

FLINT HOUSING COMMISSION



REQUEST FOR PROPOSALS

for

LEGAL SERVICES – GENERAL

PREPARED BY:

FLINT HOUSING COMMISSION
3820 RICHFIELD ROAD
FLINT, MI 48506

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PROPOSAL #2026-[004]

RFP Document

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BACKGROUND:

The Flint Housing Commission (FHC) is a Public Housing Agency under the Department of Housing and Urban Development. The mission of the FHC is to provide decent, safe and sanitary housing for low to moderate-income families. FHC owns 5 developments for a total of 602 units. We also have a Housing Choice Voucher Program (HCVP) with 1044 ACC units as well as approximately 69 Veterans Affairs Supportive Housing (VASH) vouchers. A five-(5) person Board of Commissioners, authorized by State Law, is responsible for the development of housing policy and authorization of expenditures.

The Flint Housing Commission hereby requests proposals from licensed, practicing attorneys to provide legal services for the FHC. This service shall be performed in accordance with the U.S. Department Housing and Urban Development (HUD) program requirements.

Interested and qualified firms that have successfully demonstrated their ability to perform comparable work are invited to submit proposals. Bidders must have membership in the Bar of the State of Michigan and experience in the provision of legal services involving: workplace policies; wrongful terminations; benefit claims; discrimination; employment law, including, but not limited to the ACA, ADA, FMLA, OSHA, FLSA, and the Civil Rights Act of 1964; employment contracts; and union matters, including, but not limited to arbitration, negotiation and collective bargaining agreements.

**RFP INFORMATION AT A
GLANCE**

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to the Chief Executive Officer.	Mikala Terry Telephone: (810)736-3050 3820 Richfield Rd. Flint, MI 48506
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	<ol style="list-style-type: none">1. Access ha.internationaleprocurement.com (no “www”).2. Click on the “Login” button in the upper left side.3. Follow the listed directions.4. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866)526-9266.
PRE-PROPOSAL CONFERENCE	NONE SCHEUED
DEADLINE TO SUBMIT QUESTIONS	OPEN
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<ol style="list-style-type: none">1. As directed within Section 3.2.1 of the RFP document, submit proposed pricing were provided for within the eProcurement Marketplace.2. As instructed within Section 3.0 of the RFP document, submit 3 copies of your "hard copy" proposal to the Agency Administrative Office.
PROPOSAL SUBMITAL RETURN & DEADLINE	OPEN UNTIL FILLED

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

- 1.0** 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.
- 1.1** Right to Not Award. Not to award a contract pursuant to this RFP.
- 1.2** Right to Terminate. Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.3** Right to Determine Time and Location. Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.4** 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 (CO).
- 1.5** Right to Negotiate. Negotiate the fees proposed by the proposer entity.
- 1.6** 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.
- 1.7** No Obligation to Compensate. Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.8** 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. By accessing the eProcurement Marketplace (hereinafter also “the Marketplace”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the Marketplace, and further 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.
- 1.9** Right to Reject – Obtaining Competitive Solicitation Documents. The eProcurement Marketplace is the only official and appropriate venue to obtain the RFP documents (and any other information pertaining to this RFP such as addenda). Accordingly, by submitting a response to this RFP the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.

20 Scope of Services/Technical Specifications: The Agency is seeking proposals from licensed, and insured entities to provide the following detailed services listed herein (NOTE:

The services detailed within the following Sections 2.1 and 2.2 herein will be provided by the Contractor for the firm-fixed month fee submitted by the Contractor in response to Pricing Items No. 1-5 shown with the following Table No. 4 herein):

21 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 then our HUD-related issues; it is also possible that the Agency may, at some point, choose to make award to different firms for different services such as labor issues and tenant evictions. Please see the following Sections 2.2.9.2 and 3.3.1 herein for more information as to how such potential multiple awards will be accomplished.

22 **General Requirements.** The Flint Housing Commission (FHC) hereby requests proposals from licensed, practicing attorneys to provide legal labor and employment services for the FHC. This service shall be performed in accordance with the U.S. Department Housing and Urban Development (HUD) program requirements. Service shall include legal labor and employment services, including, but not limited to:

- 2.2.1** Attend BOC meetings, if requested, by the Agency; prior review of BOC meeting materials. Regular meetings are held on the fourth Tuesday of each month, usually at 5:30 p.m. Special and other meetings can be held at any day or time, with proper public notice. Attendance can be by Zoom, unless requested to attend in person. Compliance with the State of Michigan 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** Reviews employment contracts, collective bargaining agreements, and negotiation processes, while advising FHC on employment rights and recommending legal action, as needed.
- 2.2.3** Identifies and assesses legal risks and opportunities within the labor and employment area and advises accordingly.
- 2.2.4** Advises FHC in creating workplace policies and procedures that comply with federal, state, and local employment laws.
- 2.2.5** Must have extensive knowledge of employment laws, including, but not limited to the ACA, ADA, FMLA, OSHA, FLSA, and the Civil Rights Act of 1964.
- 2.2.6** Mediates between FHC and employees as needed.
- 2.2.7** Represents, advises, and assists FHC in legal matters and litigation including, but not limited to grievances, arbitration, discrimination, wrongful termination, unemployment, benefit claims, and contract disagreements as requested, and compliance with OSHA requirements, while also rendering legal opinions.
- 2.2.8** Advises and assists FHC, as required, in the preparation of legal documents and legal drafting when necessary.
- 2.2.9** The FHC shall retain the right to have the successful proposer provide services in any matter that the FHC believes is in the best interest of the FHC to do so.
- 2.2.10** Conferring with and advising the Chief Executive Officer, Vice President, and Human Resources staff on legal matters when requested.
- 2.2.11** Consulting with FHC's General Counsel as needed.

2.2.12 Awarded contract term will be for one year with an option to renew for four additional years in one-year increments.

2.2.13 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:

2.2.13.1 Employment issues, personnel rules; discrimination and wrongful termination claims; worker's compensation and compliance with OSHA requirements.

2.2.13.2 Human Resources and Labor Law; and

2.2.13.3 Any other matter the Agency needs services for, including advice (written and/or verbal) to the Board of Commissioners.

2.2.13.4 Potential Upcoming Work.

2.2.13.4.1 The Agency anticipates that it will need the chosen legal counsel to assist with a revision of the by-laws.

2.2.13.4.2 The Agency anticipates that it will need the chosen legal counsel to assist with commissioner training.

2.2.13.4.3 The Agency anticipates that it will need the chosen legal counsel to assist with future union negotiations.

2.2.13.4.4 The Agency anticipates that it will need the chosen legal counsel to assist and advise on matters related to: real estate transactions, contracts, title work, property issues, compliance, negotiations.

2.2.14 Preceding Listed Services Not All-inclusive. Please note that the preceding is not intended to be an all-inclusive listing of all 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.

2.2.14.1 Additional Legal Counsel. 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.

2.2.14.2 Potential Multiple Awards: The Agency reserves the right too, 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 preceding sentence), the Agency anticipated that it will most likely (but not guaranteed) initially complete award to a firm(s) to provided services that are typically conducted local in the Flint area (e.g. attend Board meetings, address other issues).

2.2.14.3 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 CEO, 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.

2.3 Previous/Current Contractor(s): The Agency’s previous contractor for these services is:

2.3.1 Trachelle Young: Attorney Young & Young Law Firm

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The Agency intends to retain the successful proposer pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than 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 following. 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]

Tab No.	Description
1	<p>1.1 Profile of Firm: Executive Summary of the firm to include the proposer’s qualifications (legal experience) to provide services as outlined in the Scope and a description of the background and current organization of the firm.</p> <p>1.2 Attorney Qualifications. The Proposer should separately attach a brief description of the qualifications of attorneys to be assigned to the representation underscoring work with a Public Housing Agency. Descriptions should include:</p> <ul style="list-style-type: none"> a. Professional and education background of each attorney b. Overall supervision to be exercised c. Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered. <p>1.3 Statement of Offeror’s Qualifications: This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. See Attachment A.</p>
2	<p>Availability and Responsiveness: A complete description of the products and services the firm provides. Describe your dedication to your clients in terms of your responsiveness to communications. Describe your average turn-around-time for responding to your clients and/or other outside parties.</p>
3	<p>License(s)/registrations/certifications, Bar Status, Insurance Coverage</p>
4	<p>References/Client Information. The proposer shall submit a listing of former or current clients (at least 3), including any other Public Housing Commission, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:</p> <ul style="list-style-type: none"> a. The client’s name, to include address and telephone number b. The client’s contact name and information, to include email and telephone number c. A brief narrative description and scope of the service(s) and the dates the services were provided, including a brief narrative description of those specific services including scope; size; cost; principal elements and special features

Table 3 cont.

Tab no.	Description
5	<p>Proposed Engagement Letter. A copy of the proposer’s proposed engagement letter. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency’s opinion, conflict with the terms listed within the Sample Contract Form provided (please see Attachment G, attached hereto) or to terms that the Agency feels are not in its best interests.</p>
6	<p>1. Form HUD 5369-B Instructions to Offerors, Non-Construction</p>

	<p>2. Form HUD 5369-C Certifications and Representations of Offerors, Non-Construction</p> <p>3. Form HUD 5370-C General Contract Conditions, Non-Construction</p> <p>These Forms are attached hereto as Attachment B to this RFP document. These Forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal</p>
7	Non-Collusive Affidavit: The proposer must submit under this tab a complete and notarized Non-Collusive Affidavit. See Attachment C.
8	Hold Harmless Agreement: The proposer must submit under this tab the completed Hold Harmless Agreement. See Attachment D.
9	Section 3 Compliance Plan
10	Subcontractor/Joint Venture Information (Optional Item). 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. Such Joint Venture firms or any major subcontractors (“major,” meaning a projected 10% or more of the work).
11	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
	No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), place 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.
	Proposal Submittal Binding Method. It is preferable and recommended that the proposer simple bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. binder clip, “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 shall be submitted by the proposer and received by the Agency where provided within the eProcurement Marketplace only. Do not submit, enter, or refer to any fees or costs within the 10-tab “hard copy” proposal submittal detailed within the preceding Section 3.0 herein—any proposer that does so may, at the Agency’s discretion, be rejected without further consideration. Further, there is not a charge by the Marketplace to the proposers for entering any of these costs on-line.*

3.2.1 Pricing Items. The proposed fees (Pricing Items) shall be submitted by the proposer and received by the Agency where provided within the eProcurement Marketplace only. Do not submit, enter or refer to any fees or costs within the 10- tab “hard copy” proposal submittal detailed within Section 3.0—any proposer that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer 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; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc. If there is no price difference between national and local representation, please just use the same price.

[Table No. 4]

RFP Section	Pricing Item No.	Qty	U/M	Description
3.2.1.1	1	50	Hours	Partner or Principal (Per Hour), including clerical
3.2.1.2	2	20	Hours	Associate (Per Hour), including clerical
3.2.1.3	3	10	Hours	Paralegal (Per Hour), including clerical
3.2.1.4	4	20	Hours	Clerical (Per Hour)
3.2.1.5	5	2	Each	Court Appearance
3.2.1.6	6	2	Each	Other
3.2.1.7	7	2	Each	Other
3.2.1.8	8	2	Each	Other

3.2 Additional Information Pertaining to the Pricing Items.

3.2.1 Quantities. All quantities entered by the Agency herein (especially within the immediate-preceding Table No. 4) and within the corresponding Pricing Items within the eProcurement Marketplace 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 may retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any number of services the Agency requires. Please note the immediate-following exception to the aforementioned “Requirements Contract” language.

3.2.1.1 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:

- 3.2.1.1.1 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).

3.2.1.2 Pertaining to the “QTY” (Quantity) figures listed within Table No. 4. It is possible that the listed quantity figures could reflect our needs for one contract year or for all three contract years.

3.2.2 **IMPORTANT NOTICE!!!** Entry of Costs. Proposers must submit, where provided within the Marketplace, a cost for each and every Pricing Item detailed within the preceding Table No. 4 herein. The eProcurement Marketplace will automatically perform all required extended calculations. Any proposer that chooses to not enter a realistic cost for any or all the Pricing Items may be automatically deemed nonresponsive and his/her proposal will, in such case, NOT be considered. Accordingly, be sure to enter a proposed cost for each and everyone one of the Pricing Items listed to within the preceding Table No. 4.

3.2.2.1 Realistic Cost for Pricing Items. Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic hourly cost for all Pricing Items. For instance, if the Contractor enters \$1.00 per hour for the hourly Pricing Item (proposers typically do so in an effort to improve their position in regard to Evaluation Factor No. 1, as detailed within Table No. 4 herein), then the \$1.00 per hour is what the Contractor will charge the Agency for any additional work that the Agency may retain the Contractor 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 this Pricing Item. If, despite this warning, the Contractor proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the Contractor to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00) to ensure that the Contractor will fulfill his/her obligation in this matter.

3.2.1.1 Pricing Items No. 1-6, Partner, Associate, and Paralegal. 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 (it would even be acceptable to enter where provided within the eProcurement Marketplace the same cost for each level of service—however, such is the proposer’s choice).

3.2.1.2 Reimbursable Expenses. Reimbursable expenses generally are not allowed under the ensuing contract except as listed immediately following:

3.2.1.2.1 Pre-approval by the Agency. All reimbursable expenses as detailed herein must have the prior written approval of the Agency.

3.2.1.2.2 Government-set Fees. Samples of expenses that the Agency anticipates that it will pre-approve include but are not limited to: court filing fee; service fees; recording fees; court reporter’s fee for depositions; etc.; such required fees set by a governmental agency will

be reimbursed at cost, meaning, no adding on for profit, overhead, or “windshield time” to pay the fees. Such fees include: Alias Summons; Eviction Notices; and Sheriff Fees for evictions.

3.2.1.2.3 Travel. It is possible that the Agency may require the successful proposer to travel outside of the Flint area to perform services. In such case, the Agency will reimburse the successful proposer for reasonable Agency pre-approved travel costs (“reasonable,” meaning in accordance with the Agency’s typical Travel Policy allowances). If the reimbursement is for travel by vehicle within the region, the reimbursement will be a mileage fee not-to- exceed the current set IRS mileage rate.

3.2.1.3 Review the Entry of Proposed Fees. After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The Agency strongly recommends that each proposer, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly (the Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to assign the points pertaining to Evaluation Factor No. 1 detailed within the following Table No. 6 herein.

3.3.2.4.1 No Deposits/No Retainer. The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay the successful proposer(s) for actual services provided only. Pertaining to services provided relating to Pricing Item No. 6, the Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the “15-minute” standard.

3.3.2.4.2 Assumption. It shall be the Agency’s assumption that the successful proposer has based his/her proposed pricing for Pricing Items No. 7-11 upon the proposed fees submitted by the proposer for Pricing Items No. 4-6 (and by submitting a proposal in response to this RFP, the Contractor automatically agrees that such is accurate). Accordingly, the Agency may use such assumption, if necessary, to do any lump- sum proposal breakdown calculations during the term of the ensuing contract.

3.3.2.5 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 3rd-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.

3.3.2.6 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not 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), 8:00 AM – 5:00 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:

3327 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; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

3.4 Proposal Submission. All 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 2 separate proposal submittals shall be marked “EXACT COPY” and shall, as with the “ORIGINAL,” have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

Flint Housing Commission
Attention: Mikala Terry
RFP 2026-004
General Legal Services
3820 Richfield Road, Flint MI 48506

3.4.1 Labeling Proposal Package. 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.

3.4.2 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 does 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

accessing the eProcurement Marketplace, registering and downloading 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.

3.4.3 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 the 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 designated 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 may Agency not abided by this directive.

3.5.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO anticipates that it 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 Agency 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.

3.5.1.1 Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation 2 CFR §200.321 , certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6 Pre-proposal Conference. There is not a Pre-proposal Conference scheduled as a part of this RFP competitive solicitation process.

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

Document		
No.	Attachment	Attachment Description
1.0		This RFP Document
2.0	A	Statement of Offeror's Qualifications
3.0	B	Form HUD 5369-B Certifications and Representations of Offerors, Non-Construction. form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. Form HUD 5370 -C, General Contract Conditions, Non-Construction
4.0	C	Non-Collusive Affidavit
5.0	D	Hold Harmless Agreement
6.0	E	Section 3 Compliance Plan and Explanation
7.0	F	FHC General Conditions
8.0	G	Sample Contract

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 DESCRIPTION
1	0-20 points	Objective	The PROPOSED COSTS submitted by the proposer.
2	0-25 points	Subjective	<p>1.1 Profile of Firm: Executive Summary of the firm to include the proposer's qualifications (legal experience) to provide services as outlined in the Scope and a description of the background and current organization of the firm.</p> <p>1.2 Attorney Qualifications. The Proposer should separately attach a brief description of the qualifications of attorneys to be assigned to the representation. Descriptions should include:</p> <ul style="list-style-type: none"> d. Professional and education background of each attorney e. Overall supervision to be exercised f. Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered. <p>1.3 Statement of Offeror's Qualifications: This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal. See Attachment A.</p>

3	0-25 points	Subjective	Availability and Responsiveness – Describe your dedication to your clients in terms of your responsiveness to communications. Describe your average turn-around-time for responding to your clients and/or other outside parties.
4	0-10 points	Objective	License(s)/registrations/certifications, Bar Status, Insurance Coverage
5	0-15 points	Objective	Provide at least three (3) references for which the company has performed similar services. Poor references or negative responses will reduce scoring.
6	0-5 points	Objective	All forms (to include HUD) signed and returned. See table 5
	100 points		Total Points (no preference points)
*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.			

4.1 **Evaluation Method.** Please note that the Agencies may choose to evaluate the proposals submitted together, or the Agencies may choose to evaluate the proposals submitted separately at each Agency. In any case, the result of the evaluation may be that the Agencies complete award to the same proposer or may be that the Agencies complete award to different proposers. The eventual award will occur based on the following detailed brief procedures.

4.1.1 Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). NOTE: Please reference Section 3.1 herein.

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

- 4.1.2.1 Instructions to Evaluators;
- 4.1.2.2 Proposal Tabulation Form;
- 4.1.2.3 Written Narrative Form for each proposer;
- 4.1.2.4 Recap of each proposer’s responsiveness;
- 4.1.2.5 Copy of all pertinent RFP documents.

4.1.3 Evaluation Committee. The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

4.1.4 Evaluation. The CO will evaluate and award points pertaining to Objective Evaluation Factors. The appointed evaluation committee, independent of the CO

or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2 through No. 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

- 4.1.5 Potential “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 no case within no longer than 5 business days after the beginning of such negotiations with the firms deemed to be in the competitive range.

4.2.6 Determination of Top-ranked Proposer. The subjective points awarded by the evaluation committee shall be combined with the objective points awarded by the CO to determine the final rankings, which shall be forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Agency 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.

4.2.7 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 100 total possible points detailed within Section 4.1 herein).

4.2.8 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.”

4.0 CONTRACT AWARD.

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

4.1.1 **An Agreement to Abide.** 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, either in hard copy or on the eProcurement Marketplace, including the contract clauses already attached as Attachments G and G-1 through G-4. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

- 4.2.1 **Contract Form.** The Agency will not execute a contract on the successful proposer's form—contracts will only be executed on the Agency form (please see Sample Contract,

Attachments G and G-1 through G-4), and by submitting a proposal the successful proposer 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 successful proposer 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

4.2.1.1 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.

4.2.2 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.

4.2.3 Unauthorized Sub-Contracting Prohibited. The successful proposer 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 successful proposer as a result of the proposed contract; either as determined by the CO.

4.3 **Contract Term.** The Agency anticipates that it will initially award a contract for the period of 1 year(s) with the option, at the Agency's discretion, of up to 4 additional one-year option periods, for a total maximum contract period of 5 years prior to the Agency issuing another RFP (as per HUD guidelines).

4.4 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

4.4.1 Workers Compensation Insurance. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

4.4.2 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 commercially reasonable deductible (e.g. “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000;

4.4.3 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 commercially reasonable deductible (e.g. “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000;

4.4.4 Automobile Insurance. 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 \$100,000/\$300,000 and medical pay of \$5,000.

4.4.5 City/County/State Business License. If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Flint, the County of Genesee, and/or the State of Michigan.

4.4.6 Certificates/Profile of Firm Form. Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

4.5 **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations 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 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

4.6 **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.

4.7 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

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[END OF DOCUMENT]

