



## **PENINSULA HOUSING AUTHORITY**

*Serving Clallam and Jefferson Counties*

### **Request for Proposal** **Legal Services**

#### **PURPOSE**

The Peninsula Housing Authority is seeking proposals from legal firms to provide a variety of legal services on an as-needed basis for the next two to five years. Legal counsel has frequent contact with senior management and the Executive Director on an as-needed basis.

#### **BACKGROUND**

The Peninsula Housing Authority (PHA) is a public body, corporate and politic, of the State of Washington that is authorized by and operates under State law, particularly RCW 35.82.

PHA is dedicated to increasing safe, affordable housing and providing opportunities for persons experiencing barriers to housing. Our goal is to lead the communities we serve in assisting residents with affordable housing needs, while creating opportunities and incentives for self-sufficiency.

The Peninsula Housing Authority is governed by an eight-member Board of Commissioners appointed by Clallam and Jefferson County Commissioners. The Board meets once each month and as needed for special meetings. The basic area of jurisdiction of the PHA is Clallam and Jefferson counties.

The Housing Authority has full-time staff of approximately 35.

It administers several programs funded with federal, state and local funds including:

1. Section 8 Housing Choice Vouchers,
2. Low-Income Housing Tax credit units,
3. Federal, state and local housing funds,
4. USDA Section 515,
5. USDA Mutual Self-Help Housing,
6. Issue Tax exempt housing revenue bonds, notes, and securities offered for public and private sale.

The PHA owns and/or manages 557 rental units. An additional 900 units are subsidized by the PHA through the Housing Choice Voucher program. Ongoing home ownership programs provide housing for low-income, first-time homebuyers.

## **DESCRIPTION OF SERVICES**

**PHA is soliciting proposals to provide services on an as needed basis, including but not limited to:**

- Advise all PHA officials on matters relating to PHA business.
- As directed, attend all Board of Commissioners meetings.
- Assist with preparation and/or review of resolutions, contracts, agreements, leases, deeds and other related documents.
- Represent (or assist as appropriate) PHA in tenant eviction proceedings as directed by PHA Senior Management.
- Monitor current housing authority State and Federal legislation and/or litigation.
- Provide legal opinions on matters relating to PHA activities, including employment issues.
- Participate in the development of staff recommendations for action by the PHA Board of Commissioners.
- Make recommendations for updating existing resolutions and other policies and practices.
- Represent PHA in intergovernmental relations as appropriate.
- Maintain appropriate records and files.
- Act as liaison with Bond/Tax Credit counsel (if PHA obtains such counsel).
- Act as liaison with PHA's insurance provider in litigation matters.
- Perform related duties as necessary.

Legal services required by the PHA typically fall into one of the categories listed below. Any legal firm submitting a proposal may offer services in any one or more of these categories. The PHA reserves the right to select more than one firm to provide such services.

1. Tenant/Landlord Relations, Unlawful Detainer Pleadings, Evictions
2. Employment Law/ADA
3. Real Estate Acquisition, Development, Construction Bidding and Contract Matters
4. Tax Exempt Bond Issues, Indentures, Regulatory Agreements, Tax Credit Issues
5. Land Use Law, Environmental Law
6. Liability and General Legal Matters, e.g., Corporate Counsel Services
7. State Open Public Meetings Act and Public Records Act
8. Civil Rights/Discrimination
9. Federal Housing Laws and Rules

## **CONTRACT TERM**

The duration of the contract shall be for one to three years and may be extended for two additional one-year terms, not to exceed 5 years in aggregate. The contract may be terminated by either party at any time with 30 days written notice.

## **CONTENT OF PROPOSALS**

The PHA requests that interested firms submit a proposal containing the following:

1. Cover letter which identifies the firm's primary contact person(s) for the proposal.
2. Description of the firm's qualifications, organizational structure and areas of special expertise.
3. Identification of the types of legal services to be provided to the PHA, using the categories listed in "Description of Services" above. Other categories of services may be provided, if desired, and some services may be specifically excluded when such expertise is not available.
4. Description of experience working with clients in the public and municipal sectors. Specifically address your experience with landlord/tenant matters.
5. Summarize key personnel who would be assigned and represent the PHA for specific services.
6. Description of all known fees and charges to be incurred by the PHA. This must include the hourly rate(s) charged and the methodology for rate increases.
7. Provide the form of contract for services that the firm would propose to execute with PHA.
8. List of three references (not including the Housing Authority) for which similar services are or have been provided.
9. Required Documents
  - Attachment A – Non-Collusive Affidavit
  - Attachment B – Suspension and Debarment Certification
  - Attachment C – Evidence the firm has the required professional and general liability as well as workman's compensation insurance
10. Any additional information that will assist the Housing Authority in evaluating the firm's capability to perform the proposed services.
11. Please keep proposal limited to no more than 10 pages excluding the required documents.

## **SCHEDULE AND DEADLINE**

Questions about this proposal will be addressed in writing by email to [acrawford@peninsulapha.org](mailto:acrawford@peninsulapha.org). No phone calls please.

Activity	Due Date
RFP Available	6/21/2024
Last Day for Questions	7/5/2024
Issuance of Addendum (if applicable)	7/10/2024
Receipt of Proposals	7/19/2024
Selection by RFP Committee no later than	7/29/2024

PDF proposals must be submitted no later than **12:00 noon on Friday, July 19<sup>th</sup>, 2024**. Proposals received after this time will not be accepted. Proposals must be e-mailed to [rfp@peninsulapha.org](mailto:rfp@peninsulapha.org) with the subject line **PHA Legal RFP Response**.

**CRITERIA AND SELECTION**

The PHA will use the criteria listed below, in the priority shown, to make its selections:

1. Qualifications in the area(s) of service proposed – 25 points
2. Experience working with the public sector and specifically, housing authorities or municipal organizations - 35 points
3. Fees and charges – 25 points
4. Demonstration of MWBE - 10 points
5. References submitted with the proposal – 5 points

**PROPOSAL COSTS**

All costs incurred in the preparation and presentation of the proposal shall be completely absorbed by the proposer.

All documents submitted as part of the proposal will become the property of the PHA. Requests for specific material to be returned to the proposer will be considered.

Any material submitted that is considered confidential must be clearly marked as such.

**GENERAL TERMS AND CONDITIONS**

1. All proposals will be open for public inspection only after the contract has been awarded.
2. All proposals shall be considered valid for a period of ninety (90) days from the RFP’s closing date and shall contain a statement to that effect.

3. All proposals shall be subject to applicable public disclosure laws. Any information received within the proposal will be considered part of the public record of this procurement.
4. The selected firm will be required to declare that it will represent PHA to the exclusion of all other clients having potential conflicts with PHA.
5. The Housing Authority expressly reserves the following rights:
  - a. To reject any/all proposals or portions thereof.
  - b. To allow proposers to correct minor proposal irregularities, if in the best interest of the Housing Authority.
  - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary and appropriate in the circumstances.
  - d. To make the award to any proposer or combination of proposers whose proposals(s), in the opinion of the Housing Authority, is in the best interest of the Authority.
  - e. Any proposal or proposal-modification received after the hour and date specified as the deadline, will be returned unopened.
  - f. To terminate a contract awarded pursuant to this RFP at any time for its convenience upon 30 days' written notice to the successful proposer.

### **AFFIRMATIVE ACTION**

The PHA is an Equal Opportunity Business Enterprise which promotes competitive solicitations and does not discriminate on the basis of race, color, religion, creed, national origin, sex, disability, age, or sexual orientation.

The PHA encourages minority and women-owned business enterprises to respond to this solicitation. If your firm is minority or women-owned or owned by a disabled person, please state and provide a statistical representation of your work force with your quote.

### **CONFLICT OF INTEREST**

The proposer represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly-traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the PHA, or other contractual or employment during the term of the contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the PHA's interest and the interest of the third parties.

**ATTACHMENT A  
Non-Collusion Affidavit**

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

) ss

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

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

That he/she is : \_\_\_\_\_  
The party making the foregoing proposal to the Peninsula Housing Authority in Port Angeles, Washington; is genuine and not collusive or sham; that said proposer (offeror) has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder, offeror or person, to put in a sham bid or to refrain from bidding, and he has not in any manner directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other proposer (offeror), or to fix any overhead, profit or cost element of said bid price, or that of any other proposer (offeror), or to secure any advantage against the Peninsula Housing Authority; U.S. Department of Housing and Urban Development (HUD) or any person(s) interested in the proposed contract; and that all statements in said proposal are true.

\_\_\_\_\_  
NAME (Corporate Seal)

\_\_\_\_\_  
Witness

Subscribed and sworn to me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_

**ATTACHMENT B**  
**Suspension and Debarment Certification**

\_\_\_\_\_ certifies that neither it, nor any person or firm which has an interest in the above-named firm are debarred, suspended or ineligible from involvement by any federal, state or local government.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT C Insurance Requirements

### Insurance Endorsements

In order to comply with HUD's requirement that Housing Authorities not assume the liability of contractors or their subcontractors, and in the exercise of responsible risk management, Insurance Endorsements shall be required in order to protect the Housing Authority. Prior to the beginning of any work under this contract, an authorized representative of each successful bidder's insurers shall submit Insurance Endorsements naming the Housing Authority as Additional Insured on all but Professional Liability coverage.

***If the duties under this contract require Professional Liability Insurance, the Additional Insured requirement of these Special Conditions shall be waived. However, all other provisions herein shall remain in effect.***

Insurance offered to indemnify the Housing Authority shall be provided by insurers rated by the A. M. Best Company with a rating of not less than B+ VL.

If the coverages offered are on a claims made form, the insurer shall provide an extended five year reporting period to the Additional Insured.

All such insurance shall be primary, and not contributing with any other insurance or self insurance maintained by the Housing Authority notwithstanding any inconsistent provisions in any such policies maintained by the Housing Authority and shall not require contribution by any insurance or self insurance maintained by the Housing Authority on any basis, pro rata, or otherwise.

The policy to which the Additional Insured endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

The policy to which the Additional Insured endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice of not less than thirty (30) days given to the designated Housing Authority official by certified mail, return receipt requested prior to the effective date thereof.

The Housing Authority has provided its Instructions to Bidders and standard insurance endorsements which contain other insurance clauses required under this contract. ISO Endorsements or others, will also be acceptable provided they contain the same clauses and protection contained in the endorsements provided with these Special Conditions.

1. A policy of commercial general liability, including Washington Stop-Gap, naming Peninsula Housing Authority as additional insured, protecting and holding Peninsula Housing Authority harmless from any and all damages which may arise in connection with the services to be provided hereunder, in at least the principal amount of a single combined limit of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate personal injury and/or property damage liability. Such insurance is subject to approval by Peninsula Housing Authority.

2. A policy of automobile liability insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. If automobiles are used in connection with any activity performed under contract(s) resulting from this RFP, a policy of commercial automobile liability, including coverage for owned, non-owned, leased or hired vehicles with a minimum coverage of Three Hundred Thousand Dollars (\$300,000) per accident.
4. A policy of Professional Liability of not less than One Million Dollars (\$1,000,000) per occurrence.