12 Public Records and Requests for Confidentiality:

3.12.1 All information submitted by a bidder shall be treated as a public record by WVHA unless the bidder properly requests that information be treated as confidential information at the time its proposal is submitted.

3.12.2 Any request for confidential treatment of information must be included in the transmittal letter included with the bidder's proposal. In any such request, the bidder must enumerate the specific grounds under Oregon Law that supports the treatment of materials as confidential and must also explain why disclosure of the information is not in the best interest of the public.

3.12.3 Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identified to the reader where it appears. All copies of the proposal submitted, as well as the original, must be marked in this manner. Identification of the entire proposal as confidential shall be deemed non-responsive and may disqualify the bidder.

3.12.4 The information marked confidential shall be treated as confidential information to the extent such information is determined to be confidential under Oregon Law or other provisions by a court of competent jurisdiction.

3.12.5 In the event WVHA receives a request for information that has been marked confidential, written notice shall be given to the bidder prior to the release of the information to allow the bidder to seek injunctive relief pursuant to Oregon Law.

3.12.6 A bidder's failure to request confidential treatment of material pursuant to this section and the relevant laws will be deemed by WVHA as a waiver of any right to confidentiality that a bidder may have had.

3.13 Proposals Become the Property of WVHA: All proposals become the property of WVHA and will not be returned to the bidder unless all proposals are rejected and no award is made.

3.14 Construction of RFP and Laws and Rules: This RFP is to be construed in light of pertinent legal requirements of the State of Oregon and the procurement requirements for public housing agencies under 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," in particular, 24 CFR 85.36. In accordance with 24 CFR 85.22, the costs of legal services incurred under HUD grants (including those obtained under contract) must be reasonable and necessary. Section 85.22 (b) incorporates the Office of Management and Budget (OMB) Circular A-87, which contains a set of cost principles that public housing agencies must use for determining the allowability of costs they incur under Federal grants and provides

guidance in their use. Contracts for litigation services are also to meet the requirements of the HUD Litigation Handbook 1530.1 REV-5 dated May 18, 2004. Bidders are responsible for ascertaining pertinent legal requirements and restrictions.

- 3.15 Release of Claims:** By submitting a proposal, each bidder agrees that it will not bring any claim or have any cause of action against WVHA based on any misunderstanding concerning the information provided in this RFP or concerning WVHA's failure, negligence or otherwise to provide the bidder with pertinent information as intended by this RFP.
- 3.16 Proposal Duration:** Any submitted proposal shall remain a firm, valid proposal for three (3) months after the proposal due date.
- 3.17 Proposal Evaluation and Award:** Proposals that are submitted on time and comply with requirements of the RFP will be evaluated by the Evaluation Committee. Any contract resulting from this RFP will not necessarily be awarded to the bidder with the lowest price or fees. The contract shall be awarded to the compliant bidder whose proposal best meets the needs of WVHA.
- 3.18 Instructions on Format and Content of Proposals:** These instructions prescribe the format and content of the proposal and are designed to facilitate the submission of a proposal that is easy to understand and evaluate. Failure to adhere to the proposal format may result in the disqualification of the proposal.
- All proposals should be prepared simply and economically providing a direct, concise delineation of the bidder's proposal and qualifications. Proposals must meet the criteria set forth in all sections of this RFP.
 - Proposals should be typed or printed on "8.5 x 11" paper (one side only).
 - All pages of proposals must have consecutive page numbers.
 - An original and two (2) copies must accompany the submission.
 - The bidder must in addition submit one copy of the proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material and to retain as much of the proposal as possible.
 - Proposals must respond to RFP requirements by restating the number and text of the requirement in sequence and providing the response immediately after the restated requirement.
 - All required HUD forms and Attachments must be included in the proposal for the proposal to be valid.
- 3.19 Table of Contents:** All proposals must include a table of contents and appropriate page number references.
- 3.20 Transmittal Letter:** A transmittal letter is required. An individual authorized to legally bind the bidder shall sign the transmittal letter. The letter shall include

the bidder's mailing address, telephone number, fax number, and e-mail address. A request for confidential treatment of information shall be included in the transmittal. Any request for confidential treatment must comply with all the requirements for such requests as provided in Section 3.12 of this RFP. It is not permissible for a bidder to mark an entire proposal as confidential. The absence of a request for confidential treatment shall be construed to mean that no portion of the proposal is requested by the bidder to be kept confidential.

- 3.21 Proposal Certification:** Each bidder will sign and submit with the proposal a certification stating that the contents of the proposal are true and accurate. The substance and form of the proposal certification is included as Attachment 2. The proposal certification must be signed by an individual with authority to legally bind the bidder. Failure to provide the certification required by this section may result in the rejection of the proposal as noncompliant.
- 3.22 Response to Bidder Questionnaire (Section 5):** Each bidder shall provide a response to the questions or provide the requested information as prescribed in Section 5.
- 3.23 Acceptance of Terms and Conditions:** Each bidder shall specifically stipulate that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP, and all attachments. If the bidder objects to any terms or condition, it shall make specific reference to the RFP page and section at issue. Objections or responses that materially alter the RFP shall be deemed non-responsive and may disqualify the bidder.
- 3.24 Certification of Independence and No Conflict of Interest:** Bidder shall sign and submit with the proposal a certification stating that the proposal was developed independently and that no relationship exists, or will exist during the contract period, between bidder and WVHA that interferes with, or might interfere with, fair competition or is, or might be, a conflict of interest. The substance and form of the certification of independence and no conflict of interest is included as Attachment 3. This certification must be signed by an individual with authority to legally bind the bidder in contract. Failure to provide the certification required by this section may result in the rejection of the proposal as noncompliant.
- 3.25 Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion:** Each bidder shall sign and submit with the proposal a certification stating that it or members of its professional or licensed staff, are not presently debarred, suspended, proposed for disbarment, suspension, or discipline, before any court, licensing authority, or administrative law tribunal. Further, the bidder must not be declared ineligible, or voluntarily excluded from providing services or transactions by any federal or state department/agency. The substance and form of the certification regarding disbarment, ineligibility, and voluntary exclusion is included as Attachment 4. This certification must be signed by an individual with authority to legally bind the bidder in contract. Failure to provide the certification required by this section may result in the rejection of the proposal as noncompliant.
- 3.26 Authorization to Release Information:** Each bidder shall sign and submit with the proposal an authorization for the release of information to WVHA. The substance and form of the authorization is included as Attachment 5. This

authorization must be signed by an individual with authority to legally bind the bidder in contract. Failure to provide the authorization required by this section may result in the rejection of the proposal as noncompliant.

- 3.27 **Form HUD-5369-B (8/93), *Instructions to Offerors Non-Construction*:** This Form is attached hereto as Attachment 6 to this RFP document. This 2-page Form is provided and contains pertinent information related to all Non-Construction solicitations.
- 3.28 **Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*:** This Form is attached hereto as Attachment 7 to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted as a part of the proposal submittal.
- 3.29 **Award Process:** An Evaluation Committee will review proposals. The Evaluation Committee will be comprised of members of WVHA Board of Commissioners and WVHA Executive Director, Linda Jennings. The Evaluation Committee will consider all information provided in the proposal when making its recommendation and may consider relevant information from other sources. WVHA will award the contract to the bidder submitting the best proposal that meets the needs of WVHA.
- 3.30 **Verification of Proposal and Contract Negotiation:** The bidders shall meet all applicable contracting requirements imposed by this RFP and Oregon Law. The successful bidder must, within seven (7) to ten (10) days, agree to the terms of the contract and/or negotiate agreeable fees. Failure of the successful bidder to agree to the terms of the contract and/or negotiate agreeable fees within this timeline may be grounds for WVHA to award the contract to the next highest ranked bidder that can also meet WVHA needs. WVHA may also cancel the entire procurement action if necessary.

4.0 SERVICE REQUIREMENTS, SCOPE OF PROPOSAL & TECHNICAL SPECIFICATIONS: WVHA is seeking Proposals from qualified law firms to provide general legal services to WVHA, both routine and non-routine services as detailed below. It is not contemplated under this contract that litigation services will be required, but should they be needed they would be billed and invoiced on a fixed hourly rate as negotiated, agreed upon, and specified in the contract. The initial contract will be for two years, with the possibility of three (3) one year extensions. Contract extensions are at the sole discretion of WVHA, subject to negotiation of acceptable terms, conditions, and fees, and subject to approval of WVHA Board of Commissioners. The scope of services expected to be performed are the following:

4.1 Routine services, compensated through a monthly retainer fee, include:

- Advise all WVHA officials on matters relating to WVHA business;
- As directed, attend all Board of Commissioners meetings;
- Represent (or assist as appropriate) WVHA in tenant eviction proceedings as directed by WVHA Executive Director;
- Assist with preparation of and/or review resolutions, contracts, agreements, leases, deeds and other related documents;
- Monitor current housing authority state and federal legislation and/or litigation;

- Provide legal opinions on matters relating to WVHA activities;
- Participate in the development of staff recommendations for action by the WVHA Board of Commissioners;
- Make recommendations for updating existing resolutions and other policies and practices;
- Represent WVHA in intergovernmental relations as appropriate;
- Maintain appropriate records and files;
- Act as liaison with Bond counsel (if WVHA obtains Bond counsel);
- Act as liaison with WVHA's insurance provider in litigation matters;
- Perform related duties as necessary.

4.2 Non-routine services, compensated through a per hour fee, include:

- Litigation in Circuit Court;
- Proceedings before the Oregon Supreme Court, Court of Appeals, Tax Court, Department of Revenue, Land Use Board of Appeals, and Bankruptcy Court.
- As a member of the management team and employment negotiations for wages, benefits and working conditions or staff support to the WVHA Executive Director on labor relations.

4.3 Minimum Eligibility Requirements: The bidder must meet the following requirements to have its bid considered:

- 4.3.1 Bidder must have five (5) years experience providing similar services to a public agency.
- 4.3.2 Bidder shall have and maintain malpractice insurance through an Oregon admitted insurance company at annual aggregate limits of not less than \$1,000,000. The Oregon State Bar malpractice insurance is acceptable coverage. Bidder shall include documentation of such coverage. WVHA can provide a Certificate of Coverage as evidence of its liability coverage through the Housing Authorities Risk Retention Pool (HARRP) for torts filed against WVHA. It is understood that representation on covered torts is the responsibility of HARRP.
- 4.3.3 Bidder must agree to the HUD-required Addendum to the contract for legal services as shown in Attachment 1.
- 4.3.4 Bidder must agree that any resulting contract will be subject to and interpreted under the laws of Oregon.
- 4.3.5 Bidder must agree that this RFP and the bidder's response will be incorporated by reference to any resulting contract.

5.0 BIDDER QUESTIONNAIRE (Required Proposal Submission)

5.1 General Information About the Bidder:

- 5.1.1 What is your firm's complete name, address, telephone and fax numbers, and e-mail address? Include the name and title of your proposed primary provider of services and the location from which the work will be done.

- 5.1.2 Describe, in narrative form and by providing an organization chart, the ownership structure of your firm giving specific details with regard to any parent or affiliated companies or firms.
 - 5.1.3 Please provide a brief history, going back to inception, of your firm. Within the past five (5) years, have there been any significant developments in your organization such as changes in ownership, restructuring, or personnel reorganizations? Do you anticipate future significant changes in your firm?
 - 5.1.4 Within the last five years has your organization, officers, partners, employees, shareholders, or principals been a party in any litigation or other legal proceedings as a defendant relating to the services provided by your entity? If so, provide an explanation and indicate the current status or disposition.
 - 5.1.5 Please describe the level of coverage for malpractice insurance your firm carries. Is the coverage on a per client basis, or is the dollar figure applied to the firm as a whole? Provide documentation of the malpractice insurance coverage.
 - 5.1.6 Provide biographies of the key individuals who would directly handle WVHA's account should your firm be selected. Specify each individual's role in servicing the WVHA relationship.
 - 5.1.7 List all current partners, principals, and senior staff members along with titles and duties. List the departures in this group over the last three years. For departures indicate the reason for the departure.
 - 5.1.8 State whether the bidder, its officers, partners, principals, agents, or employees, that are expected to perform services under this RFP, have been disciplined, admonished, warned, or had any license, registration, charter, certification, or any similar authorization to engage in a profession suspended or revoked for any reason.
- 5.2 Bidder Experience and References:
- 5.2.1 Please provide a brief narrative identifying whether your firm has provided similar services to any housing authorities or governmental agencies over the past ten (10) years. Provide a list of those clients including the name and contact telephone number and the number of years the client has retained your firm, and the services the client uses or used. State whether WVHA is authorized to contact any of these clients as references.
 - 5.2.2 Please provide a brief explanation of the experience and technical knowledge that your firm has that would demonstrate your firm's pertinent experience relevant to the services requested. Provide a list of the clients including the name and contact telephone number and the number of years the client has retained your firm, and the services the client uses or used. State whether WVHA is authorized to contact any of these clients as references.

- 5.2.3 Please provide a brief narrative outlining the specialized knowledge, capability and abilities that displays your firm's knowledge and understanding of the scope of work to be performed and what resources will be used to provide those services. Be sure to include your firm's approach to performing the services requested.
- 5.2.4 Please describe your firm's experience in construction contract issues.
- 5.2.5 Please describe your firm's experience in employment law issues, including labor relations and negotiations.

5.3 Bidder Cost Proposals:

- 5.3.1 State your monthly retainer fee for routine services, including any revision anticipated for the initial two (2) year contract term.
- 5.3.2 State your hourly rate to be charged for non-routine services, including any revision anticipated for the initial two (2) year contract term.
- 5.3.3 WVHA is agreeable to be responsible for all "out-of-pocket" costs involved in representation for both routine and non-routine matters. "Out-of-Pocket" costs include filing and recording fees, long distance telephone calls, court reporter expenses, process service fees, mileage required outside Polk County, arbitration fees and costs, title company services, fax, postage charges, etc. However, it is expected that major copy work be done at the offices of WVHA by WVHA staff. Mileage is to be billed and paid at the Internal Revenue Service rate.

6.0 PROPOSAL EVALUATION:

- 6.1 Evaluation Criteria: The following criterion will be utilized by WVHA to evaluate each proposal submittal received:
 - 6.1.1 The **COSTS** the bidder proposes to charge the WVHA and the **VALUE** to the WVHA (Value, based on the opinion of the evaluators). **30 points**
 - 6.1.2 The **EXPERIENCE** and **TECHNICAL COMPETENCE** that the bidder displays for the work required, based upon the work history (specifically, providing such services to a housing authority and/or to a local governmental agency--housing authority experience shall have the greatest weight), and the resumes submitted for the staff proposed to perform the work. The **PAST PERFORMANCE** of the bidder on prior work of the same or similar nature, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the WVHA chooses to conduct with such. **30 points**
 - 6.1.3 The **SPECIALIZED KNOWLEDGE, CAPABILITY** and **ABILITY** the bidder displays, in that the proposal submittal shows: (a) a knowledge and understanding of the scope of the work to be performed; (b) the resources, or ability to retain the resources, to provide the scope of the work; (c) a

realistic proposed approach to the performance of the required work; and, in the opinion of the evaluators, the quality of the proposed services. **30 points**

6.1.4 The **OVERALL QUALITY OF THE PROPOSAL SUBMITTED**, based upon the opinion of the evaluators. **10 points**

6.2 Evaluation Method:

6.2.1 Initial Evaluation: Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). The WVHA Evaluation Committee will evaluate each of the proposals submitted in response to this RFP.

6.2.2 Restrictions: Any persons having familial (including in-laws) and/or personal attorney/client relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the WVHA Evaluation Committee.

ATTACHMENT 1: CONTRACT TERMS AND CONDITIONS**LEGAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 2009, by and between the West Valley Housing Authority, hereinafter referred to as "Authority" and _____, hereinafter referred to as "Agency Counsel".

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto and the payments hereinafter to be made, it is hereby agreed as follows:

SECTION A - LEGAL SERVICES

1. As routine services, Agency Counsel will:

- Advise all Authority officials on matters relating to Authority business;
- As directed, attend all Board of Commissioners meetings;
- Represent (or assist as appropriate) the Authority in tenant eviction proceedings as directed by the Authority Executive Director;
- Prepare and/or review ordinances, resolutions, contracts, agreements, leases, deeds and other related documents;
- Monitor current housing authority state and federal legislation and/or litigation;
- Provide legal opinions on matters relating to Authority activities;
- Participate in the development of staff recommendations for action by the Board of Commissioners;
- Make recommendations for updating existing resolutions and other policies and practices;
- Represent the Authority in intergovernmental relations as appropriate;
- Attend Authority executive meetings, if requested;
- Maintain appropriate records and files;
- Act as liaison with Bond counsel;
- Act as liaison with Authority's insurance provider in litigation matters;
- Perform related duties as necessary.

2. As non-routine services, the Agency Counsel will represent the Authority in:

- Litigation in Circuit Court;
- Proceedings before the Oregon Supreme Court, Court of Appeals, Tax Court, Department of Revenue, Land Use Board of Appeals, and Bankruptcy Court.
- As a member of the management team and employment negotiations for wages, benefits and working conditions or staff support to the Authority Executive Director on labor relations.

SECTION B - COMPENSATION

1. Authority shall pay a monthly retainer of \$_____ for routine services and \$_____ per hour for non-routine services.
2. Agency shall be responsible for all out-of-pocket costs involved in Agency Counsel's representation for both routine and non-routine matters. "Out-of-Pocket" costs include filing and recording fees, long distance telephone calls, court reporter expenses, process service fees, mileage outside the county, arbitration fees and costs, title company services, fax, postage charges, etc. Agency Counsel will endeavor to have major copy work done at the offices of Agency by the Agency staff. Mileage will be billed at the Internal Revenue Service rate.

SECTION C - CONFLICTS/OUTSIDE COUNSEL

In the event of a "conflict of interest" that prohibits the Agency Counsel from representing Authority or if outside counsel is needed for any other reason, Agency Counsel will, subject to Authority approval, arrange for outside Counsel. Authority shall be responsible for compensation of outside Counsel.

SECTION D - EFFECTIVE DATE - TERM

This agreement will be effective _____ and shall continue, unless otherwise terminated, through _____ for an initial term of two (2) years. This agreement can be extended for additional terms of one (1) year for up to three (3) additional years at the sole discretion of WVHA and upon acceptable negotiation for monthly retainer fees for routine services and acceptable per hour fees for non-routine services. Any such extension shall be approved and adopted by the full WVHA Board.

SECTION E - INSURANCE

Agency Counsel shall maintain malpractice insurance through an Oregon admitted insurance company at annual aggregate limits of not less than \$1,000,000. The Oregon State Bar malpractice insurance is acceptable coverage. The Housing Authority shall provide Agency Counsel with a Certificate of Coverage as evidence of its liability coverage through Housing Authorities Risk Retention Pool (HARRP) for torts filed against the Housing Authority. It is understood that representation on covered torts is the responsibility of Housing Authorities Risk Retention Pool and Agency Counsel shall not represent the agency without HARRP's permission on each case filed.

SECTION F - EARLY TERMINATION

This agreement shall be terminable by either party and in the event of such election by either party. That party shall give the other party 120 days written notice of the intent to terminate.

SECTION G - HUD REQUIRED ADDENDUM TO ENGAGEMENT AGREEMENT

1. The West Valley Housing Authority (PHA) and [name of legal service individual or firm] (LSP) engaged to provide professional legal services to the PHA in connection with General Legal Services agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. See 24 CFR. §85.42(e)(1).
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to 24 CFR. Part 24.
6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Regional Counsel shall not concur in any proposal to utilize project or program funds to pay the costs of litigation against the United States or any department or agency thereof.

ATTACHMENT 2: PROPOSAL CERTIFICATION

Date:

Linda Jennings, Executive Director
West Valley Housing Authority
204 SW Walnut Avenue
P. O. Box 467
Dallas, OR 97338

RE: Request for Proposal Number LS-2009,
General Legal Services - PROPOSAL CERTIFICATION

Ms. Jennings:

I certify that the contents of the proposal submitted on behalf of _____
Name of Bidder

in response to WVHA Request for Proposal Number LS-2009, General Legal Services, are true and
accurate. I also certify that _____ has not made any knowingly false
Name of Bidder

statements in this proposal.

Sincerely,

Signature

Date

Name

Title

ATTACHMENT 3: CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Date:

Linda Jennings, Executive Director
West Valley Housing Authority
204 SW Walnut Avenue
P. O. Box 467
Dallas, OR 97338

RE: Request for Proposal Number LS-2009,
General Legal Services - CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST

Ms. Jennings:

By submitting a proposal in response to WVHA's Request for Proposal Number LS-2009, General Legal Services, the undersigned certifies the following:

1. The proposal has been developed, without consultation, communication or agreement with any West Valley Housing Authority official, any staff employee who has worked on the development of this RFP, with any person serving as a member of the Evaluation Committee, or any West Valley Housing Authority governing Board member.
2. The proposal has been developed, without consultation, communication or agreement with any other bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law the information found in this proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly to any other bidder.
4. No attempt has been made or will be made by _____
Name of Bidder
to induce any other bidder to submit or not submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between _____ and West Valley Housing Authority (WVHA),
Name of Bidder
WVHA staff, or WVHA governing Board Members that interferes with fair competition.

Sincerely,

Signature

Date

Name

Title

ATTACHMENT 4: CERTIFICATION REGARDING DISBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Date:

Linda Jennings, Executive Director
West Valley Housing Authority
204 SW Walnut Avenue
P. O. Box 467
Dallas, OR 97338

RE: Request for Proposal Number LS-2009,
General Legal Services - CERTIFICATION REGARDING
DISBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION

Ms. Jennings:

By submitting a proposal in response to West Valley Housing Authority's Request for Proposal Number LS-2009, General Legal Services, the undersigned certifies the following:

1. I certify that to the best of my knowledge, _____ and
Name of Bidder
none of its principals, partners, officers, and employees: (a) are not presently disbarred, suspended, proposed for disbarment or discipline, or declared ineligible for a contract, by a federal or state department or agency, including any established courts or administrative tribunals; (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for other criminal or civil charge by a government entity (federal, state, or local) with the commission of any of these offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this proposal had one or more public contracts (federal, state, or local) terminated for cause.

2. This certification is a material representation of fact upon which West Valley Housing Authority has relied when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, West Valley Housing Authority may pursue available remedies including termination of the contract.

Sincerely,

Signature

Date

Name

Title

ATTACHMENT 5: AUTHORIZATION TO RELEASE INFORMATION

Date:

Linda Jennings, Executive Director
West Valley Housing Authority
204 SW Walnut Avenue
P. O. Box 467
Dallas, OR 97338

RE: Request for Proposal Number LS-2009,
General Legal Services - AUTHORIZATION TO RELEASE INFORMATION

Ms. Jennings:

The undersigned hereby authorizes West Valley Housing Authority (WVHA) to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matters pertinent to the evaluation and selection of a successful bidder in response to Request for Proposal Number LS-2009, General Legal Services.

The undersigned hereby releases, acquits, and forever discharges WVHA, its Executive Director, managers, employees, governing Board members, and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by WVHA in the evaluation and selection of a successful bidder in response to Request for Proposal Number LS-2009, General Legal Services.

The undersigned hereby authorizes representatives of WVHA to contact any and all of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the undersigned proposal submitted in response to Request for Proposal Number LS-2009, General Legal Services.

The undersigned further authorizes any and all persons or entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits, and forever discharges any such person or entity, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by WVHA in the evaluation and selection of a successful bidder in response to Request for Proposal Number LS-2009, General Legal Services. A photocopy or facsimile of this signed Authorization is as valid as an original.

Notwithstanding the foregoing, this authorization and release from liability does not extend to granting WVHA authority to receive any information that would constitute a violation of: any legal privilege, attorney ethical obligation, attorney work product, or confidential attorney-client communication that can be claimed by the bidder or entity contacted.

Sincerely,

Signature

Date

Name

Title

ATTACHMENT 6: FORM HUD-5369-B (8/93), INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION (SEE FORM ATTACHED)

ATTACHMENT 7: FORM HUD-5369-C (8/93), CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS, NON-CONSTRUCTION CONTRACT (SEE FORM ATTACHED)

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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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:
