



## Regional Housing Authority

### **Request For Proposals**

RFP 2019-10-07

**Revised 11/19/19**

### LEGAL SERVICES FOR PERSONNEL AND TENANT RELATED SERVICES

Tlingit Haida Regional Housing Authority (THRHA) is requesting proposals from law firms qualified and interested in providing legal assistance and representation as THRHA's corporate counsel for personnel and tenant related services.

#### **Submit Proposals to:**

Tlingit Haida Regional Housing Authority  
Attn: Kenneth Southerland, Director of Administration  
5446 Jenkins Drive  
Juneau, AK 99801

For questions and registration contact:  
Kenneth Southerland, Procurement Coordinator  
907-780-3126  
[ksoutherland@thrha.org](mailto:ksoutherland@thrha.org)

Posting Date:           October 10, 2019  
Reposting Date:       November 19, 2019  
RFP Proposals Due:   December 13, 2019

## I. General Information

THRHA is requesting proposals from qualified law firms with experience in providing human resource (personnel and employment) and tenant ordinance services for housing authorities to serve as THRHA's corporate counsel. Interested and qualified firms who have demonstrable experience with comparable works are invited to submit proposals.

**Responsiveness:** To be considered responsive, Offerors must meet the minimum qualifications and possess sufficient resources to ensure streamlined deliverables and schedules are met.

**Responsibility:** THRHA expects to award to the Offeror whose proposal is responsive, responsible and the most advantageous as determined by THRHA in its sole discretion. In determining responsibility; THRHA reserves the right to request supplementary information to assure prospective contractors have a satisfactory record of performance, are qualified legally to contract with THRHA, and have supplied all necessary information in connection with an inquiry concerning responsibility. Additionally, THRHA reserves the right to require prospective contractors to demonstrate they have the necessary financing, equipment, facilities, expertise, and personnel to perform any areas of the RFP and resulting contract. THRHA reserves the right to request additional supporting documentation in determining responsiveness.

**Preference:** Indian/Native owned firms and Minority and Women owned firms (MBE/WBE) are encouraged to participate. In accordance with 24 CFR 1000.52 and 1003.510, preference points will be given to Indian owned organizations and economic enterprises as described in Part XII Proposal Timeline and Evaluation. Firms that demonstrate extensive experience with Alaskan tribal organizations and housing authorities may receive higher points.

To receive a qualifying preference (e.g. Minority Business / Woman Owned Entity), Offerors must have a valid, current business license and provide evidence to support each preference being requested. Acceptable evidence may consist of any of the following:

- Documentation that verifies the entity is at least 51% Indian Owned and operated; and
- Certification that verifies the entity is MBE / WBE owned

Proposals that do not provide acceptable supporting evidence will not receive a preference. Offerors must provide their documentation with Attachment J, Preference Questionnaire.

## II. Background

Tlingit and Haida Regional Housing Authority is a 501(c)(3) nonprofit corporation and is Southeast Alaska's largest provider of affordable housing. Our mission is to connect Southeast Alaskans with sustainable housing opportunities and innovative financial solutions.

During our more than 40 years as a nonprofit housing authority, THRHA has led and managed hundreds of projects and programs ranging from small awards to large, multi-site programs with state and national significance. To achieve its mission, THRHA partners with federal, state, and other non-profit organizations to implement a diverse array of assistance programs in Southeast Alaska. THRHA has nearly 90 employees, providing guidance and support to over 15 communities through more than a dozen applications and programs.

THRHA has created other companies/entities that are fully controlled by THRHA.

- Haa Yakaawu Financial Corporation (HYFC) was incorporated in the State of Alaska as a Nonprofit Corporation on November 18, 1996. The purpose of this organization is to promote and provide lending services for Southeast Alaska. The Board of Directors of HYFC is appointed by the BOC of THRHA and the two boards are currently identical.
- Yakutat Affordable Rentals, LLC (YAR) was recognized by the State of Alaska as a limited liability company on October 14, 1999. The purpose of this organization is to build and operate a low-income rental housing project in the City of Yakutat financed in part by federal tax credits. THRHA is the general partner of this organization.
- Juneau Affordable Rentals, LLC (JAR) was recognized by the State of Alaska as a limited liability company on December 6, 1999. The purpose of this organization is to build and operate a low-income rental housing project in the City of Juneau financed in part by federal tax credits. THRHA is the general partner of this organization.
- Juneau Affordable Rentals 2, LLC (JAR2) was recognized by the State of Alaska as a limited liability company on April 20, 2004. The purpose of this organization is to build and operate a low-income rental housing project in the City of Juneau financed in part by federal tax credits. THRHA is the general partner of this organization. The limited partner is Wells Fargo Bank.
- Ketchikan Affordable Rentals, LLC (KAR) was recognized by the State of Alaska as a limited liability company on February 2, 2006. The purpose of this organization is to build and operate a low-income rental housing project in the City of Ketchikan financed in part by federal tax credits. THRHA is the general partner of this organization. The limited partner is Wells Fargo Bank.

As a result of our cultural footprint and diverse array of funders, THRHA's legal needs are fundamental. THRHA is seeking a full-service law firm and representative that understands our unique position as a nonprofit and fiscal sponsor against a complex backdrop of liabilities and requirements.

Additional information can be found at [www.regionalhousingauthority.org](http://www.regionalhousingauthority.org)

### **III. Goals, Objectives and Scope of Services**

THRHA is seeking written proposals from a law firm and representative legal counsel to provide and perform personnel and tenant related services.

The selected firm and representative will work directly with THRHA's Chief Executive Officer (CEO), Board of Commissioners, and management team on legal advice, consultation and other assignments. Offerors responding to this RFP should bring a strong network of connections and capability in the legal field with an emphasis on the above objectives.

Firms may propose on more than one category listed below if they feel they can demonstrate a strong response to that category. THRHA, at its sole discretion, may choose to award a single contract to one firm for all services being requested (categories), and reserves the right to award multiple contracts to multiple firms if it is determined to be in the best interest of THRHA.

#### **Personnel and Tenant Services-**

Under the resulting contract, the successful Offeror will provide the following services as they relate to personnel and tenant issues:

- Preparation and Review of Resolutions, Contracts, Leases, and Other documents for legal correctness and acceptability;
- Negotiate said Contracts, Leases, and Other documents upon request;
- Review and Redraft various policies for legal correctness and acceptability;
- Prepare and Review Offer of Hire and Notices of Termination;
- Prepare and Review Tenant Evictions; and
- Prepare and Review Homebuyer Foreclosures.

#### **Legal Services-**

In addition to the above, the successful Offeror will provide the following legal services as they relate to personnel and tenant services under the resulting contract:

- Answer requests for legal opinions verbally and in writing;
- Prepare written legal opinions at the request of the CEO or BOC;
- Answer staff questions by telephone;
- Appear before courts and administrative or government agencies to represent THRHA's interests;
- Work cooperatively with any special legal counsel retained by THRHA for special projects;
- Coordinate with other special counsel, as needed, to assure proper management, coordination and transition of legal issues and information among special counsel;
- Advise on any changes to pertinent laws or practices; and
- Perform other legal services and tasks, as requested.

#### **IV. Prior Experience and Minimum Requirements**

In order to be considered responsive, Offerors (firm, personnel, subcontractors and/or joint ventures) must demonstrate that they meet or exceed the following minimum requirements. Offerors must provide sufficient, detailed information that demonstrates:

- Member of the Alaska Bar Association in good standing. Offerors must provide evidence for **each proposed attorney** in the form of a copy of an active Alaska Bar membership card or certification from the Alaska Bar Association; and
- At least one attorney proposed by the Offeror must have **at least five years of experience** in the active practice of law. Offerors must provide evidence in the form of a resume that clearly shows the requisite experience is met for each proposed personnel. Proof of minimum experience must be demonstrated within your response to **Experience and Qualifications**

An Offeror's failure to demonstrate they meet these minimum requirements may cause the proposal to be determined nonresponsive and rejected. Any changes in personnel from the proposed Project Manager or Project Team Member are subject to the **minimum requirements listed above**. The Project Manager proposed by the Offeror will be the sole point of contact for the full term of the resulting contract.

THRHA reserves the right to disqualify an individual Project Team Member proposed based on their failure to meet the minimum requirements, and still allow the Offeror to proceed in the evaluation process so long as the Offeror has proposed more personnel than just the unqualified member.

In determining responsibility, THRHA reserves the right to request supplementary information to assure prospective Offerors have a satisfactory record of performance and are qualified legally to contract in the State of Alaska. Additionally, THRHA reserves the right to require prospective Offerors to demonstrate they have the necessary financing, equipment, facilities, expertise and personnel.

#### **V. General Contract Specifications**

Under the resulting contract, the following provisions apply:

##### **Responsiveness**

1. Timeliness of response and accessibility to Corporate Counsel and all staff assigned to the contract (e.g. Lead and Support Attorney staff) is of the utmost importance. Accessibility includes; the ability to be readily available, sometimes on short notice, to attend meetings in person or via telephone, as well as be reached promptly by phone, or email.
2. Service response is also of high importance. When THRHA requests legal services, Corporate Counsel is required to provide an estimated time of completion of any project / matter and keep THRHA apprised of any delays or special considerations.

3. The awarded firm will not assign any interest in this contract and will not transfer any interest in the same without the prior written consent of THRHA.

### **Ethics**

1. No employee of THRHA who exercises any responsibilities in the review, approval, or implementation of the proposal or resulting contract(s) may participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person or entity to offer, give or agree to give any THRHA employee or BOC member; or for any THRHA employee or BOC member to solicit, demand, accept or agree to accept from another person / firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the public.
3. The firm will not accept any client or project that places it in a conflict of interest with its representation of THRHA. If such a conflict of interest is subsequently discovered, THRHA must be notified immediately. Failure to disclose this conflict will cause THRHA to determine the awarded firm in default and cancel the contract.

### **VI. General Proposal Information**

The following conditions also apply:

- THRHA, at its sole discretion, reserves the right to; reject any or all proposals, waive irregularities and minor informalities, request additional information, and accept the proposal deemed to be in the best interest of THRHA, whenever such rejection, waiver and award is determined to be in the best interest of THRHA.
- Proposals may be submitted by mail or email (email preferred).
- Proposals may be considered non-responsive and may be rejected if all required documents are not present. A complete proposal consists of all documents listed in Section VII – Technical Proposal.
- A complete proposal must also include a cover letter signed by the Offeror’s official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for 90 days. **An unsigned letter or one signed by an individual not authorized to bind the Offeror will be rejected.**
- The successful Offeror must be an Equal Opportunity Employer.
- All information in the Offeror’s response must be submitted on the RFP attachments provided. Any deviation in format or content will be grounds for finding the proposal nonresponsive and rejected. Accuracy and completeness are essential. The successful response will be incorporated into the resulting contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves

to contractually.

- Proposals received after the deadline will not be accepted. It is neither THRHA's responsibility nor practice, to acknowledge receipt of any proposal. It is the Offeror's responsibility to assure that a proposal is received in a timely manner.
- THRHA will not reimburse any expenses incurred by the Offeror, including, but not limited to; expenses associated with the preparation and submission of the response and/or attendance at interviews (if required).
- THRHA expects all Offerors to consent to the scope of services, general specifications, and all required services of the RFP.
- Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement coordinator **at least five days prior to the deadline set for receipt of proposals**. This will allow time for the issuance of any necessary amendments. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement coordinator, in writing, at least five days prior to the deadline set for receipt of proposals.
- Offerors are only allowed to submit one Technical and one Cost Proposal for the RFP. Any alternate proposals or proposals that offer something other than what is being asked in the RFP will not be accepted and will cause the Offeror's submission to be deemed nonresponsive and rejected. This includes and deviation from the provided attachments in response to the Offeror's Technical and Cost Proposals. Any exceptions / alterations proposed must be submitted in writing to the procurement coordinator **at least five days prior to the deadline set for receipt of proposals**. Determinations will be provided in an amendment and address the questions / exceptions proposed.

**Right of Rejection:** Offerors must comply with all terms of the RFP, THRHA Procurement Policy, and all applicable local, state, federal and tribal laws, codes, and regulations. The Procurement Coordinator may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of THRHA. If an Offeror does so, the Procurement Coordinator may determine the proposal to be a non-responsive, counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other Offers;
- do not change the meaning or scope of the RFP;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision

may be waived by the Procurement Coordinator. THRHA reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror or one whose entity is identified on the System for Award Management (SAM) as having an 'Exclusion'; will be rejected.

**Offeror's Certification:** By signature on the proposal, Offerors certify that they comply with the following:

- Anti-Kickback Act
- Byrd Anti-Lobbying
- Clean Air Act
- Davis-Bacon Act
- Contract Work/Safety Standards
- Energy Policy and Conservation Act
- Equal Employment Opportunity Act and the regulations issued thereunder by the federal government
- Examination of Records by Comptroller General
- Patent Rights
- Retention of Records
- Reporting Requirements
- Rights in Data
- Termination for Convenience
- Termination for Default
- All terms and conditions of this RFP, and
- Condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury

If any Offeror fails to comply with the above, THRHA reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default. THRHA may, at its sole discretion and after the evaluation process, choose not to issue any agreement. THRHA may also, at its sole discretion, choose to issue multiple awards (i.e. to multiple firms) if it is determined to be in the best interest of THRHA.

## **VII. Technical Proposal (Total of 80 Points)**

Offerors must prove their ability in experience, qualifications, management, and service methodology meets the requirements of the RFP.



## **1. Firm Experience and Qualifications (0 to 20 Points)**

Describe how the firm meets the experience and minimum qualifications of the RFP; What resources you have available in order provide the services required; and what unique strengths you have that are relevant to the requirements being requested. Include a brief background of the history of the firm, time in business, any change of ownership, and the total number of attorneys employed.

In addition, please include:

- A statement of the firm's philosophy;
- An overall experience summary of the firm's knowledge in labor law and issues related to non-profits, government funded organizations and tribal organizations;
- The specific experience of the firm in specialized areas, including but not limited to; open meetings, land use, zoning, personnel, tribal laws and regulations, and federal regulations;
- A description of your legal library and research capabilities, with specific emphasis on non-profit organizations, tax exempt organizations, government grants and contracts and related federal regulations;
- The firm's capability to maintain a proposed response time for legal reports and memorandums;
- The firm's facilities (primary and secondary offices) addressing; address, email, fax and phone numbers(s), office space, administrative staff, equipment, overall library and resource materials that are readily available; and
- A description of your malpractice insurance coverage; carrier, limits, and exemptions.

Provide a reference list of three recent clients (within the last five years) who are non-profit organizations, housing authorities, or other tribal organizations. If these clients are not available, other major clients may be submitted. Please include the Client's Name, Service Description, Services Length, Contact Name, Address, and Phone Number.

THRHA may contact any other known clients, whether offered as references or otherwise, to obtain information that will assist THRHA in evaluating this proposal. THRHA retains the right to use reference information to make selection decisions.

Submittal of a proposal is agreement that THRHA may contact and utilize such information.

Offeror must use **Attachment C** to provide responses to the above.

## **2. Personnel Experience and Qualifications of Proposed Team (0 to 20 Points)**

Provide an Organizational Chart of the personnel that meet the experience and minimum qualifications of the RFP that illustrates your organization; from the management responsible for THRHA's account, to all individuals accountable for the execution of each component and deliverable of the RFP, including the lead attorney and the relationship of any assisting attorney(s). Your Organizational Chart can be attached as a separate document in addition to your response to this section (Attachment C).

Identify the current ratio of active accounts processed per attorney.

Provide detailed resumes for all personnel assigned to this contract (Key Personnel) that will be responsible for THRHA's account and will oversee the daily work for services required under the resulting contract. The resumes must include, but not be limited to, the following:

- Name & Title;
- Degree of Education & Credentials;
- Years of Relevant Experience with the organization; and,
- Responsibility with the organization.

Describe how the staff will be adequately maintained when faced with staff turnover or absences over the term of the contract.

Also, provide the overall organization's staff turnover rate for the past three years.

Describe the organization's training program or approach to staff that ensures the quality, and knowledge of the process, services, deliverables, and requirements of the contract are met and will continue throughout the term(s).

In addition, please include:

- The primary contact for the contract (e.g. Lead Attorney), and identify those who would be working in more specialized areas and describe their current principle responsibilities;
- A list of paralegal and specialty attorney(s) or additional resources that would be available through your firm (in addition to the named team) to meet special or unusual needs. Briefly identify each individual, their specialty and resources

Offerors must **use Attachment D** to provide responses to the above.

## **3. Management Plan (0 to 15 Points)**

Provide a comprehensive narrative statement that includes both a high-level overview and details on how the firm will develop and implement a management plan for the account that will be followed in order to meet the quality of services, timelines, and responsibilities required by the RFP.

More specifically, please address the following areas:

- Any potential problem that's foreseen with providing the requested services, and what solution is available to mitigate any issue that may occur; and
- The management plan to ensure adequate communication is maintained and staff are positioned to the account(s) priority;
- Describe how the staff will be adequately maintained when faced with staff turnover or absences over the term of the contract.
- Describe the organization's training program or approach to staff that ensures the quality, and knowledge of the process, services, deliverables, and requirements of the contract are met and will continue throughout the term(s).

Please include:

- The primary contact for the contract (Project Manager), and identify those who would be working in more specialized areas and describe their current principle responsibilities; and
- The firm's strategy for project management that indicates how it intends to coordinate the proposed work with THRHA/Tribe

In addition, THRHA would also like the Offeror to include:

- A statement of how the workload of THRHA will be accommodated and what kind of priority it would be given as it relates to the items identified in the Scope of Work. Offerors should expand upon each item and detail the firm's approach/ability to carry out each activity; and
- A description of the proposed allocation of work between the attorney(s) and support personnel identified / assigned to the contract(s) - (i.e. what work will be done by the Lead Attorney and what work will be handled by junior partners, associates, or paralegals).

Offerors must **use Attachment E** to provide responses to the above.

#### **4. Training and Employment of Indians (0 to 5 Points)**

Offerors must provide a statement regarding the employment and training of Indians per 24 CFR sec. 1000.52(f).

Offerors must **use Attachment F** to provide responses to the above.

#### **5. Cost Proposal (0 to 20 Points)**

The fees proposed by the Offeror are important but are secondary to the experience, service delivery, and other qualifications and capabilities of the firm. The Offeror should provide a cost (fee) that safeguards against excessive incurs for services provided to the

organization.

In response to the Cost Proposal section of the RFP, THRHA would like the Offeror to provide the following details and information to their proposed fee structure:

- A full description of proposed fees, compensation and/or retainers required to secure services
- The Hourly Rate proposed for each individual / position named in the proposal and any staff that will be responsible for THRHA's account

THRHA is also interested in negotiating a flat fee structure for routine work (i.e. recurring legal services) that could be handled via teleconference or otherwise without extensive research or other legal work.

The proposed fee structure(s) referenced above must remain firm for the initial term of the contract; three years. After the initial term, THRHA, at its sole discretion, will have the opportunity to renew the contract for two, additional, one-year terms. At the time of an optional renewal, the Offeror's fee structure(s) may be negotiated for the following year of service. Any proposed increase by the Offeror to any fee associated may not exceed 5% of the original contracted price for that fee (e.g. Lead Attorney); unless, the Offeror can provide evidence that the direct and indirect costs (e.g. Labor, Equipment and Supplies) have increased enough to cover the additional increase.

**Incidentals:** Incidental costs such as telephone, photocopying, and fax are not reimbursable and must be accounted for in your fee structure.

**Reimbursables:** All reimbursable costs (i.e. court filing fees, deposition costs) will be paid at actual expense.

**Travel and Transportation:** Travel and transportation expenses are set at the rates and regulations established and permitted by the United States government's Office of Management and Budget (OMB) Circular 200; in accordance with the Federal Travel Regulation and THRHA Travel Policy.

All travel will be paid at actual expense and invoiced and reimbursed **separately** from the services contract.

Upon completion of review of proposals received, THRHA reserves the right to conduct a "best and final offer" with any Offeror susceptible for award.

Offerors must **use Attachment G** as their Cost Proposal.

## **6. Conflict of Interest Statement**

Offerors must provide a statement that indicates whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently representing other clients who are either in dispute or litigation with THRHA) and, if so, the nature of that conflict.

THRHA reserves the right to consider a proposal non-responsive and reject it or cancel the award, if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. THRHA has the final authority in determining any questions of a conflict of interest.

Offerors must use **Attachment H** as their Conflict of Interest Statement.

## **VIII. Contract Terms and Conditions**

THRHA will be responsible for managing the contract and the relationship with the awarded firm (Contractor). The Contractor will be responsible for managing all contracts and relationships with the subcontractors (if applicable). The Contractor will be required to adhere to all State and Federal provisions that govern the funding of the contract.

THRHA reserves the right to cancel the contract, at its convenience, with 30-days' written notice to the Contractor. THRHA is only liable for payment due from services performed, supplies provided, before the effective date of the termination.

## **IX. License, Bond and Insurance Requirements**

The successful Offeror must include a copy of their business license with their proposal; as well as proof of insurance (Certificate of Insurance) for: workers' compensation, commercial general liability, and commercial automobile liability insurance (if applicable). Prior to contract approval, the successful Offeror must name THRHA as an Additional Insured under their Certificate of Insurance and provide a copy to the Procurement Coordinator.

All licenses and insurance requirements must be current and valid at time of award and remain valid through the duration of the contract and all subsequent extensions or renewals.

The Offeror is required to have the following insurance coverages under the contract:

- **Commercial General Liability:** The Contractor must have a minimum coverage limit of \$300,000 combined single limit per claim covering all business premises and operations used by the Contractor in the performance of services under this agreement.

- Workers' Compensation: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against THRHA.
- Commercial Automobile Liability (if applicable): The Contractor must have a minimum coverage limit of \$300,000 combined single limit per claim covering all vehicles used by the Contractor in the performance of services under this agreement.

In addition to the provisions of the RFP, all terms and conditions of **Appendix A** also apply.

#### **X. Submission Instructions**

- If submitting by email:  
Email proposals to [ksoutherland@thrha.org](mailto:ksoutherland@thrha.org) titled (subject):  
RFP #2019-10-07 THRHA Legal Services w/ **return receipt requested**.
- If submitting by mail:  
Your response must be sealed and delivered to:

Tlingit Haida Regional Housing Authority  
ATTN: Kenneth Southerland  
5446 Jenkins Drive  
Juneau, Alaska 99801

- If submitting by carrier or in-person:  
Your response must be sealed and delivered to:

Tlingit Haida Regional Housing Authority  
ATTN: Kenneth Southerland  
5446 Jenkins Drive  
Juneau, Alaska 99801

#### **XI. Questions**

THRHA encourages inquiries concerning the RFP. All questions must be made via email to [ksoutherland@thrha.org](mailto:ksoutherland@thrha.org).

## XII. Proposal Timeline and Evaluation

### Timeline

THRHA intends to follow the below timeline for review and award of this solicitation:

RFP Issued	10/10/2019
RFP Reissued	11/19/2019
Deadline for Proposals	12/13/2019
Evaluation of Proposals	12/16/2019
Interviews and Additional Questions Conducted	12/16/2019
Legal Firm(s) Selected	12/17/2019
Contract Start Date	01/01/2020

Dates are subject to change at the discretion of THRHA.

### Evaluation

THRHA is committed to a transparent process of award and selection of a legal counsel and representative with the intention to secure the best possible solution(s) for THRHA's ongoing needs while ensuring the best value to our organization.

An evaluation team will review, in detail, all proposals received to determine the best value. Following the initial review and screening of the written proposals, using the selection criteria described below, select Offeror(s) may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional written information as requested by THRHA.

The following evaluation criteria will be utilized to evaluate the proposals by an internal evaluation team. An Offeror can receive a maximum of **100 Points**:

EVALUATION CRITERIA	RATING POINTS
Firm Experience and Qualifications	0 to 20
Personnel Experience and Qualifications of Proposed Team	0 to 20
Management Plan	0 to 15
Cost	0 to 20
Training	0 to 5
MBE/WBE/ <sup>1</sup>	0 or 5
Native Preference to Native Owned Business <sup>2</sup>	0 or 15

Total possible points: 100

<sup>1</sup> Points for MBE/WBE cannot be combined with Native Preference points

<sup>2</sup> To be eligible for Native Preference points, bidders must submit evidence showing Indian Ownership to the Authority's satisfaction.

### **XIII. Notice of Intent to Award**

Once the Successful Offeror is determined, a Notice of Intent to Award will be sent to those respondents who submitted a proposal.

### **XIV. Period of Performance**

The period of performance for this contract is three years from the date of award; with the option to renew for two additional 1-year renewal options to be solely exercised by THRHA.

Unless otherwise stated in this RFP, THRHA and the successful Offeror/Contractor agree: (1) that any holding over of the contract, excluding any exercised renewal options, will be considered a month-to-month extension, and all other terms and conditions will remain in full force and effect; and (2) to provide written notice to the other party of the intent to cancel the month-to-month extension at least 30-days before the desired date of cancellation.

### **XV. Termination**

THRHA reserves the right to cancel the contract, in whole or in part, immediately, in the event the Contractor (or subcontractor) fails to perform the work in accordance with the provisions identified in this RFP.

Either party may terminate the contract with a 30 calendar days' prior written notice.

### **XVI. Attachments**

The following attachments are required to be submitted with your proposal:

- Attachment A: Proposal Checklist
- Attachment B: Proposal Cover Sheet
- Attachment C: Firm Experience and Qualifications
- Attachment D: Personnel Experience and Qualifications
- Attachment E: Management
- Attachment F: Training and Employment of Indians



- Attachment G: Cost Proposal
- Attachment H: Conflict of Interest
- Attachment I: Debarment Certification
- Attachment J: Preference Questionnaire
- Attachment K: Offeror's Copy of Professional Business License
- Attachment L: Offeror's Copy of Insurance



## Appendix A: Contract Provisions Required by Federal Law

The regulatory authority of the contract vests within the provisions set forth by Tlingit Haida Regional Housing Authority (THRHA) and in accordance with Code of Federal Regulations (CFR), and United States Code (USC). These clauses / provisions provided are required by Federal law or regulation pursuant to 24 CFR Part 85.36 and 41 U.S.C. 403(11).

**Additional Services:** THRHA will perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such services will be within the general scope of the contract. The Contractor will provide supporting documentation to support the cost / fees of the additional services.

**Amendments:** The terms of the contract may be modified or amended upon signature of THRHA and the Contractor.

**Contract Adjustments:** Notwithstanding any other term or condition of the contract, any settlement or equitable adjustment due to termination, suspension or delays by the Contractor will be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the contract pricing provisions of 24 CFR 85.36 (f).

**Conflicts of Interest:** Per 24 CFR 85.36(b) and the contract agreement between THRHA and HUD, no employee, officer or agent of THRHA, will participate in selection or in the award or administration of a contract, subcontract or agreement, supported by Federal funds if a conflict of interest, real or apparent, would be involved.

**Copyrights and Rights in Data (Intellectual Properties):** Per 24 CFR 85.36, the Contractor will pay any / all royalties and license fees and will identify any applicable patents to fulfill the requirements of the resulting construction contract. All drawings, specifications, documentations and intellectual properties will become the sole property of THRHA.

**Design Certification:** The Contractor must provide a Design-Professional certification regarding all designs in relation to the project / contract if / when requested by THRHA.

**Disputes:** THRHA and the Contractor agree that any disputes that arise will be handled through negotiation and within the guidelines and authority of THRHA. If disputes cannot be settled through negotiation, THRHA and the Contractor agree to present the dispute to a third-party reviewer for resolution. The decision by third-party reviewer will be final and binding to both parties.

**Employment, Training, and Contracting Opportunities:** Section 3 of the Housing and Urban Development Act of 1968 requires that employment and other economic opportunities generated by HUD assistance or HUD assisted projects will, to the greatest extent feasible, be directed to low and very-low income persons, particularly persons who are recipients of HUD assistance for housing. The Contractor agrees to include a Section 3 clause in every subcontract subject to compliance with 24 CFR 135, and agrees to take appropriate action if the subcontractor is found to be in violation of the regulations.

Noncompliance with any of the aforementioned regulations will result in termination of the contract for default and debarment or suspension from future HUD assisted contracts.

**Termination:** THRHA may terminate the contract for cause or convenience. THRHA will provide a written notice to the Contractor and will remit payment for all services rendered prior to the termination of the contract; provided the Contractor has not been required to remedy any contract issue that has been identified by THRHA.

#### Additional Provisions:

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (“Councils”) as authorized by 41 U.S.C. 1908, shall include administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”



## Regional Housing Authority

### Attachment A – Proposal Checklist

The following documents are required for this solicitation. To be considered responsive, each Attachment and required document(s) must be submitted with your proposal. Please mark a check in the box provided to acknowledge you have submitted each document requested.

REQUIRED DOCUMENTS	DOCUMENT TITLE	INCLUDED?
<b>Attachment – A</b>	Proposal Checklist	<input type="checkbox"/> YES
<b>Attachment – B</b>	Proposal Cover Sheet	<input type="checkbox"/> YES
<b>Attachment – C</b>	Firm Experience and Qualifications	<input type="checkbox"/> YES
<b>Attachment – D</b>	Personnel Experience and Qualifications	<input type="checkbox"/> YES
<b>Attachment – E</b>	Management	<input type="checkbox"/> YES
<b>Attachment – F</b>	Training and Employment of Indians	<input type="checkbox"/> YES
<b>Attachment – G</b>	Cost Proposal	<input type="checkbox"/> YES
<b>Attachment – H</b>	Conflict of Interest Statement	<input type="checkbox"/> YES
<b>Attachment – I</b>	Debarment Certification	<input type="checkbox"/> YES
<b>Attachment – J</b>	Preference Questionnaire	<input type="checkbox"/> YES
<b>Attachment – K</b>	Proof of Professional Business License	<input type="checkbox"/> YES
<b>Attachment – L</b>	Proof of Insurance (COI)	<input type="checkbox"/> YES



**Regional Housing Authority**  
Attachment B – Proposal Cover Sheet

**OFFEROR INFORMATION**

This is the cover page for your proposal. By signing and submitting this attachment, you confirm that you comply with all provisions of the RFP; are a company officer empowered and authorized to bind the company legally and financially, and; if applicable, can provide notice that you qualify as a Minority / Women Owned Business and/or American Indian / Alaska Native Entity.

Failure to sign this attachment and provide the information required will deem your proposal nonresponsive and will be rejected.

**RFP NUMBER:**

2019-10-07

**RFP NAME:**

THRHA LEGAL SERVICES

**RFP NAME:**

**MAILING ADDRESS:**

**TELEPHONE NUMBER:**

**FAX NUMBER:**

**FEDERAL TAX ID #:**

**BUSINESS LICENSE  
NUMBER:**

**CONTACT NAME:**

**TITLE:**

**E-MAIL ADDRESS:**

**ALTERNATE PHONE #:**

BY SIGNATURE ON THIS PAGE, THE OFFEROR HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND SERVES TO BIND THE COMPANY TO THE PROVISIONS OF THE RFP AND RESULTING CONTRACT.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



## Regional Housing Authority

### Attachment C – Firm Experience and Qualifications

**Instructions:** Offerors may use this form to provide a response to Section VII. Offerors are required to limit their response to FIVE PAGES for this section of their proposal. Do not list any cost information on this form.

**Offeror's Response:** Demonstrate you meet the minimum requirements of the RFP and Section VII.

Describe how the organization meets the minimum qualifications and experience requirements identified in the RFP, and Section VII. In order to be found responsive, Offerors must provide enough detail and information that responds to each item requested in this section and questions proposed.



## Attachment D – Personnel Exp. and Qualifications

**Instructions:** Offerors may use this form to provide a response to Section VII. Offerors are required to limit their response to FOUR PAGES for this section of their proposal. Do not list any cost information on this form.

**Offeror's Response:** Demonstrate you meet the minimum requirements of the RFP and Section VII.

Describe how the organization meets the minimum qualifications and experience requirements identified in the RFP, and Section VII. In order to be found responsive, Offerors must provide enough detail and information that responds to each item requested in this section and questions proposed.



## Regional Housing Authority

### Attachment E – Management

**Instructions:** Offerors may use this form to provide a response to Section VII. Offerors are required to limit their response to FOUR PAGES for this section of their proposal. Do not list any cost information on this form.

**Offeror's Response:** Demonstrate you meet the minimum requirements of the RFP and Section VII.

Describe how the organization meets the minimum qualifications and experience requirements identified in the RFP, and Section VII. In order to be found responsive, Offerors must provide enough detail and information that responds to each item requested in this section and questions proposed. Resumes may be attached behind this attachment with your proposal.





## Regional Housing Authority

### Attachment F – Training and Employment of Indians

**Instructions:** Offerors may use this form to provide a statement regarding the employment and training of Indians per 24 CFR sec. 1000.52(f). Offerors are required to limit their response to ONE PAGE for this section of their proposal. Do not list any cost information on this form.

**Offeror's Response:** Provide a statement for Training and Employment of Indians



## Attachment G – Cost Proposal

**OFFEROR'S NAME:** \_\_\_\_\_

**Instructions:** Offerors must provide their proposed fee structure to perform the services required in the RFP and resulting contract.

**Note:** The fees provided in this form will be used for RFP cost evaluation and in the awarded contract.

**Cost Proposal Guidelines:**

Offerors may use their own documentation in response to the RFP's Cost Proposal.

Please print, sign and date this Attachment, and attach your document and required information.

Both this Attachment and your firm's fee schedule must be submitted collectively as your "Cost Proposal."

\_\_\_\_\_  
PRINT NAME & SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



## Regional Housing Authority

### Attachment H – Conflict of Interest Statement

**Instructions:** Offerors may use this form to provide a statement regarding any conflict of interest. Offerors are required to limit their response to ONE PAGE for this section of their proposal. Do not list any cost information on this form.

**Offeror's Response:** Provide a statement for any Conflict of Interest.



## Attachment I – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal, State, Local or Tribal department or agency;
  - b) Have not, within a seven-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Tribal or Local) transaction, contract or subcontract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged a governmental entity (Federal, State, Tribe or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not, within a seven-year period preceding this proposal, had one or more public transactions (Federal, State, Tribal or local) terminated for cause or default.
  - e) Have not, within a seven-year period preceding this proposal, had a civil or criminal judgement rendered against them by a Tribal Court for any offense related to Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firm's status as an Indian contractor.
  - f) Have not, within a seven-year period preceding this proposal, had one or more contracts terminated for default by any Federal, State, Tribal or Local agencies.
- (2) Principals, for the purpose of this certification, means: officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. General Manager; Plant Manager; Head of Subsidiary, division, business segment, or similar positions).

- a) The Offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 13 USC Sec. 1601, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years or both.

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Name & Title of Authorized Representative

Date

--	--

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



## Regional Housing Authority

### Attachment J – Preference Questionnaire

In order to qualify and receive any of the preferences, Offerors must provide supporting documentation with their proposal as well as check “YES” in the form provided. Failure to provide the information requested may determine your preference not applicable.

PREFERENCE FORM	CLAIMING PREFERENCE?
MBE/WBE	<input type="checkbox"/> YES / <input type="checkbox"/> NO
INDIAN OWNED FIRM	<input type="checkbox"/> YES / <input type="checkbox"/> NO