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RFQ # 20-002 Readvertisement
LEGAL SERVICES/CONSULTING SERVICES FOR
DEVELOPMENT RELATED ACTIVITIES

April 7, 2020

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(3/98)
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1 PROPOSAL DEADLINE

Proposals shall be received until **4:00 p.m., EDST, on Tuesday, April 28, 2020. Proposals should be submitted via email to Bridgette Stephens; bstephens@sha-nc.org. Please put "RFQ 20-002 READVERTISEMENT Response" in the subject line.** Proposals may be submitted prior to the deadline, but no proposal shall be evaluated until after the deadline. No proposals will be accepted after the deadline.

2. STATEMENT OF PURPOSE

The Sanford Housing Authority (hereinafter referred to as the "Housing Authority") is seeking proposals for legal services/consulting services for development related activities. It is the intention of the Housing Authority through this solicitation to enter into a contract with a general counsel that will serve the Housing Authority Board of Commissioners and the Housing Authority Staff in development related capacities. The Housing Authority reserves the right to enter into contracts with attorneys other than the general counsel should it be deemed in its best interest.

The Request for Qualifications (RFQ # 20-002 Readvertisement) for legal services/consulting services for development related activities is restricted to the Housing Authority only and proposals with respect to other agencies or projects shall not be submitted. Proposals are invited from any North Carolina licensed attorney-at-law or law firm which can comply with the objectives of the Housing Authority and with the United States Department of Housing & Urban Development (HUD) Handbook No: 1530.1 Rev-5 Litigation Handbook, Latest Change in effect as of May 18, 2004.

The Housing Authority recently applied for a Rental Assistance Demonstration (RAD) portfolio conversion through the U.S. Department of Housing and Urban Development. The Housing Authority seeks a firm that is experienced with the RAD program, as well as other programs.

3. PROFILE OF SANFORD HOUSING AUTHORITY

- The Housing Authority was created in 1961 as evidenced by a Certificate of Corporation from the Secretary of the State of North Carolina.
- The Housing Authority is a public body corporate and politic governed by a 7 member board appointed by the Mayor and Council of the City of Sanford. (One member is always a public housing resident.)
- The Housing Authority manages approximately 446 Public Housing and Affordable Housing Units and is authorized for 756 Section 8 Vouchers.

- The Housing Authority has a workforce of 24 full- and part-time employees.

Over the years the Housing Authority has been awarded in various funding, including grants. Some of the funding sources include:

- a. ROSS Grant
- b. Capital Funds program and others

For further information on the Housing Authority, visit our Web Page at www.sha-nc.org.

4. SUBMISSION PACKAGE

Respondents shall provide **one electronic copy** of their complete submission package in a PDF Format.

The proposal should be emailed to the following address and contact:

Bridgette Stephens
bstephens@sha-nc.org

The submission package must be signed by an officer of the respondent who is legally authorized to enter into a contractual relationship on behalf of the respondent, and the respondent shall affix the organization's corporate seal to these documents. In the absence of a corporate seal, the submission package shall be notarized.

All proposals shall become the property of the Housing Authority and shall not be returned to the respondents. All costs incurred in the preparation and presentation of proposals shall be the responsibility of the respondent. No proposal may be withdrawn for a period of sixty (60) days after receipt without the consent of the Housing Authority.

5. CONTACT PERSON

All questions concerning this Request for Qualifications Proposal must be submitted in writing via email only to bstephens@sha-nc.org. The deadline for inquiries regarding this proposal is 5:00 p.m., EDST, Monday, April 13, 2020. No questions will be answered after that time. The answers to submitted questions will be answered by way of an addendum. The questions and answers will be posted by 5:00 p.m. EDST on Wednesday, April 15, 2020.

6. SCOPE OF SERVICES

It is the intention of the Housing Authority to enter into an agreement with a qualified law firm to provide legal services on behalf of the Housing Authority at a fixed hourly rate and an alternate bid for Retainer Services and compensation. The Housing Authority will select a general counsel to represent and advise the Housing Authority Board of Commissioners and Staff in the following areas:

1. Real estate, mixed-finance transactions, land use, planning, zoning, private partnering, complex financing, environmental and redevelopment issues, and related matters;
2. State and local government law and legislative issues (*Public Records Act, Open Meetings Law, Local Government Finance Act, Housing Authorities Law*), and related matters;
3. Federal governmental law and legislative issues (*HUD and executive branch rules and regulations, and federal legislation*), and related matters;
4. Public financing, tax exempt and taxable multi-family housing revenue bonds, low income housing tax credit matters and related matters;
5. Taxation issues (federal, state, and local) relating to real property, non-profit corporations, public corporations, real estate development partnerships, and related matters;
6. Legal counsel to Board of Commissioners as requested;
7. Provide written legal opinions with respect to the Housing Authority policies, procedures and transactions as they relate to development related activities;
8. Review and interpretation of contracting (construction, architect/engineering, professional, general services, supplies, etc) and procurement issues (U.S. Department of Housing and Urban Development regulatory advice, solicitation procedures, bid protests, procurement contract development and review) and any related matters as it relates to development related activities;
9. General business issues (corporate formation, partnerships, other commercial transactions) as it relates to development related activities;
10. Legal advice to the Executive Director and Board of Commissioners.
11. Preparation and applications for amendments to the Housing Authority's certificate of public convenience and necessity.

[Planning and Development of Low-Income Housing Programs](#)

To perform upon request all legal services in connection with, and to be responsible for all legal phases of the planning, development, initial occupancy, and financing of all low-rent housing projects to be undertaken by the Housing Authority. Such services shall include but not be limited to those categories listed above of the following:

1. Preparation or review of legal documents and papers; rendition of advice and assistance to the officers and employees of the Housing Authority; consultation with parties having dealings with the Housing Authority; supervision as to legality of the official acts and minutes of the Housing Authority; rendition of legal

opinions on all matters submitted by the Housing Authority including questions regarding conflicts of interest.

2. Preparation of or review of contracts with surveyors, land negotiators, cost estimators, architects, appraisers, and all parties having dealings with the Housing Authority regarding such planning, development, initial occupancy of such projects; review and legal approbation of such contracts and payments thereon; handling of all legal questions and matters arising under such contracts of the Housing Authority.
3. Rendition of advice and assistance to the Housing Authority, and preparation of such documents as may be necessary in connection with exceptions from and variations of zoning, building and inspection ordinances and regulations.
4. Rendition of advice and assistance to the Housing Authority in acquisition of any interest in real property; assist in the preparation of necessary documents regarding such acquisition; approval of title insurance policies; rendition of legal opinions regarding title, liens and encumbrances, and any other matter affecting title or an interest in real property acquired by the Housing Authority.
5. In any project being constructed through the conventional competitive bidding procedures, counsel may provide review of documents relating to the advertisements and award of construction contracts, including the construction contract, specifications and performance and payment bonds.
6. To provide legal services in connection with the leasing or subleasing of property, the entering into of Agreements to lease, and/or options to purchase property.
7. Assist in the review of documents relating to the Housing Authority's authority to issue obligations including notes and bonds of the Authority, and the preparation of documents in the nature of audit letters. Authority understands and agrees that counsel does not possess any special knowledge respecting tax matters relating the issuance of debt, and that such specialized matters may require employment of specialist pursuant to K Payment, Number 14. Employment of Other Counsel, Specialist or Experts.

7. TYPE OF CONTRACT

If a contract is entered into as a result of this RFQ, it will be a standard **professional services** contract. Negotiations may be undertaken with those attorneys-at-law or law firm(s) whose proposals show them to be qualified, responsible and capable of performing the work. The Housing Authority will enter into a contract that is the most advantageous to the Housing Authority, based upon qualifications, price and other factors. The Housing Authority reserves the right to consider modifications to the RFQ

received at any time before the award is made, if such action is in the best interest of the Housing Authority.

8. PERIOD OF PERFORMANCE

The performance period of the contract for legal services entered into as a result hereof shall be for a period of two (2) years commencing upon the Housing Authority's Notice to Proceed, with an option of three (3) additional one (1) year periods for a maximum total of five (5) years, based on satisfactory performance and mutual consent.

9. PROPOSAL CRITERIA

Finalist Evaluation Criteria: The Housing Authority may conduct oral interviews with the finalists who have been selected as a result of this RFQ. The written documentation shall represent 50% of the evaluation and the oral interview shall represent 50% if an interview is conducted. The oral interview will begin with a presentation by the respondent that gives an overview of the team's qualifications as an outside counsel. Additionally, the oral interview will consist of four (4) questions whose value is assigned below. These questions should be addressed after the opening presentation and members of the Selection Team may ask additional questions as follow-up to the assigned questions in order to better understand the respondent's presentation or oral answer. And finally, the oral interview will consist of any follow-up questions the Selection Team may have of the respondent's written submission. These follow-up questions are intended to clarify the written submission. The finalists in the selection process may be asked to participate in an oral interview in Sanford, NC.

ORAL CRITERIA (if used)

Questions worth a total 100 points

1. Oral Presentation, thirty minute limit for presentation. (35 Points)
2. Is any attorney in your firm currently representing, or in the last two (2) years has represented, an SHA public housing resident or Section 8 participant in a legal matter that was in conflict with the Housing Authority's interest in that matter? If so, please state the nature of each such legal matter. "No" = (20 points), "Yes" = (0 points)
3. If selected as General Counsel, you will be required to represent and advise the Board of Commissioners and the Staff. Assume that a question arises regarding the general operation of the Housing Authority and this results in a major difference of

opinion between the Board of Commissioners and Housing Authority Staff. What course of action would you take to resolve this management conflict? (20 points)

4. Are you a member of the Housing Development Law Institute (“HDLI”), which is a national organization of attorneys who represent housing authorities across the country? HDLI sponsors two (2) CLE programs during the year. Attendance at these programs is very beneficial in keeping abreast of regulations and issues in federal housing programs. If you are selected as the General Counsel, would you be willing to: 1) join this national organization, if not already a member; 2) regularly attend the two CLE programs; and 3) waive all hourly fees and expenses associated with joining HDLI and attending the CLE programs. If your answer to any part of this question is “No,” why not? (10 points)
5. Additional questions as determined by the selection panel during oral interview. (15 points)

WRITTEN CRITERIA

A. BACKGROUND INFORMATION

Provide a description of your firm including the following information: date firm established, areas of practice, number of attorneys, total number of employees, and office location(s).

B. FACTORS FOR CONSIDERATION IN THE SELECTION PROCESS

The Housing Authority has established certain criteria that will be considered in the process of selecting a firm or individual attorney as legal counsel. A minimum of five (5) years of experience in the general practice of law is required. Following are the factors for consideration along with their corresponding point value. In the first category, Past Performance on Similar Projects, the total number of points is detailed below. The maximum number of points that a respondent may receive is one hundred (100) points for all the factors for consideration.

1. Past Performance on Similar Projects (50 Points)

List previous experience for each area, state the period(s) of performance, scope of services, fee basis, contact person and telephone number. Past performance with public housing and government representation in the following areas should be specifically identified:

A. Real Estate Development and Finance

- (i). Rental Assistance Demonstration program requirements. **22 Points**

Real estate, mixed-finance transactions, land use, planning, zoning, private partnering, complex financing and redevelopment issues and related matters. **10 Points**

- (ii). Public financing, tax exempt and taxable multi-family housing revenue bonds, low income housing tax credit matters and related matters. **10 Points**

- (iii). Taxation issues (federal, state, and local) relating to real property, non-profit corporations, public corporations, real estate development partnerships, and related matters. **1 Point**

- (iv). Acquisition and disposition of property in conformity with local, state, and federal regulations. **2 Points**

- (v). Environmental issues and related matters. **1 Point**

B. Representation of Public Entity

- (i). Provide written legal opinions with respect to the Housing Authority policies, procedures, and transactions and they relate to development activities. **1 Point**

D. General Experience

- (i). Contracting (construction, architect/engineering, professional, general services, supplies, etc) and procurement issues (U.S. Department of Housing and Urban Development regulatory advice, solicitation procedures, protests) and any related matters. **2 Points**
- (ii). General business issues (corporate formation, partnerships, other commercial transactions). **1 Point**

2. Management and/Work Plan

(10 Points)

Describe your firm's technical plan for accomplishing all elements of the Scope of Services. The proposed methodology should demonstrate an understanding of the required services and provide evidence of the attorney's ability to carry out the project. Include a statement of your ability to provide specific detailed statements concerning the nature and date(s) of legal services rendered and an itemization of all expenses.

Indicate which tasks will be performed by the lead attorney and which will be performed by others. Any proposed subcontractors must be identified in the plan and will be required to satisfy all requirements of this solicitation. Indicate the efforts you will make to minimize legal costs such as delegating work to associates or paralegals.

3. *Lead Attorney and Key Personnel* (25 Points)

Identify the lead attorney and his/her experience in the areas defined in the Scope of Services. Identify other key personnel with your firm who will work on the contract along with their experience. Experience with public housing/government representation should be specifically identified.

4. *Section 3 Plan* (15 Points)

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project. For the purpose of training and employment, the Section 3 area is the metropolitan area or non-metropolitan county in which the project is located.

ALTERNATE PROPOSAL: Retainer Services and Compensation:

In preparing your proposal: Provide an annual rate with a monthly billing. Explain in detail what the monthly retainer will cover. State your hourly rates above the retainer; in your proposal include the listing of services and cost.

C. **FORMS TO BE SUBMITTED WITH PROPOSAL**

1. Solicitation Cover Sheet
2. Form of Bid

3. Contractor References
4. Non-Collusive Affidavit
5. Affidavit of Non-Default
6. HUD Form 5369-C Certifications and Representations of Offerors Non-Construction Contracts (8/93)
7. Certification for a Drug-Free Workplace – HUD-50070 (3/98)
8. Certification Regarding Debarment and Suspension HUD 2992 (3/98)
9. Certification of Payments to Influence Federal Transactions - HUD 50071 (3/98)
10. Disclosure of Lobbying Activities, Standard Form LLL
11. E-Verify

D. HUD FORMS/HANDBOOKS APPLICABLE TO THIS SOLICITATION

1. HUD Handbook No: 1530.1 Rev-5 Litigation Handbook, Latest Change in effect as of May 2, 2004.
2. HUD Form 5369-B Instructions to Offerors – Non-Construction (8/93)
3. HUD Form 5369-C Certifications and Representations of Offerors Non-Construction Contracts (8/93)
4. HUD Form 5370-C General Contract Conditions Non-Construction [Section I](#), (10/2006)
5. PIH 2003-24 Procurement of Legal Services by Public Housing Agencies

Failure to provide any of the proposal criteria may be grounds for considering the respondent as non-responsive.

10. EVALUATION OF RESPONSES

Award of any contract resulting from this solicitation shall be made in accordance with HUD and the Housing Authority procurement regulations. All responses received by the Housing Authority by the time and date specified in this RFP shall be evaluated by a Review Team.

The Housing Authority will select the proposals that are the most advantageous to the Housing Authority based on the evaluation criteria stated herein. The Housing Authority reserves the right to negotiate price and other factors with any or all acceptable proposals.

The Competitive Negotiation Process will be used to select the contract award, beginning with the highest ranked firms. The Housing Authority reserves the right to negotiate a contract with respondents who provide the greatest benefit to the Housing Authority, not necessarily the lowest fees.

The Housing Authority reserves the right to negotiate the final scope of services with all Respondents in the competitive range.

The Housing Authority reserves the right to waive any minor irregularities or technicalities in the proposals received.

The Housing Authority reserves the right to accept or reject any or all proposals, to waive informalities, and to award the contract to other than the low bidder should it be deemed in its best interest.

A. Confidential Information Procedures

Upon receipt at the Procurement Office and the conclusion of the Procurement process to include evaluation and contract award, your Proposal is considered a public record except for material which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal will be reviewed by the Housing Authority’s evaluation committee, as well as other Housing Authority staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked “Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the Housing Authority may reveal any trade secret materials contained in such response to all Housing Authority staff and Housing Authority officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the Housing Authority to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the Housing Authority and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

11. CONTRACTUAL REQUIREMENTS

Contracts issued as a result of this solicitation will incorporate the requirements of this solicitation along with the following standard contract clauses:

A. *INSURANCE*

Before work begins, selected respondent shall procure from a reputable insurance company authorized to do business in the State of North Carolina the following insurance policies which provide (at a minimum) the following coverages:

1. Comprehensive General Liability - Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and a contractual liability endorsement.
2. Workers' Compensation - Coverage to apply to all employees for statutory limits in compliance with the applicable State and Federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit. Coverage is required regardless of any exemptions which might otherwise apply.
3. Business Auto Policy - Not required unless there is a specific relationship to the agreement. If required, the same limits under Comprehensive General Liability shall apply. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
4. Professional Errors and Omissions Liability - Coverage shall have minimum limits of \$1,000,000 per claim and \$3,000,000 aggregate.
5. Fidelity Bond with limits of \$25,000 or more

The Housing Authority is to be included as an Additional Insured on the comprehensive general liability and, if applicable, on the business auto policy. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the entire term of any contract resulting from this solicitation. Renewal certificates shall be sent to the Housing Authority thirty (30) days prior to any expiration date, and the selected respondent's insurer shall give the Housing Authority thirty (30) days prior written notification in the event of cancellation or modification by either selected respondent or its insurer or upon renewal of any coverage required. Selected respondent shall furnish the Housing Authority with a Certificate(s) of Insurance evidencing the coverages required herein before work begins.

It shall be unacceptable for any Certificate of Insurance to contain language or wording to the effect that the insurer shall have no liability for failure to provide the prior notices required herein.

B. INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold the Housing Authority, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence of the contractor, its officers, employees, or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

C. TERMINATION FOR CAUSE

The Housing Authority may suspend or terminate this Agreement and all payments to be made hereunder, upon at least three (3) days prior written notice, for cause. Cause shall include, but not be limited to: (1) misappropriation of funds by Contractor or by any of its officers, employees, or agents; (2) failure by Contractor to comply with any term or condition of this Agreement; (3) falsification by any officer, employee or agent of Contractor of any document or information submitted by Contractor (past or present) in connection with the subject matter of this Agreement; (4) Contractor's bankruptcy, insolvency, assignment for the benefit of creditors, marshaling of assets, or other such events; or (5) occurrences reasonably justifying The Housing Authority's opinion, whether or not subsequently confirmed, that Contractor is or is about to become unable to meet its obligations under this Agreement.

In the event of suspension or termination of this Agreement, Contractor shall remit to the Housing Authority any unexpended balance of payments made to Contractor by the Housing Authority. The Housing Authority's acceptance of Contractor's remittance shall not constitute a waiver of any claim that the Housing Authority might have against Contractor.

D. TERMINATION FOR CONVENIENCE

The contract may be terminated by either party provided that a **thirty (30)** day written notice is given to the other party of the contract.

E. DEFAULT

Failure to satisfactorily perform the services required by the contract will be grounds for the Housing Authority to declare the Contractor in default.

F. DISCLOSURE

The selected respondent shall at all times guarantee access by the Housing Authority, HUD, Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the selected respondent which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts and transcriptions. The selected respondent shall be required to retain all pertinent records for a period not less than three (3) years after final payment has been made and all pending matters closed.

G. SECTION 3 CLAUSE

The work to be performed pursuant to this RFP is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

H. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any contract resulting from this solicitation, the selected respondent agrees as follows:

1. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
2. It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

I. OPTIONS

1. The Housing Authority may extend the term of any contract resulting from this solicitation for a period not to exceed twelve (12) months by written notice to the selected respondent within ninety (90) days prior to the expiration date of the Contract; provided, that the Housing Authority shall give the selected respondent a preliminary written notice of its intent to extend at least sixty (60) days before such contract expires. The preliminary notice will not commit the Housing Authority to an extension. Any changes in compensation will be based upon changes in the most current Consumer Price Index.
2. If the Housing Authority exercises this option, the extended contract shall be considered to include a similar option provision.
3. The total duration of any contract resulting from this solicitation, including the exercise of any option under this clause, shall not exceed five (5) years.

J. REPORTING CRITERIA

In order for the Housing Authority to effectively monitor the work to be performed, it is necessary that the Housing Authority be kept apprised as to the current status of the matter. In addition, the Housing Authority requires the following information:

1. A realistic budget estimating total costs for the life of the case in all matters involving litigation. Outline the tasks to be undertaken and associated costs. The Housing Authority would like to have this within thirty (30) days of a law firm's commencement of representation in connection with a specific matter. If that is not possible, please advise us immediately. Budget estimates should be kept current as revisions may be warranted by developments in the case.
2. The initial and ongoing strategy for defense/resolution, including factual analysis of issues related to liability and damages; and, a description of planned activity/discovery, along with a timetable for its completion. Include any insight that can be provided regarding the judge, opposing counsel, jurisdiction or venue. This information should be provided within thirty (30) days.
3. Timely, at least every thirty (30) days, updates setting forth the law firm's continuing strategy for defense/resolution, updated damage/liability analyses, updated schedule of discovery, and a brief synopsis of the discovery as it is accomplished.
4. Consideration of alternative dispute resolution (ADR) to expedite the resolution of claims. When appropriate, the law firm's status report should include an assessment of whether/when a particular matter is suitable for ADR in light of the issues involved and developments in the case.
5. Copies of a description of all motions or documentary evidence relating to liability and/or damages and copies of any amendments to pleadings and developments relating to the pleadings of the case and copies of all internal research memoranda for which the Housing Authority will be billed.
6. Court dates, including hearings on discovery, motion filing dates, discovery cut-off dates, settlement conferences, trial setting conferences, and trial dates.
7. Forward immediately upon receipt all settlement demand and offers.
8. All releases must be approved by the Housing Authority prior to execution.

K. PAYMENT

Invoices shall be submitted in two (2) copies to the following address and with the following billing criteria:

Sanford Housing Authority
Attn: Shannon Judd, CEO
P. O. Box 636
Sanford, NC 27331

All professional legal services provided shall conform to the criteria outlined below:

1. The Housing Authority is committed to obtaining quality legal services and desires to obtain the best outside counsel available and to appropriately compensate them for their services. The Housing Authority is equally committed to obtaining efficient and cost effective legal services.
2. Counsel shall perform legal services at the requests of the Housing Authority. In addition, counsel may receive direct inquiries from the Housing Authority's Board of Commissioners through the Chair. Request from the Housing Authority will be through the Executive Director.
3. The Housing Authority retains counsel based on their expertise and the Housing Authority's confidence in their ability and judgment. The Housing Authority requires that this law firm identify the attorneys considered for an assignment at the inception of any major/significant assignment, project, or case. If attorneys performing services for the Housing Authority are changed because of the law firm's needs, the Housing Authority shall not be charged for time required to educate the new attorneys regarding such matters. The Housing Authority shall not be billed for time required to educate an attorney, paralegal, or clerk.
4. Law firms shall avoid overstaffing any matter. The Housing Authority shall pay for only one attorney to accomplish any single task. For example, the Housing Authority will not pay for two (2) or more attorneys to attend depositions or court hearings, without prior approval. The Housing Authority will not pay for unessential interoffice conferences, an attorney redoing the work of another attorney, or the routine digesting or summarizing of depositions and documents without prior Housing Authority approval. Extensive legal research projects shall be approved by the Housing Authority in advance of the work.
5. Conferencing among attorneys in the law firm is generally not compensable, unless the conference is a necessary strategy meeting relating to some significant legal event, such as an upcoming trial or deposition or complex transaction. Subject to certain exceptions, such as expert consultations, only the senior attorney's time will be compensable for such attorney conferences.
6. Discovery requests should be reviewed by the law firm. The Housing Authority Executive Director/Staff will work directly with the law firm to obtain information required for responses. The law firm shall advise the Housing Authority of the availability of protective orders and stipulations regarding privileged or confidential information otherwise protected under applicable laws. It is essential that law firms keep the Housing Authority Executive Director /Staff fully and currently informed about the status of the legal matters. It is essential that the Housing Authority's Executive Director /Staff be provided sufficient time to review

all significant pleadings or documents prior to filing. Copies of final documents (e.g., significant correspondence, research memoranda, pleadings) shall be sent to the Housing Authority Executive Director.

7. We encourage the appropriate use of paralegals and expect law firms to delegate to qualified paralegals and clerks who can perform tasks at lower cost. Assignment of work to paralegals should not result in duplicative work by attorneys. Routine administrative work does not qualify as billable activity, such as photocopying, filing, typing, document retrieval, etc.
8. Litigation is a matter of special concern because of the potential for high cost. The time spent on any claim or litigation matter must be commensurate with the significance of that matter to the Housing Authority.
9. General overhead and administrative costs are considered part of the hourly rate. Therefore, the Housing Authority will not pay for such costs, including but not limited to:
 - Word processing time and other clerical assistance
 - Overtime and premium charges for billings for attorneys or support staff, or secretarial overtime compensation
 - Office machine attendants
 - Local (not travel related) meals
 - Entertainment expenses
 - Local (not travel related) transportation
 - Review and transportation of firm invoices
 - Charges for use of in-house conference rooms
 - Heating, air conditioning, lighting, and parking costs.
10. The Housing Authority will pay the actual cost for the reasonable and necessary use of the following:
 - Messenger/hand delivery services
 - Overnight mail delivery services
 - Facsimile transmissions (outgoing only)
 - Photocopying
 - Long distance telephone services
 - Computerized legal research
 - Travel related transportation, accommodations, and meals (if authorized by the Housing Authority in advance)
11. The Housing Authority requires detailed billing setting forth, specifically, the work performed by each individual. All billing time must be in quarter of an hour increments. "Narrative" or "Block" billing is unacceptable. For example, if numerous tasks are undertaken in one day, they should each be identified with a

specified time for performing that task and the individual performing it. All conferences, whether telephonic or otherwise, should specify the participants and the subject matter discussed. Also include the program (Conventional, Sanford Affordable Housing Development Corporation, Housing Choice Voucher, etc.) and site and/or person address. All billing must include the specific cost center, such list of cost centers to be provided by the Housing Authority, for the work performed.

12. Likewise, narrative and block billing for expenses is unacceptable. Charges for long distance telephone calls, photocopying, facsimile transmissions, delivery services, etc. shall be broken down by the date the expense was incurred and amount specifically charged per call, copy, facsimile, delivery, etc. Billing for computerized research must reflect a breakdown of usage as to date, time, task and individual. A block bill for computerized legal research is unacceptable.
13. From time to time travel may be necessary. The Housing Authority requests that law firms utilize cost effective travel arrangements. We will not reimburse for first class, business class or similar travel.
14. **Employment of Other counsel, Specialist or Experts.** Counsel will not employ or otherwise incur an obligation to pay other counsel, specialists or experts for services in connection with services herein without prior approval of the Housing Authority.
15. **Interest of Members of Authority.** No member of the governing body of the Housing Authority for which services are to be provided under this agreement, and no other officer, employee or agent of the Housing Authority who exercises any functions or responsibilities in connection with managing or carrying out of the Housing Authority programs shall have any personal interest, direct or indirect, in this Agreement.
16. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which the Housing Authority functions, and no other public official of such locality, who exercises any functions or responsibilities in the review, approval, managing or carrying out of Housing Authority programs shall have any personal interest direct or indirect in this Agreement.
17. **Interest of Certain Federal Officials.** No member of, or delegate to the congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
18. **Interest of Counsel.** Counsel (including partners, associates and professional employees) for which services are to be provided under this agreement, covenants that he/she does not now have any interest and shall not acquire any interest, direct or indirect, in any of the Housing Authority's programs, properties, materials

or services hereunder. Counsel further covenants that in the performance of his/her duties hereunder no person having any such interest shall be employed directly by the Housing Authority.

19. Should Attorneys receive any amount as attorney's fees taxed by any Court to the opposing party in litigation, including eviction proceedings, or should any amount be collected from a tenant as a legal fee, then such amount shall be reported by Attorneys to the Housing Authority and shall be credited against the next payment to Attorneys.

20. Notification of Public Record.

ALL RESPONDENTS ARE NOTIFIED THAT THEIR RESPONSES TO THIS RFQ WILL BE PUBLIC RECORDS AVAILABLE FOR INSPECTION AND COPYING BY THE PUBLIC.

Housing Authority for which services are to be provided under this agreement, and no other officer, employee or agent of the Housing Authority who exercises any functions or responsibilities in connection with managing or carrying out of the Housing Authority programs shall have any personal interest, direct or indirect, in this Agreement.

FORM OF BID
2015 GENERAL LEGAL SERVICES

TO: Sanford Housing Authority
1000 Carthage Street
Sanford, North Carolina 27331

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) with the local conditions affecting the cost of the work, and with the Specifications (including Request for Qualifications, Instructions to Offerors Non Construction, Certifications and Representations of Offerors Non Construction Contract, Supplementary Instructions to Bidders, this bid, the form of Non-Collusive Affidavit, the form of Contract, the Contract Conditions Non-Construction, Section I, the Bid Summary, and the Addenda (if any thereto), as prepared by the Sanford Housing Authority, and on file at www.sha-nc.org; hereby proposes to furnish General Legal Services for the Sanford Housing Authority as described in the Specifications; all in accordance therewith.

Base Proposal: Fixed Hourly Rate

Dollars **In your proposal include the listing of services and cost.**

Alternate Proposal: Retainer Services and Compensation

Annual Retainer Rate with a Monthly Billing:

Dollars **Explain what the Monthly retainer will cover.**

2. In submitting this bid, it is understood that the right is reserved by the Sanford Housing Authority, North Carolina to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 30 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature which Contract shall incorporate all of the requirements contained in the plans and specifications above described.

3. Bid Security in the sum of Not Applicable Dollars (\$ _____) in the form of _____ is submitted herewith in accordance with the Specifications.

4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. The bidder represents that he () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he/she () has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. Certification of Nonsegregated Facilities. By signing this Form of Proposal, the bidder certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he/she does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause: that he will retain such certifications in his files; and that he/she will forward a notice to his proposed subcontractors as provided in the Instruction to Bidders.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____

Name of Bidder

Official Address

License No. _____

By _____

Title _____

Phone: _____

Email: _____

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

(Prime Bidder)

State of _____)ss.

County of _____)

_____, being first duly sworn, deposes and says:

That he/she is _____

(Partner or Officer of the Firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to affix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Sanford Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____ Name
of Bidder if Bidder is an Individual

Name of Partner if Bidder is a Partnership

Name of Officer if Bidder is a Corporation

Subscribed and sworn to before me _____ this

_____ day of _____ 20_____.

My commission expires _____ 20_____.

INSTRUCTIONS FOR AFFIDAVIT OF NON-DEFAULT

This form must be signed by all principals who will work on this contract. Principals may all use, sign, and file the same form or they may file separate forms.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, nonprofit organizations or any other public or private entity that will participate in the contract as a prime contractor.

In the case of partnerships, all general partners (regardless of their percentage interest) and limited partners having a 25 percent or more interest in the partnership are considered to be principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Exception for corporation - All principals must personally sign the certification. If, however, a public agency is a principal, all of its officers, directors, commissioners, trustees and stockholders with 10 or more of the common (voting) stock need not sign personally if they all have the same record of report. Only the officer who is authorized to sign for the corporation or agency must personally sign the certification. However, any person who has information to report which is substantially different from that of his or her organization must report that activity on this form and sign his or her name.

If you cannot certify and sign the certificate as it is printed because some statements do not correctly describe your record, then use a pen and strike through those parts that differ with your record, and sign that part you permitted to remain and which does describe you or your record.

Attach a signed explanation of the terms you have struck out on the certification and report the facts of your correct record. Item (e) above relates to felony convictions within the past 10 years. A felony conviction will not cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk.

AFFIDAVIT OF NON-DEFAULT

**A F F I D A V I T
(Prime Proposer)**

STATE OF _____:
COUNTY OF _____:

_____, being duly sworn according to law,
deposes and says:

1. That he/she is _____ (a partner/officer of the
firm of _____),
the party making the foregoing Proposal or Proposals.

2. He/she further certifies as follows:

(a) that all the statements made by me are true, complete and correct to the
best
of my knowledge and belief and are made in good faith;

(b) that for the period beginning 10 years prior to the date of this certification,
and except as shown on the attachment, I have not experienced defaults or noncompliance under
any contract for the U. S. Department of Housing and Urban Development, or any other
governmental agency with which I have contracts;

(c) to the best of my knowledge there are no unresolved findings raised as a
result of HUD audits, management reviews or any other governmental investigations concerning
me or work under any of my contracts;

(d) there has not been a suspension or termination of payments under any
HUD
contract in which I have had a legal or beneficial interest attributable to my fault or negligence;

(e) I have not been convicted of a felony and am not presently, to my
knowledge, the subject of a complaint or indictment charging a felony. (A felony is any offense
punishable by imprisonment for more than one year, but does not include any offense classified
as a misdemeanor under the laws of a State and punishable by imprisonment of two years or
less.);

(f) I have not been suspended, debarred or otherwise restricted by any

Department or Agency of the Federal government, any State government, the City of Sanford, NC, or the Sanford Housing Authority from doing business with such Department or Agency;

(g) I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond;

(h) all the names of the parties known to me to be principals in this contract in which I propose to participate are included on resumes submitted with this proposal;

(h) to my knowledge I have not been found by HUD or the State of North Carolina to be in noncompliance with any applicable civil right laws;

(i) I am not a Member of Congress or a Resident Commissioner or otherwise prohibited or limited by law from contracting with the Sanford Housing Authority;

(j) I am not an officer or employee or commissioner of the Sanford Housing Authority who is prohibited or limited by law from contracting with SHA; and

(k) statements above (if any) to which I cannot certify, have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think help to qualify me as a responsible principal in this project.

By: _____
Signature of Individual if the Proposer is an Individual

Sworn to and Subscribed _____
Signature of Partner if the Proposer is a Partnership

Before me this _____ day _____ of
_____, 20____. Signature of Officer if the Proposer is a Corporation

Notary Public _____
(Title) Place Corporate Seal Here