



# **REVERE HOUSING AUTHORITY REQUEST FOR PROPOSALS FOR LEGAL SERVICES**

**May 15, 2017**

**REVERE HOUSING AUTHORITY  
REQUEST FOR PROPOSALS FOR LEGAL SERVICES**

---

The Revere Housing Authority (RHA) is hereby soliciting sealed proposals for legal services. These legal services will include, but are not limited to, matters dealing with federal and state public housing laws, rules, regulations, administrative matters, collective bargaining/employment laws and procedures, advisory opinions and grievance procedures.

These services will be required on as-needed bases. The RHA will not provide a retainer fee, but will reimburse the Attorney for time spent on cases and work assigned at an hourly rate on a month basis. The attorney will also be reimbursed for approved out of pocket expenses related to the service provided.

The RFP may be obtained online at [www.revereha.com](http://www.revereha.com) under bidding opportunities or by contacting the RHA at [ctempesta@revereha.com](mailto:ctempesta@revereha.com). One original and three copies of the sealed proposal must be submitted to the RHA at 70 Cooledge Street, Revere, MA 02151 no later than **1:00 p.m. on Wednesday, June 21, 2017**. All proposals received later than said date and time will not be opened or considered. The RHA reserves the right to reject and or all proposals and to waive any informalities in the proposals and to accept the proposal which it deems to be most favorable to the Authority.

The base contract shall be for a period of three (3) years with an option to renew at the RHA's discretion for an additional two (2) years and shall not exceed \$250,000 during the duration of the contract.

Any questions or requests concerning this RFP shall only be directed in writing by email to [ctempesta@revereha.com](mailto:ctempesta@revereha.com). Written responses will be made available to all interested parties. No inquiry received within three (3) business days of the date fixed for opening of proposals will be given consideration.

## **INTRODUCTION**

---

The Revere Housing Authority (RHA) is soliciting sealed proposals for legal counsel on an as-needed basis to provide a wide range of legal services with the main focus on day to day program administration and tenancy matters. These legal services will include, but are not limited to, matters dealing with federal and state public housing laws, rules, regulations, grievance procedures, administrative matters, and collective bargaining/employment laws and procedures.

The RHA owns and operates 706 state conventional rental housing units, 194 federal conventional rental housing units (667-6 Hyman Towers is Section New Construction) and a combination of approximately 750 federal Section 8 and state MRVP rental vouchers. It employs up to 18 maintenance workers who are currently under a collective bargaining agreement.

---

### **I SCOPE OF SERVICES**

Legal Counsel will provide a wide range of legal services in connection with the RHA's public housing portfolio and rental voucher programs on an as-needed basis, which include, but are not limited to the following:

1. Attend RHA Board of Commissioners Meetings to provide legal advice and to be available for consultation with RHA staff and Commissioners acting in their official capacity;
2. Review the legality of all contracts to which the RHA is a party and advise on disputes arising under such contracts;
3. Prepare contracts and other legal documents as required in the course of RHA business;
4. Guide and assist staff with tenant eviction procedures and legal matters pertaining to tenancy;
5. Attend conferences and/or hearings regarding RHA business with the City of Revere, DHCD and HUD or its representatives upon invitation, and with other public or private agencies;
6. Advise and assist with the implementation of policies to ensure that it complies with state and federal requirements;
7. Serve as liaison with recognized tenant groups or their legal representatives or agents, when directed to do so by the RHA;
8. Respond in a good-faith manner to tenant inquiries of a legal nature ;
9. Provide advice regarding and represent the RHA in actions by or against the RHA before a Court, DHCD and HUD Appeals Body, Massachusetts Commission Against Discrimination (MCAD), or other public agency;
10. Render other legal services normally required in the conduct of RHA business;
11. Supervise and provide guidance to staff on eviction procedures, and where necessary Prosecute evictions;
12. Assist in the enforcement of RHA rules and regulations, if any, with letters, calls or other appropriate action;

13. Representation of the RHA in all matters pertaining to labor relations and employment law including negotiating union contracts and union arbitration;
  14. Perform legal services in connection with land acquisition for new public housing developments or project improvements, including searching titles and preparing deeds, securing exceptions and/or variances from zoning and building ordinances, applying for zoning alternatives, and carrying out eminent domain proceedings where necessary;
- 

## **II SUBMISSION INSTRUCTIONS**

Proposers responding to this RFP are required to submit by mail or hand delivery one original signature proposal and four (4) copies of their proposal to: Procurement Review Committee, Revere Housing Authority, 70 Cooledge Street, Revere, MA 02151 no later than **1:00 p.m. on Wednesday, June 21, 2017.**

Each proposal must be in a sealed envelope marked with the proposer's name, address, and telephone number. **Proposals must be in loose page form (not bound) and not duplex printed.** Proposers are required to submit One original and three copies of its Technical Proposal and Fee Proposal as follows:

- One envelope shall be marked: **“Technical Proposal for Legal Services”**
- The second envelope shall be marked: **“Fee Proposal for Legal Services”**

The RHA will not accept or review proposals received after the designated submission deadline. The RHA reserves the right to extend the time for receipt of proposals. If, at the time of the scheduled proposal opening, the RHA offices are closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal opening will be postponed until the next normal business day at the same time of day.

Any modification or withdrawal shall be made in writing and received by the RHA prior to the time and date that the proposal is due. Proposal modifications must be submitted in a sealed envelope clearly labeled **“Modification No. \_\_\_\_\_ Legal Services”**.

---

## **III TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS**

The Technical Proposal shall be formatted as listed below:

- A. Letter of Interest.** A cover letter introducing the firm and expressing interest in providing services to the Authority.
- B. Firm Information.** Provide the date the company was started and the number of consecutive years the proposer has been providing legal services. Proposer shall also provide the name and address of all housing authorities and municipalities to which the proposer is providing legal services in the Commonwealth of Massachusetts and any significant municipal or public housing authority clients located elsewhere.
- C. Service Approach.**
  1. Describe in detail how your firm will service our account and its legal expertise and ability to provide services in the following areas:

- (a) Public housing authority or other public housing agency/entity issues;
  - (b) State and Federal regulations relating to public housing;
  - (c) State and/or Federal court appearances.
2. Describe your firm's ability to respond to time sensitive matters as requested by the RHA, such as emergency court actions or other emergency legal matters.
  3. Provide the names and resumes of any key personnel that will be working directly with the RHA and their area of expertise;
- D. Licenses.** Please submit your license to practice law in the Commonwealth of Massachusetts.
- E. Certificate of Insurance.** Submit a current Certificate with the coverage identified below:

General Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Damage to rented premises
	\$ 10,000 Med Expenses
	\$1,000,000 Personal & Adv Injury
	\$2,000,000 General Aggregate
	\$1,000,000 Products-Comp/OP AGG
Workers Comp/ Employers' Liability -	\$1,000,000

#### **IV. EVALUATION PROCESS FOR AWARD**

Proposals shall be reviewed by the RHA Procurement Review Committee appointed by the RHA Executive Director and shall be reviewed by the RHA Procurement Review Committee in four phases.

1. All proposals will be evaluated based on the technical evaluation criteria;
2. The RHA Selection Committee shall rate and compose a short list of Proposers based on the technical evaluation criteria;
3. Fee Proposals will be opened and evaluated;
4. A Proposer may be requested to attend an interview with the RHA and make a presentation and introduce attorneys who would be assigned to RHA cases.

The proposal, which is most advantageous in serving the interests of the RHA, with price and all evaluation factors, considered, including proposed revisions, will be recommended to the Executive Director for contract award.

##### **A. TECHNICAL EVALUATION CRITERIA**

##### **1. Public housing experience with state and federal laws, regulations and litigation in state and/or federal courts.**

Demonstrated professional qualifications, education, and training. Must have at least five (5) years of minimum previous experience in state and federal public housing and voucher programs, tenant grievances, including litigation in both state and federal courts, public housing operations, including but not limited to operating subsidy management, and relocation. Must provide references for same. **(35 points)**

## **2. Responding to housing authority needs.**

Demonstrated ability to respond promptly to RHA needs relating to emergency court actions or other emergency legal matters and provides a high quality of representation. Must provide references for same. *(35 points)*

## **3. Collective bargaining laws and procedures, labor negotiations, grievance and disciplinary hearings, and all labor/employment issues.**

Demonstrated professional qualifications, education, and training. Must have at least five (5) years of experience in collective bargaining laws and procedures, labor negotiations, grievance and disciplinary hearings, and all labor/employment issues. Must provide references for same. *(30 points)*

## **B. FEE PROPOSAL**

In a separate sealed package, please include the amount the proposer will charge by an **hourly rate** for each category of legal services. This rate shall be fixed throughout the duration of the contract. The RHA will not provide a retainer fee, but will reimburse the Attorney for time spent on cases and work assigned at an hourly rate not to exceed your submitted price proposal. The Attorney will also be reimbursed for approved out-of-pocket expenses related to his/her caseload.

The fee proposal, although secondary to the technical evaluation criteria consideration above, will be considered in determining the proposal most advantageous to the RHA; however as technical evaluation points become more equal, price may become the determining factor. While the fee proposal has no numerical weight, it is criterion in the overall evaluation of proposals. The fee proposal must be considered reasonable.

If the RHA is satisfied with the fee proposal of the top-ranked Proposer, it will recommend to the RHA Executive Director that the contract be awarded to that Proposer. If not satisfied, the RHA will proceed to the next ranked respondent on the list, until a satisfactory agreement is reached. A contract may be awarded to a Proposer who does not submit the lowest fee proposal.

---

# **V OTHER TERMS AND CONDITIONS**

## **A. CONTRACT AWARD**

Contract award shall be made to the Proposer whose proposal is most advantageous to the RHA, taking into consideration experience, staff capacity, references and plan for providing the services, as well as the proposal price. The RHA will award the contract by written notice to the selected Proposer (the "Contractor") no later than forty-five (45) days after the date designated for receipt of proposals; the parties may extend the time for acceptance by mutual agreement.

## **B. ACCEPTANCE OF RFP AND CONTRACT TERMS**

Proposer's submission of a proposal in response to the RFP shall constitute acceptance by the Proposer of the terms and conditions of the RFP. In the event that the Proposer's proposal is accepted for contract award, the Proposer agrees to enter into a contract with the RHA in a form substantially similar to the contract form appended hereto as Appendix B.

### **C. EXPENSE OF RFP SUBMISSION**

All expenses incurred in the preparation and submission to the RHA of proposals in response to this RFP shall be borne by the Proposer.

### **D. RHA OPTIONS**

The RHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination further reserves the right to waive any minor informalities in any proposals received, if it be in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not to award, shall be made as a result of the RFP, shall be at the sole and absolute discretion of the RHA.

A proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the Proposer in writing and is received at the place and prior to the date and time designated in the RFP for receipt of Proposals. After such date and time, the Proposer may not change the proposal fee or any other provision of its proposal in a manner prejudicial to the interests of the RHA and/or fair competition.

The RHA shall waive any informalities or allow the Proposer to correct them. If a mistake and the intended fee proposal are evident on the face of the proposal, the RHA shall correct the mistake to reflect the intended correct fee proposal and shall so notify the Proposer in writing and the Proposer may not withdraw its proposal. A Proposer may withdraw its proposal if a mistake is evident on the face of the proposal, but the intended fee proposal is not similarly evident.

### **E. PAYMENT TERMS**

Proposer will be required to submit invoices on a monthly basis. The invoice will include a breakdown of all services provided.

---

## **VI SUBMISSION OF FORMS**

Proposer must submit the following forms and documents with proposal submission or your proposal will be deemed non-responsive and rejected.

- 1) Technical Proposal; (*Provided by Proposer in separate sealed envelope*);
- 2) Non-Collusive Affidavit; (*Form Provided. Submit w/Technical Proposal*).
- 3) REAP Certification; (*Form Provided. Submit w/Technical Proposal*).
- 4) HUD 5369-C Representations and Certifications of Offerors; (*Form Provided. Submit w/Technical Proposal*).
- 5) Fee Proposal Form (*Form Provided. Submit in separate sealed envelope*);

## **ATTACHMENTS**

**HUD FORM 5369-B – INSTRUCTIONS TO OFFERORS**

**PROPOSED FEE SCHEDULE**

**HUD FORM 5369-C**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**DEBARMENT CERTIFICATION**

**REAP CERTIFICATE**



# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer;
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/ HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/ HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

## **PROPOSED FEE SCHEDULE**

### **A. BASE CONTRACT**

I/We propose to furnish Legal Services on matters dealing with federal and state public housing laws, rules and regulations, administrative matters, advisory opinions, grievances and collective bargaining procedures at the following hourly rates:

**Hourly rate for services rendered out of Court;** \$ \_\_\_\_\_

**Hourly rate for services rendered in Court;** \$ \_\_\_\_\_

**Hourly rate for Negotiating Collective Bargaining Agreements:** \$ \_\_\_\_\_

**Hourly rate for Labor Relation Arbitration:** \$ \_\_\_\_\_

**B. OPTION TO RENEW:** The RHA may exercise its rights to renew this contract for additional three years at the following rates:

#### **Basic Services (Hourly Rate)**

<b>Option Year 1</b>		<b>Option Year 2</b>		<b>Option Year 3</b>	
<b>In Court</b>	<b>Out of Court</b>	<b>In Court</b>	<b>Out of Court</b>	<b>In Court</b>	<b>Out of Court</b>
\$	\$	\$	\$	\$	\$

#### **COLLECTIVE BARGAINING/LABOR RELATIONS**

##### **Negotiating Union Contracts (Hourly Rate)**

<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>
\$	\$	\$

##### **Labor Relation Arbitration (Hourly Rate)**

<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>
\$	\$	\$

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Certifications and  
Representations  
of Offerors**  
Non-Construction Contract

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

**2. Small, Minority, Women-Owned Business Concern Representation**

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

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- ☐ Black Americans      ☐ Asian Pacific Americans
- ☐ Hispanic Americans      ☐ Asian Indian Americans
- ☐ Native Americans      ☐ Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

## FORM OF NON-COLLUSIVE AFFIDAVIT

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

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

That he/she is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of:

\_\_\_\_\_  
**Proposer, if the Proposer is an individual**

\_\_\_\_\_  
**Partner, if the Proposer is a partnership**

\_\_\_\_\_  
**Officer, if the Proposer is a corporation**

### **DEBARMENT CERTIFICATION**

The undersigned, a Respondent to the Request for Proposals (RFP) issued by the Revere Housing Authority, hereby certifies to the Revere Housing Authority on behalf of itself and each member of Respondents development team, as follows:

In accordance with 24 CFR 85.35, Respondent certifies that neither Respondent, nor any member of the Respondent's development team is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent (Name of Firm)

By:\_\_\_\_\_  
Name of Signatory:  
Title:

**REAP CERTIFICATE**  
**STATEMENT OF TAX COMPLIANCE**

Pursuant to MGL c.62C, §49A, the individual signing this Contract on behalf of the Contractor, hereby certifies under the penalties of perjury that to the best of his/her knowledge and belief the Contractor has complied with any and all applicable laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting of child support.

The business organization social security or Federal Identification Number is \_\_\_\_\_.

Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



## **CONTRACT FOR ENGAGEMENT OF LEGAL SERVICES**

THIS AGREEMENT made as of \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between The Revere Housing Authority, hereinafter referred to as the “**Authority**” and \_\_\_\_\_, hereinafter referred to as the “**Attorney**”

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

**Article 1. Scope of Services.** The Authority hereby retains the Attorney as legal counsel to perform legal services hereinafter described during the entire term of this agreement in connection with and arising out of the operation and the maintenance of state and federal public housing developments and programs under the jurisdiction of the Authority.

1. Attend RHA Board of Commissioners Meetings to provide legal advice and to be available for consultation with RHA staff and Commissioners acting in their official capacity;
2. Review the legality of all contracts to which the RHA is a party and advise on disputes arising under such contracts;
3. Prepare contracts and other legal documents as required in the course of RHA business;
4. Guide and assist staff with tenant eviction procedures and legal matters pertaining to tenancy;
5. Attend conferences and/or hearings regarding RHA business with the City of Revere, DHCD and HUD or its representatives upon invitation, and with other public or private agencies;
6. Advise and assist with the implementation of policies to ensure that it complies with state and federal requirements;
7. Serve as liaison with recognized tenant groups or their legal representatives or agents, when directed to do so by the RHA;
8. Respond in a good-faith manner to tenant inquiries of a legal nature ;
9. Provide advice regarding and represent the RHA in actions by or against the RHA before a Court, DHCD and HUD Appeals Body, Massachusetts Commission Against Discrimination (MCAD), or other public agency;
10. Render other legal services normally required in the conduct of RHA business;
11. Supervise and provide guidance to staff on eviction procedures, and where necessary Prosecute evictions;
12. Assist in the enforcement of RHA rules and regulations, if any, with letters, calls or other appropriate action;
13. Representation of the RHA in all matters pertaining to labor relations and employment law including negotiating union contracts and union arbitration;
14. Perform legal services in connection with land acquisition for new public housing developments or project improvements, including searching titles and preparing deeds, securing exceptions and/or variances from zoning and building ordinances, applying for zoning alternatives, and carrying out eminent domain proceedings where necessary;

**Article 2. Term of Contract.** Attorney shall commence its performance of Services under this Contract for a Base Contract Term of three (3) years from \_\_\_\_\_ to \_\_\_\_\_. The Authority may at its sole option, exercise its option to renew this contract upon the same terms for an additional period of two (2) additional years by delivering written notice to Attorney at least ten (10) days before expiration of base contract term.

**Article 3. Contract Sum.** For services listed in Section 1: Scope of Services, above, the Authority agrees to pay said Attorney at following rates. The contract shall not exceed \$250,000 over the entire term of the contract.

Hourly rate for services rendered out of Court; \$ \_\_\_\_\_

Hourly rate for services rendered in Court; \$ \_\_\_\_\_

Hourly rate for Collective Bargaining Agreements; \$ \_\_\_\_\_

Hourly rate for Labor Relation Arbitration; \$ \_\_\_\_\_

**3.1 Allowable Additional Costs Defined.** Attorney shall be reimbursed for all necessary travel and subsistence expenses in connection with the performance of the duties of the Attorney. The Authority shall also reimburse the Attorney for expenses and disbursements incurred in connection with legal matters handled by the Attorney, such as court cost, filing fees, witness fees or other relevant documents. No reimbursement will be due or payable by the Authority until documentation of such expenses has been submitted to and approved by the Authority.

**3.2 Content of Invoices.** Such invoices shall contain an itemized statement for each legal matter assigned of each task completed, the time spend on each such task, the name of the individual who performed such task, the hourly rate or portion thereof charged for such task, invoices, receipts, or other equivalent back-up and the total charge to date for each legal matter assigned. Where work on an assigned legal matter has been completed, the invoice shall reflect that it is the final charge.

**Article 4. Suspension and Termination.** The Authority may terminate services upon ten (10) days written notice to Attorney for any reason deemed by the Authority to be in the public interest. In the event of termination by the Authority prior to completion of services, Attorney shall be entitled to payment of services performed prior to the effective date of such termination. In the event of termination, payment shall be conditioned upon the delivery to the Authority by the Attorney all opinions, documents and other materials prepared by the Attorney in the performance of services.

**Article 5. Conflict of Interest.** The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority.

**Article 6. Equal Opportunity.** The Contractor shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Contractor to use best efforts to employ qualified tenants of the awarding authority for any positions which are open at the time the contract is awarded or which become open during the term of the contract.

**Article 7. The Contract Documents.** The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: Request for Proposals, Proposer's Technical and Fee Proposal, and, any amendments or addenda issued prior to award and any modification agreed to after the award. No contract amendments shall be made except in writing upon the express agreement of the parties.

**Article 8. Ownership of Documents.** All opinions, documents and other materials prepared by Attorney in the performance of services hereunder shall be the property of the Authority. The Authority may use any and all such materials for such purposes and so often as the Authority desires, either in whole or in part, or in modified form, without further employment of the Attorney, or additional compensation therefore. The Attorney shall take no action in derogation of the rights of the Authority to ownership of such property and shall take reasonable actions necessary to protect such rights

**Article 9. REAP Certification.** Pursuant to M.G.L. c.62(c), §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Article 10. Certification of Non-Collusion.** The undersigned certifies under penalties of perjury that their price quote has been made in and submitted in good faith and without collusion or fraud with any other person. The undersigned further certifies that it is not debarred from doing public work in the Commonwealth or by federal government under any applicable debarment provisions. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

**Article 11. Worker Documentation Certification.** In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

**Article 12. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**Article 13. HUD Contract Clauses.** HUD 7460 8c 05 Table 5-1 Required Contract Clauses for Small Purchases is applicable to this contract and is attached hereto.

**IN WITNESS WHEREOF,** the Authority and the Attorney have executed this Agreement on the day and date first above written.

**Attorney**

**Revere Housing Authority  
70 Cooledge Street, Revere, MA 02151**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**HUD ADDENDUM  
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES**

**PART II – TERMS AND CONDITIONS**

1. Changes. The local Public Agency, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.
2. Personnel
  - a. The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationships with the Local Public Agency.
  - b. All the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
  - c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
3. Anti-Kickback Rules. If applicable, salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issues by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors hereunder except as the Secretary of labor may specifically provide for variations of or exemptions from the requirements thereof. (Applies to all contracts for construction or repair.)
4. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor hereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
5. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the local Public Agency for the latter's decision which shall be final with respect thereto.
6. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, national origin, ancestry, sex, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, religion or national origin, ancestry, sex, or handicap. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the local Public Agency setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, religion, national origin, ancestry, sex, or handicap.
  - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.
7. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his/her employer.
8. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
9. Subcontracting. None of the services covered by this Contract shall be subcontracted. The Contractor shall be as fully responsible to the local Public Agency for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them, as he/she is of the acts and omissions of person directly employed by him/her.
10. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the local Public Agency; provided however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.
11. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with carrying out of the Project or other work or services to which this Contract pertains, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or its proceeds.

12. Interest of Other Public Officials. No member of the governing body of the locality in which the Local Public Agency is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project or other work of service to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
13. 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 Contract or to any benefit to arise herefrom.
14. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the property to which this Contract pertains or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
15. Findings Confidential. All of the reports, information, studies, submissions and/or data prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Local Public Agency.
16. Commission Fees. The Contractor covenants that he/she has not employed or retained any company or person (other than a full-time bona fide employee working for the Contractor) to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person (other than such an employee) any gift, contribution, fee commission, percentage, or brokerage fee, contingent upon or resulting from the award of this Contract.
17. REAP Certification. Pursuant to MGL c.62C, §49A, the individual signing this Contract on behalf of the Contractor, hereby certifies under the penalties of perjury that to the best of his/her knowledge and belief the Contractor has complied with any and all applicable laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting of child support.
18. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
19. Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33USC 1251 et seq.) as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
20. Byrd Anti-Lobbying Amendment (31 USC 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

21. Accessibility Notice: Section 504 Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988, PIH 2002-01 (HA) (the "Accessibility Notice") - The Accessibility Notice provides Federal Funds recipients with information concerning the various non-discrimination and accessibility related laws and regulations they are required to comply with. The Accessibility Notice, as it may be amended, is incorporated by reference into this Contract; a copy of the Accessibility Notice will be provided to the Contractor by the Authority upon request.

---

Date

---

Respondent (Name of Firm)

---

Signature:

---

Title: