

# *Housing Authority of the City of Hampton*

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## **REQUEST FOR PROPOSALS (RFP)**

**Hampton Housing Authority**

**NO. 2024-20-01**

**Legal Services**

**January 10, 2024 - March 29, 2024**

Hampton HA Board of Commissioners:

Shakia Osbia

Chairperson

Easma Oliver

Commissioner

Shelia Clark

Commissioner

Breanna Ash

Commissioner

Executive Director:

Matana Banks

**Deadline to Submit Questions: Monday, January 10, 2024 ~ 3:00PM**

**Proposal Submittal Deadline: Monday, March 29, 2024 ~ 3:00PM**

**RFP Document**

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## INTRODUCTION

The Hampton Housing Authority (hereinafter, "the Agency") is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within its jurisdictional limits. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the Agency's procurement policy.

Currently, the Agency owns and/or manages: 2 multi-family apartment sites totaling 25 units. The Agency currently has approximately 2 employees.

The mission of the Agency is to efficiently build and maintain desirable, affordable housing for the residents of new resources. We seek to improve quality of life for our employees, residents, and the community by providing employment opportunities, education, training, and ethical, professional service.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals for qualified, licensed and insured entities to provide the above noted legal services to the Agency. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety. Proposals must be submitted in separate sealed envelopes (ex. - RFP- Legal Services for RFP- Legal Services for Hampton Housing Authority).



**RFP INFORMATION AT A GLANCE**

[Table No. 2]

<p><b>AGENCY CONTACT PERSON</b> (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Alisha Brown)</p>	<p>Matana Banks, Executive Director Telephone (770) 946-4039 20 College Street P.O Box 568 Hampton, Georgia 30228</p>
<p><b>PRE-PROPOSAL CONFERENCE</b></p>	<p>NONE SCHEDULED</p>
<p><b>DEADLINE TO SUBMIT QUESTIONS</b></p>	<p><b>Monday, January 10, 2024 ~ 3:00pm</b> Questions may be submitted in writing or by email to hamptonhousingauth@att.net</p>
<p><b>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL</b></p>	<p>As instructed within Section 3.0 of the RFP document, submit 3 copies of your "hard copy" proposal for to the MHA Central Office. There should be an RFP submitted for Hampton HA.</p>
<p><b>PROPOSAL SUBMITAL RETURN &amp; DEADLINE</b></p>	<p><b>Friday March 29, 2024~ 3:00pm</b> Hampton Housing Authority 20 College Street, PO Box 568 Hampton, GA 30228 *(The proposed costs must be entered within the "hard copy" proposal must be received in-hand and time-stamped by the Agency by no later than 2:00 p.m. on this date). *</p>
<p><b>ANTICIPATED APPROVAL BY THE AGENCY BOARD OF COMMISSIONERS</b></p>	<p>For Hampton HA Tuesday, May 21, 2024 (Next Board Meeting) for Hampton HA or TBD (if necessary).</p>



**1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the RFP.** 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 Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer (hereinafter, "Contractor").
- 1.4 Right to Determine Time and Location.** Determine the days, hours and locations that the Contractor shall provide the services called for in this RFP.
- 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the agency Contracting Officer.
- 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 Right to Reject any Proposal.** 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 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Proposer agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking proposals from qualified, licensed and insured entities to provide services that shall include, but are not limited to, the following:

- 2.1 Special Award Conditions pertaining to this RFP.** The Agency reserves the right to, at any time during the ensuing contract period(s), complete award to different firms for the different services we require, especially for our local legal issues and our HUD-related issues. Please see the following Sections 2.2.8 and 3.3.1 herein for more information as to how such potential multiple awards will be accomplished.
- 2.2 General Requirements.** The Agency is seeking proposals from qualified, licensed, and insured entities to provide a wide range of legal services. These services are a necessary supplement to the daily operation of the Agency. The successful proposer

shall be the legal advisor to the Agency Board of Commissioners (BOC) and services include, but are not limited to the following:

- 2.2.1 Review of BOC meeting agendas; compliance with the State of Georgia Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), Agency policies and procedures and By-laws and actions that will put the Agency at risk for liability exposure.
- 2.2.2 Regulations pertaining to Federal, State and local government, including housing, real estate, procurement and contractual issues.
- 2.2.3 Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA).
- 2.2.4 Employment issues, including personnel rules; collective bargaining agreements; discrimination and wrongful termination claims; worker's compensation and compliance with OSHA requirements.
- 2.2.5 The Agency shall retain the right to have the successful proposer provide services in any matter that the Agency believes the legal firm is qualified to provide and if, in the opinion of the ED, it is in the best interests of the Agency to do so.
- 2.2.6 The successful proposer will only be providing work pertaining to legal issues commonly addressed by a legal counsel and the successful proposer will not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.
- 2.2.7 **Potential Service Areas.** As may be further detailed herein, the Agency may, on an as-needed basis, require the successful proposer to provide services pertaining to Agency-related matters within the following areas, each pertaining to applicable Federal, State and local regulations, statutes, laws and codes:
  - 2.2.7.1 Human Resources;
  - 2.2.7.2 Accounting, Finance and related audits;
  - 2.2.7.3 Operations;
  - 2.2.7.4 Maintenance;
  - 2.2.7.5 Development and Modernization;
  - 2.2.7.6 Information Technology;
  - 2.2.7.7 Public Housing Programs;
  - 2.2.7.8 U.S. Department of Housing and Urban Development (HUD);



2.2.7.9 Real Estate and Tax Credit; and

2.2.7.10 Any other matter the Agency needs services for.

**2.2.8 Preceding Listed Services not All-inclusive.** Please note that the preceding is not intended to be an all-inclusive listing of all of the legal issues that the Agency may retain the successful proposer to provide, but is intended to be a representative listing of issues that the Agency has previously required such services for.

**2.2.8.1 Additional Legal Counsel.** Except in cases of emergency, if the successful proposer does not have in-house a qualified person to provide any services required by the Agency, the successful proposer may retain another counsel who has such qualified person. Such retention must have the prior written approval of the Agency. Any billing/payment for such additional counsel will be at the same hourly rate listed within the contract (meaning, the successful proposer may not add-on an additional amount to the contracted hourly fee for retaining and overseeing such additional counsel). As the Agency will contract with the successful proposer only, all ensuing payments for any contracted matter will be made by the Agency to the successful proposer only, except at the direction of the Board.

**2.2.8.2 Potential Multiple Awards.** The Agency reserves the right to, at any time during the ensuing contract period(s), make an additional award to another firm that has responded to this RFP with a proposal submittal. Though the Agency reserves the right to make additional awards during the initial contract period (as detailed within the immediate preceding sentence), the Agency anticipates that it will most likely (but not guaranteed) initially complete award to a firm to provide services that are typically conducted within the agency's jurisdiction (e.g. attend Board meetings; address eviction issues; human resource issues; etc.). Awards to additional firms during the contract period(s) may include services pertaining to, but not limited to, Tax-credit Development, Bond Financing, Rental Assistance Demonstration (RAD) or HUD.

**2.2.8.3 Potential Additional Competitive Solicitations.** The Agency reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the Board, it is in the best interests of the Agency to do so. Accordingly, the legal counsel retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.

**3.0 PROPOSAL FORMAT.**

**3.1 Tabbed Proposal Submittal.** The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	<b>Form of Proposal.</b> This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	<b>Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i></b> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	<b>Proposed Services.</b> As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s Demonstrated Understanding of the Agency’s Requirements.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer’s Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the proposer’s proposed Work Plan to provide the required services.
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).



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3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer’s Demonstrated Experience in performing similar work and the proposer’s Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored.
3.1.4.6		The proposed quality control program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of submission of such reports (i.e. written; fax; internet; etc.).
3.1.4.8		A complete description of the products and services the firms provides.
3.1.5	5	<b>Managerial Capacity/Financial Viability.</b> The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer’s qualifications to provide the services; a description of the background and current organization of the firm.
3.1.6	6	<b>Client Information.</b> The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client’s name;
3.1.6.2		The client’s contact name;
3.1.6.3		The client’s telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided.
3.1.7	7	<b>Equal Employment Opportunity/Supplier Diversity.</b> If applicable, the bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
3.1.8	8	<b>Subcontractor/Joint Venture Information (Optional Item).</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.

3.1.9	9	<b>Section 3 Business Preference Documentation (Optional Item).</b> For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	10	<b>Other Information (Optional Item).</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.11		<b>No Information Placed under a Tab.</b> If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
3.1.12		<b>Proposal Submittal Binding Method.</b> It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition.

**3.2 Entry of Proposed Fees.** The proposed fees or costs shall be submitted by the proposer and received by the Agency within the 10-tab "hard copy" proposal submittal detailed within Section 3.0—any proposer that does not do so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying not specifically agreed to by the Agency; etc.

[Table No. 4]

RFP Section	Item No.	Qty	U/M	Description
3.2.1	1	200	Hours	Partner (Per Hour), including clerical
3.2.2	2	100	Hours	Associate (Per Hour), including clerical
3.2.3	3	50	Hours	Paralegal (Per Hour), including clerical
3.2.4	4	5,000	Each	<b>Reimbursable Copy Costs.</b> The successful proposer shall be responsible for paying for all typical copying costs necessary to provide the services on an hourly basis. However, in some cases, the Agency may require the Contractor to copy certain documents in a quantity greater than required by the requirements within the preceding sentence. Such copying must have the prior written approval of the Agency and will be reimbursed to the Contractor by the Agency at the rate proposed.
3.2.5	5	10	Days	Daily Per Diem
3.2.6	6	2	Each	Round-trip Travel Costs
3.2.7	7	2,000	Miles	Potential Mileage

**3.3 Additional Information Pertaining to the Pricing Items.**

**3.3.1** All quantities entered by the Agency herein (especially within the immediate preceding Table No. 4) and within the corresponding Pricing Items within the noted Internet System are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the Agency requires. Please note the immediate following exception to the aforementioned "Requirements Contract" language.

**3.3.1.1 Exception to 3.3.1.** Though the Agency anticipates that it will make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

**3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

**3.3.2 Potential Travel Costs.** The Agency understands that different portions of the work ensuing from award of the contract will either: (a) be performed by local firms that have no need to charge travel costs; or (b) be performed remotely (e.g. not on-site at the Agency) which the travel costs will not apply to; or (c) will be performed on-site at the Agency by firms that may not be local to the Agency ("not local," meaning, the firm does not have staff based within the general area of McDonough, GA and Hampton, GA. When the Agency requires (and approves) a Contractor that is "not local" to travel to perform the work (most typically, on-site at the Agency), the Agency will reimburse the Contractor for such costs at-cost (meaning, the Contractor will submit copies of receipts to be reimbursed). Pricing Items No. 5-7 within the preceding Table No. 4 have been included to calculate these potential costs as a part of each proposer's offer. It is anticipated that firms local to McDonough, GA and Hampton, GA will not enter any costs for these items (but will instead enter a "No Charge"); however, if such firms

choose to enter costs for these items, the costs will stand as entered and will be calculated as a part of the cost proposal related to Evaluation Factor No. 1 detailed within the following Table No. 6 herein.

**3.3.2.1 Pertaining to Pricing Item No. 5, Daily Per Diem.** This proposed cost shall include the cost of all lodging, local transportation, meals, incidentals, etc., that the Contractor will need to be on-site at the Agency (when directed by the Agency).

**3.3.2.2 Pertaining to Pricing Item No. 6, Round-trip Travel Costs.** This proposed cost shall include the cost of all travel (typically, airfare, but also including local transportation) that the Contractor will need to travel from his/her home base to McDonough, GA and Hampton, GA, to be on-site at the Agency (when directed by the Agency). NOTE: The Agency will NOT pay the Contractor any hourly fees for such travel.

**3.3.2.3 Pertaining to Pricing Item No. 7, Mileage.** It is anticipated that there may be firms that may need to be reimbursed for mileage rather than "Round-trip Travel Costs" detailed within the immediate preceding Section 3.3.2.2 (such as firms that may be located in Atlanta, GA). Proposers may propose any amount they wish, but the Agency will not pay any higher for mileage than the set current IRS rate; however, the rate entered for Pricing Item No. 7 will be utilized to calculate the affect that such may have on the total offer from the proposer (please remember, this is an optional item and the proposer need not enter any cost if the proposer is willing to travel by vehicle to McDonough, GA and Hampton, GA without any additional charge to the Agency).

**3.3.2.3 No Charge Allowed.** Please note that a "No Charge" is allowed for each of Pricing Items No. 5, 6, and 7. This means that a local provider ("local," meaning in the greater Atlanta area) may not need to charge the Agency for these services. A "No Bid" is not allowed because the Agency may require the chosen firm to travel to McDonough, GA and Hampton, GA, GA, to provide services. In any case, if a proposer enters "No Charge" for any of these items, such means that during the entire term of the ensuing contract(s) the provider WILL NOT charge the Agency a fee to provide such services, though the Agency shall retain the right to require the provider to provide the services.

**3.3.3 Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful proposer guarantees, by submitting a proposal, that he/she will hold all proposed costs for a period of 2 years. For the 3<sup>rd</sup>-year contract period, if the successful proposer chooses to not hold or guarantee the originally proposed costs, the Agency will not force the successful proposer to renew the contract at the original pricing but will conduct a new competitive solicitation process, which the successful proposer may respond to (unless otherwise barred by the Agency



for default or poor performance or other similar cause); and the successful proposer may reject such extension by delivery to the Agency of a written notice delivered to the CO at least 120 days prior to the end of the contract period.

**3.3.4 Overtime.** If applicable, and Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall not be less than time and one-half for hours worked in excess of 40 hours per week. The Agency shall consider regular-time to be Monday-Friday (excluding holidays), 8:00am - 5:00pm. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates for Pricing Items Nos. 1-3 for any work the Agency requires the successful proposer to perform specifically during non-regular-time hours (the Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours, only such hours that the Agency gives prior approval for).

**3.3.5 No Retainer.** The Agency will NOT pay any retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual hours worked only.

**3.3.6 IMPORTANT NOTICE!!! Entry of Costs.** Except as provided for otherwise (e.g. a “No Charge” option), proposers must submit, a realistic cost for each and every Pricing Item detailed within the preceding Table No. 4.

**3.3.6.1 Realistic Cost for each Pricing Item.** Each proposer is strongly encouraged to enter a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters \$1.00 per hour for any hourly fee Pricing Item (proposers typically do so in an effort to improve their position in regards to Evaluation Factor No. 1, as detailed within Table No. 4 herein), then the \$1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for each Pricing Item. If, despite this warning, the successful proposer proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill his/her obligation in this matter.

**3.3.6.2 Pricing Items No. 1-3, Partner, Associate, and Paralegal.** If applicable, each proposer must submit a reasonable cost for each service level. For any proposer that does not currently have an Associate or Paralegal in their firm, such proposer still must enter a reasonable cost for those services.

- 3.4 Proposal Submission.** All pricing must be entered and all “hard-copy” proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Hampton Housing Authority  
Attention: Matana Banks  
Executive Director  
20 College Street  
PO Box 568  
Hampton, GA 30228**

The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

- 3.4.1 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By submitting these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

- 3.4.2 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.



**3.5 Proposer's Responsibilities—Contact with the Agency.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who has not abided by this directive.

**3.5.1 Addendums.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

**3.6 Proposer's Responsibilities—Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1** Within 24 CFR 85.36(e) it states:

**3.6.1.1** (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

**3.6.1.2** (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

**3.6.1.3** (2) Affirmative steps shall include:

**3.6.1.3.1** (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

**3.6.1.3.2** (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

**3.6.1.3.3** (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by

small and minority business, and women's business enterprises;

**3.6.1.3.4** (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

**3.6.1.3.5** (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

**3.6.1.3.6** (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

**3.6.2** Within HUD Procurement Handbook 7460.8 REV 2 it states:

**3.6.2.1** Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the McDonough and Hampton Housing Authorities shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in Housing Authority's contracting.

**3.6.2.2** Section 15.5.B, Goals. McDonough and Hampton Housing Authority is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**3.6.3** Within our **Agency Procurement Policy** it states that McDonough and Hampton Housing Authority will:

**3.6.3.1 Assistance to Small and Other Business, Required Efforts:**

**3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

**3.6.3.1.2** Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

3.6.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

3.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.6.4 Requirements.** Accordingly, please see Section 3.1.7 within Table No. 3 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

**3.7 Pre-proposal Conference.** There is not a Pre-proposal Conference scheduled as a part of this RFP.

**3.8 Recap of Attachments.** It is the responsibility of each proposer to verify that he/she has obtained the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

RFP Section	Document No.	Attachment	Attachment Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Form of Proposal
3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Form Submittal Form
3.8.5.1	5.1	D-1	Section 3 Explanation
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	<i>Agency Supplemental Instructions To Proposers &amp; Contractors (SIPC)</i>
3.8.8	8.0	G	Debarment Disclosure Affidavit
3.8.9	9.0	H	Small, Minority, Women-owned Business Concern Representation

4.0 PROPOSAL EVALUATION.

4.1 Evaluation Factors. The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 6]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	20 points	Objective	The <b>PROPOSED COSTS</b> the proposer proposes to charge the Agency.
2	15 points	Subjective (Technical)	The proposer’s <b>DEMONSTRATED UNDERSTANDING</b> of the <b>REQUIREMENT</b> .
3	15 points	Subjective (Technical)	The <b>APPROPRIATENESS</b> of the <b>TECHNICAL APPROACH</b> and the <b>QUALITY</b> of the <b>SERVICES PROPOSED</b> .
4	15 points	Subjective (Technical)	The proposer’s <b>TECHNICAL CAPABILITIES</b> (in terms of personnel) and the <b>MANAGEMENT PLAN</b> (including the ability to provide the services detailed herein).
5	25 points	Subjective (Technical)	The proposer’s <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the proposer’s <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	10 points	Subjective (Technical)	The <b>OVERALL QUALITY</b> and <b>PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators.
	100 points		<b>Total Points (other than preference points)</b>

**4.1.2 Preference Evaluation Factor.** The following factors, where applicable, will be utilized by the CO to evaluate each proposal submittal received:

[Table No. 6a]

<b>NO.</b>	<b>MAX POINT VALUE</b>	<b>FACTOR TYPE</b>	<b>FACTOR DESCRIPTION</b>
7		Objective	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
7a	15 points		<b>Priority I, Category 1a.</b> Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
7b	13 points		<b>Priority II, Category 1b.</b> Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
7c	11 points		<b>Priority III, Category 2a.</b> Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
7d	9 points		<b>Priority IV, Category 2b.</b> Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7e	7 points		<b>Priority V, Category 3.</b> Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
7f	5 points		<b>Priority VI, Category 4a.</b> Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
7g	3 points		<b>Priority VII, Category 4b.</b> Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
7h	15 points		<b>Maximum Available Preference Points (Additional)</b>
	115 points		<b>Total Possible Points</b>



4.2 Evaluation Method

4.2.1 **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

4.2.2 **Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1 Instructions to Evaluators;
- 4.2.2.2 Proposal Tabulation Form;
- 4.2.2.3 Written Narrative Form for each proposer;
- 4.2.2.4 Recap of each proposer’s responsiveness;
- 4.2.2.5 Copy of all pertinent RFP documents.

4.2.3 **Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). Upon final completion of the proposal evaluation process, the CO will forward the completed evaluations to the Board.

4.2.3.1 **Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded--please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 7]

	Points Awarded Range							
	5	10	15	20	25	30	35	50
Excellent	5	10	15	19-20	24-25	29-30	34-35	48-50
Very Good	5	9	14	18	23	27-28	32-33	45-47
Good	4	9	13	17	21-22	25-26	30-31	43-44
Average	4	7-8	12	16	20	24	28-29	40-42
Poor	0-3	0-6	0-11	0-15	0-19	0-23	0-27	0-39

4.2.4 **Potential "Competitive Range" or "Best and Finals" Negotiations.** The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case, within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

4.2.5 **Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically



forwarded by the CO to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

**4.2.5.1 Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

**4.2.5.2 Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

**4.2.6 Notice of Results of Evaluation.** If an award is completed, all proposers will receive Notice of Results of Evaluation. Such notice shall inform all proposers of:

**4.2.6.1** Which proposer received the award;

**4.2.6.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

**4.2.6.3** The cost or financial offers received from each proposer;

**4.2.6.4** Each proposer’s right to a debriefing and to protest.

**4.2.7 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation in the selection process. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the selection process.

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**5.0 CONTRACT AWARD.**

**5.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

**5.1.1** By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer” is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

**5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

**5.2.1 Contract Form.** The Agency will not execute a contract on the Contractor's form -- contracts will only be executed on the Agency's forms, and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

**5.2.1.1 HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

**5.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

**5.2.3 Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 2 years with the option, at the Agency's discretion, of 3 additional one-year option periods, for a maximum total of 5 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide (NOTE: Each of the following insurance coverage shall cover both the Contractor and the temporary employee):
- 5.4.1 Workers Compensation Insurance.** If applicable, an original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
  - 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
  - 5.4.3 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;
  - 5.4.4 Automobile Insurance.** If applicable, an original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
  - 5.4.5 City/County Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of McDonough and Hampton, or any other jurisdiction.
  - 5.4.6 State Business License.** If applicable, a copy of the proposer's license issued by the State of Georgia licensing authority allowing the proposer to provide the services detailed herein.
  - 5.4.7 Profile of Firm Form.** The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH SUBMIT COPIES WITHIN THE PROPOSAL SUBMITTAL--we will garner the necessary certificates from the Contractor prior to contract execution).
- 5.5 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated

proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 10 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Agency shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

**5.6 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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**FORM OF PROPOSAL  
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C (Attachment B)
_____	Tab 3 Profile of Firm Form (Attachment C)
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability, including resumes
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab 9 Section 3 Business Preference Documentation (Optional; Attachment D)
_____	Tab 10 Other Information (Optional)

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES\_\_\_ or NO\_\_\_. If “YES,” pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming?  
\_\_\_\_\_.

**PROPOSER’S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HA discovers that any information entered herein to be false, such shall entitle the HA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HA with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company



## HUD 5369-C Attachment Attachment B

### Certifications and Representations of Offerors

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

#### 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/offerors 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

<b>PROFILE OF FIRM FORM (Attachment C)</b>
--

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed proposal submittal.)

(1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).

(2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Please attached a brief biography/resume of the company, including the following information:  
 (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Caucasian<br>_____% | <input type="checkbox"/> Public-Held<br>Corporation<br>_____% | <input type="checkbox"/> Government<br>Agency<br>_____% | <input type="checkbox"/> Non-Profit<br>Organization<br>_____% |
|--|---|---|---|

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- |  |  |   |   |  |   |   |
|--|--|---|---|--|---|---|
| <input type="checkbox"/> Resident-<br>Owned*<br>_____% | <input type="checkbox"/> African<br>American<br>_____% | <input type="checkbox"/> **Native<br>American<br>_____% | <input type="checkbox"/> Hispanic<br>American<br>_____% | <input type="checkbox"/> Asian/Pacific<br>American<br>_____% | <input type="checkbox"/> Hasidic<br>Jew<br>_____% | <input type="checkbox"/> Asian/Indian<br>American<br>_____% |
|--|--|---|---|--|---|---|

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Woman-Owned<br>(MBE)<br>_____% | <input type="checkbox"/> Woman-Owned<br>(Caucasian)<br>_____% | <input type="checkbox"/> Disabled<br>Veteran<br>_____% | <input type="checkbox"/> Other (Specify):<br>_____% |
|---|---|--|---|

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

## Small, Minority, Women-owned Business Concern Representation

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

- 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 operating in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- Is**  **Is not** a woman-owned business enterprise. “Woman-owned business enterprise, as used in this provision, means a business that is at least 51 percent owned by a woman or women who are US citizens and who control and operate the business.
- Is**  **Is not** a minority business enterprise. “Minority business enterprise,” as used in this provision, means a business which is at least 51 percent owned or controlled 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, please indicate below the minority group, of which you are a member.

\_\_\_\_\_  
Signature and date

\_\_\_\_\_  
Name: Typed or clearly lettered

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Company address

\_\_\_\_\_  
City, state, ZIP

ATTACH TO OFFER

The Housing Authority of the City of Hampton  
Debarment Disclosure Affidavit

General Legal Counsel Service

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared:

\_\_\_\_\_, who, after being first duly sworn, upon oath deposes and says, that the undersigned is an authorized representative of

\_\_\_\_\_, a \_\_\_\_\_  
Legal business name Corporation, partnership, firm or individual

located at \_\_\_\_\_, and, that said proposer or any agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by any government agency.

ATTEST: \_\_\_\_\_  
Legal name of proposer

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission expires on: \_\_\_\_\_

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_ at large.

ATTACH TO OFFER



**REQUEST FOR PROPOSALS (RFP) NO. 2024-20-01, Legal Services**

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The Housing Authority of the City of Hampton  
Debarment Disclosure Affidavit  
General Legal Counsel Service

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared:

\_\_\_\_\_, who, after being first duly sworn, upon oath deposes and says, that the undersigned is an authorized representative of

\_\_\_\_\_, a \_\_\_\_\_  
Legal business name Corporation, partnership, firm or individual

located at \_\_\_\_\_, and, that said proposer or any agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by any government agency.

ATTEST: \_\_\_\_\_

Legal name of proposer

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_ at large.

ATTACH TO OFFER

# REQUEST FOR PROPOSALS (RFP)

Hampton Housing Authority  
NO. 2024-20-01

Legal Services

January 10,2024- March 31 ,2024

## LEGAL NOTICE

The Hampton Housing Authority (HHA) is requesting competitive proposals from qualified, licensed and reputable entities to provide legal services to the Hampton Housing on various matters related to the general business of the Authorities and the management of its different programs.

Interested parties must demonstrate a minimum of five (5) years of experience as a housing authority legal counsel in the State of Georgia and exhibit a broad range of representation in affordable housing related issues.

Request for Proposal (RFP) documents are available in the Executive Director's office of the Hampton Housing Authority, 20 College Street, Hampton, Georgia 30228. Office hours are Monday & Wednesday 8am-12pm & Thursday, 9:00AM – 5:00PM or by contacting Matana Banks at (770) 946-4039. Available for download at [www.hamptonha.org](http://www.hamptonha.org) located under notices and you will see vendors and employment. And can be emailed to [hamptonhousingauth@att.net](mailto:hamptonhousingauth@att.net) attention Matana Banks.

Sealed proposals may be mailed or delivered, in accordance to the instructions contained in the RFP to the Hampton Housing Authority, 20 College Street, Hampton, Georgia 30228, ATTENTION: Matana Banks, by no later than 3:00PM EST on March 31, 2024.

A public bid opening will take place immediately after the deadline at the Hampton Housing Authority's Administrative Office. HHA reserves the right to award in part, to reject any and all proposals in whole or in part, or to waive any technical defects, irregularities and omissions if, in its judgment, the best interests of the housing authority will be served.

HHA IS AN EQUAL OPPORTUNITY EMPLOYER.



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