

**REQUEST FOR PROPOSALS (RFP)
FOR
LEGAL SERVICES
FOR
PROGRESSIVE HOUSING
SOLUTIONS, INC.
AND
AFFILIATED ENTITIES**

RFP# 10252019-PHS

Prepared by:

The Progressive Housing Solutions, Inc.
400 East Tuscarawas Street
Canton, OH 44702

**Request for Proposal
For
RFP # 10252019-PHS**

The Progressive Housing Solutions, Inc. and its affiliated entities are seeking sealed proposals from qualified firms with demonstrated professional competence and experience in providing legal services for real estate development projects.

All responses to the RFP must be enclosed in a sealed envelope and labeled as follows with the specific information: **RFP # 10252019-PHS. The RFP response must be addressed to Progressive Housing Solutions, Inc., Procurement & Contracting Department, 400 East Tuscarawas Street Canton, Ohio 44702.**

This Request for Proposals (RFP) contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. Prospective proposers desiring any explanation or interpretation of the solicitation must request it at least ten (10) calendar days before the RFP submittal deadline. The request must be addressed to the Procurement and Contracting Department, at the address stated above. Any information given to a prospective proposer about this solicitation will be furnished to all other prospective proposers as a written amendment to the solicitation.

Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening. Submissions will be evaluated on the criteria stated in the RFP. After evaluation of the responses, the Contract will be awarded to the proposer/s representing the "Best Value" to PHS, INC. and its affiliated entities and reserves the right to reject any and all submissions.

Progressive Housing Solutions, Inc., will receive proposals for **Legal Services** until 2:00 P.M. **Eastern Time, March 12, 2020**, at Progressive Housing Solutions, Inc. **400 E. Tuscarawas Street Canton, OH 44702**, at which time and place all submittals will be opened.

The Request for Proposals can be obtained online at <http://www.starkmha.org>; or by contacting the Procurement & Contracting Department, at bids@starkmha.org

Notice: Contact with members of the Board of Commissioners, or officers and employees other than the contact person shown above, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective Proposer(s) during the RFP process, if meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

The Progressive Housing Solutions, Inc.
Canton, OH

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INTRODUCTION

Progressive Housing Solutions, Inc., is a nonprofit entity that was formed to provide housing and housing assistance to Stark County families.

RFP INFORMATION AT A GLANCE

CONTACT PERSON	Procurement & Contracting Specialist bids@starkmha.org
HOW TO OBTAIN THE RFP DOCUMENTS	1. Access: www.starkmha.org . 2. Email request to: Procurement & Contracting Department bids@starkmha.org
HOW TO FULLY RESPOND TO THIS RFP	Submit 1 unbound original, 3 bound copies and 1 electronic copy (CD or flash drive) of the proposal to the Procurement & Contracting Dept. in the format as described under item 5.0, Form of Proposal. Use the Form of Proposal checklist (Attachment A)
DATE ISSUED	February 12, 2020
Q & A DEADLINE	March 2, 2020 by 12:00 P.M.
RFP SUBMITAL RETURN & DEADLINE	March 12, 2020 at 2:00 P.M. Procurement & Contracting Dept. 400 East Tuscarawas Street Canton, Ohio 44702
ANTICIPATED AWARD DATE	March 2020

REQUEST FOR PROPOSAL

1.0 GENERAL INFORMATION:

- 1.1 **Statement of Purpose:** The Progressive Housing Solutions, Inc. and its affiliated entities are seeking proposals from qualified, licensed and bonded entities to provide legal services for real estate development projects. The term of the service agreement (Contract) will begin with an initial contract term of three (3) years with a two (2) year renewal option. Renewal option must be agreed upon in writing by both parties.
- 1.2 Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that the submission of a proposal to is not a right by which to be awarded a contract, but merely is an offer by the prospective proposer to perform the requirements of the RFP documents in the event decides to consider to award a contract to that proposer.
- 1.3 **Proposer's Responsibilities-Contact with PHS, Inc.:** It is the responsibility of the proposer to address all communication and correspondences pertaining to this RFP process to only the Contract and Procurement Specialist via email at bids@starkmha.org. Proposers must not make inquiry or communicate with any other 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 to not consider a proposal submittal received from any proposer who has not followed this directive. During the RFP solicitation process, the Contract and Procurement Specialist will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective proposers.
- 1.7 **Type of Contract resulting from RFP:** Firm Fixed Pricing

2.0 PROGRESSIVE HOUSING SOLUTIONS INC.'S RESERVATION OF RIGHTS:

- 2.1 PHS, INC reserves the right to 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 to be in its best interests.
- 2.2 PHS, INC reserves the right not to award a contract pursuant to this RFP.
- 2.3 PHS, INC reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to the successful proposer(s).
- 2.4 PHS, INC reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 2.5 PHS, INC reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from the CA.

- 2.6** PHS, INC reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of Progressive Housing Solutions Inc.'s Contract and Procurement Specialist successfully concluded within a reasonable timeframe as determined by Progressive Housing Solutions Inc., shall retain the right to end such negotiations.
- 2.7** PHS, INC reserves the right to 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.
- 2.8** PHS, INC. shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 2.9** PHS, INC. reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform the Contract and Procurement Specialist in writing within five (5) days of the discovery of any item that is issued thereafter by that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve Progressive Housing Solutions Inc., but not the prospective proposer, of any responsibility pertaining to such issue.
- 2.10** PHS, INC. reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on Progressive Housing Solutions Inc.'s website www.starkmha.org. Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers. It is the responsibility of the proposer to ensure all addenda have been received.
- 2.11** In the case of rejection of all proposals, Progressive Housing Solutions Inc. reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of Progressive Housing Solutions Inc., the best interest of will be promoted.
- 2.12** PHS, INC. reserves the right to, without any liability; cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- 2.13** PHS, INC. reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
- 2.13.1** Funding is not available,
- 2.13.2** Legal restrictions are placed upon the expenditure of monies for this category.
- 2.13.3** Progressive Housing Solutions Inc.'s requirements in good faith change after award of the contract.

- 2.14 PHS, INC. reserves the right to make an award to more than one proposer based on ratings and to award with or without negotiations or a best and final offer (BAFO).
- 2.15 PHS, INC. reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form required by within two (2) days of written request.
- 2.16 PHS, INC. reserves the right to amend the contract any time prior to contract execution.
- 2.17 PHS, INC. reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.
- 2.18 In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, Progressive Housing Solutions Inc. reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.

3.0 **CONDITIONS TO BID:**

- 3.1 **Pre-Qualification of Proposers:** Prospective proposers will not be required to prequalify in order to submit a proposal. However, all proposers will be required to submit adequate information showing the proposer is qualified to perform the required work (i.e. **Vendor Registration Form (ATTACHMENT F)**). Failure by the prospective proposer to provide the requested information may, at Progressive Housing Solutions Inc.'s discretion, eliminate that Proposer from consideration, provided that all Proposers were required to submit the same information.
- 3.2 **RFP Forms, Documents, Specifications and Drawings:**
 - 3.2.1 Prior to submitting a proposal in response to the RFP, it shall be each prospective proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.
- 3.3 **Submission and Receipts by Progressive Housing Solutions Inc.:**
 - 3.3.1 **Time for Receiving Proposals:** Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by Progressive Housing Solutions Inc. The Contract and Procurement Specialist, whose duty it is to open such proposals, will decide when the specified time has arrive. No proposal received after the designated deadline shall be considered.
 - 3.3.1.1 **Proposers** are cautioned that any submittal that is time stamped as being received by Progressive Housing Solutions Inc. after the exact time set as the deadline for the receiving of proposals shall not be considered. Any

such proposals inadvertently opened shall be ruled to be invalid. No responsibility will be attach to Progressive Housing Solutions Inc. or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

3.3.1.2 A total of one (1) unbound original signature copy (marked "ORIGINAL"), three (3) unbound copies and one (1) electronic copy (CD or flash drive), shall be placed unfolded in a sealed package with the proposer's name and return address and addressed as follows:

**RFP # 10252019-PHS
Legal Services
{March 12, 2020; 2:00 P.M.}
Progressive Housing Solutions, Inc.
Procurement & Contracting Department
400 E. Tuscarawas Street
Canton, OH 44702**

3.3.2 **Withdrawal of Proposals:** Late Submissions, Modifications and Withdrawal of proposals. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

3.3.2.1 **Procedure to withdraw proposal submittal:** A request for withdrawal of a proposal due to a purported error need not be considered by Progressive Housing Solutions Inc. unless filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by Progressive Housing Solutions Inc., be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as retains the right to accept or reject any proposed withdrawal for a mistake.

3.4 **Exceptions to Specifications:**

3.4.1 A prospective proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the Contract and Procurement Specialist, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must also be included. Progressive Housing Solutions Inc. reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements, or may reject the prospective proposer's request.

3.4.2 When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the

specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

4.0 **FORM OF PROPOSAL:**

4.1 The proposal shall be submitted in the following manner. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the Contract and Procurement Specialist, eliminate that proposer from consideration for award.

4.2 **Required Forms:** All required forms furnished by as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original form (for example, signature lines must appear on the page which the line was originally intended)

4.3 **Tabbed Proposal Submittal:** intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Bid" basis. Therefore, so that Progressive Housing Solutions Inc. can properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers and the number on the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. None of the proposed services may conflict with any requirement Progressive Housing Solutions Inc. has published herein or has issued by addendum.

All proposals submitted in response to this RFP shall be formatted in accordance with the sequence noted below (Tab 1 through Tab 4).

4.3.1 **Tab 1, Form of Proposal:** This Form is attached hereto as **(Attachment B)** to this RFP document. This one-page Form must be fully completed, and submitted under this tab as a part of the proposal submittal. The proposed fee section of this form will be intentionally left blank in the proposal submittals.

4.3.2 **Tab 2, Proposal Fee Sheet:** This Form is attached hereto as **(Attachment C)** to this RFP document. This one-page Form shall be fully completed, including acknowledgement of any addendum issued.

4.3.3 **Tab 3, Proposer's Certification:** This Form is attached hereto as **(ATTACHMENT D)** to this RFP document. This one-page Form must be fully completed, and submitted

under this tab as a part of the proposal submittal. Where provided thereon and submitted under this tab as a part of the proposal submittal.

- 4.3.4 **Tab 4, Profile of Firm: (Attachment J)** The proposer shall complete provide details of company.
- 4.3.5 **Tab 5, Vendor Registration:** The Vendor Registration Form is attached hereto as **(Attachment F)** to this RFP document. This two-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal by the Proposer and each subcontractor.
- 4.3.5 **Tab 6, Non-Collusive Affidavit:** Attachment N) The proposer is required to confirm there was no collusion in their proposal.

5.0 PROPOSAL EVALUATION

- 5.1 Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals are not publicly opened and the results will be a matter of public record. When Progressive Housing Solutions Inc. has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, shall notify the successful proposer.
 - 5.1.1 All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.
- 5.2 **Evaluation:** Each proposal submittal will be evaluated based upon the following information and criteria:
 - 5.2.1 **Initial Evaluation-Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).
 - 5.2.2 **Evaluation-Responsibility:** shall select a minimum of a three person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer's level of responsibility. Progressive Housing Solutions Inc. will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by Progressive Housing Solutions Inc.. All proposals would be evaluated as to their overall value to Progressive Housing Solutions Inc..
 - 5.2.3 **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation on Progressive Housing Solutions Inc.'s evaluation panel. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on Progressive Housing Solutions Inc.'s evaluation panel.

5.2.4 Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

NO.	CRITERIA DESCRIPTION	
1	10 points	Provide company's years in business, employee experience and education, and proof of required insurance.
2	20 points	Provide evidence of company's ability to perform the work including providing traditional and bond financing.
3	10 points	Points will be awarded to companies who are Minority Business Enterprises or who subcontract 20% to MBE's and who comply with Section 3 of the Housing and Urban Development Act of 1969 by providing employment, training, or contracting opportunities.
4	60 points	Submit rates for housing development financing.

5.2.5 Competitive Range: Once a competitive range is established from the proposals submitted, Progressive Housing Solutions Inc. reserves the right to require Proposers within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

5.3 Mistake in Proposal Submitted:

5.3.1 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at PHS Inc.'s discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the Contract and Procurement Specialist, for review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any proposer an advantage over another.

5.4 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at Progressive Housing Solutions Inc.'s discretion, be reason for rejection:

5.4.1 If the forms furnished by are not used or are altered or if the proposed costs are not submitted as required and where provided.

5.4.2 If all requested completed attachments do not accompany the proposal submittal.

5.4.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

- 5.4.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
 - 5.4.5 If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from Progressive Housing Solutions Inc.'s cost estimate for that item.
- 5.5 Disqualification of Proposers:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:
- 5.5.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as proposers or proposers for any future work with until such participant shall have been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
 - 5.5.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
 - 5.5.3 Lack of competency, lack of experience and/or lack of adequate machinery and/or other resources.
 - 5.5.4 Unsatisfactory performance record as shown by past work for Progressive Housing Solutions Inc. or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
 - 5.5.5 Incomplete work, which in the judgment of Progressive Housing Solutions Inc., might hinder or prevent prompt completion of additional work, if awarded.
 - 5.5.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding.
 - 5.5.7 Failure to comply with any qualification requirements of Progressive Housing Solutions Inc..
 - 5.5.8 As required by the RFP documents, failure of the successful proposer to be properly licensed by the City, County and/or the State of Ohio and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a proposer receives an award unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to within 10 days of contract signature:
 - 5.5.9 Any reason to be determined in good faith, to be in the best interests of Progressive Housing Solutions Inc.
- 5.6 Award of Proposal(s):** The successful proposer shall be determined by the top rated responsive and responsible proposer as determined by the evaluation process and presentations detailed above and any further negotiations, provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of , to the bests interests of to accept the proposal.

6.0 RIGHT TO PROTEST

- 6.1 Rights:** Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.
- 6.1.1** An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by Progressive Housing Solutions Inc. and wishes to correct the alleged inequitable condition or situation. To be eligible to file a protest with Progressive Housing Solutions Inc. pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. recipient of the RFP documents) when the alleged situation occurred. Progressive Housing Solutions Inc. has no obligation to consider a protest filed by any party that does not meet these criteria.
- 6.1.2** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of Progressive Housing Solutions Inc.'s procurement policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Director of Planning & Development for a written decision. The Director of Planning & Development shall make a recommendation to the Contracting & Procurement Specialist who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

APPEAL OF RFP # 10252019-PHS
ATTN: Procurement and Contracting Department
Progressive Housing Solutions, Inc.
400 E. Tuscarawas Street
Canton, OH 44702

7.0 DISPUTES UNDER THE CONTRACT

- 7.1 Procedures:** In addition to the procedures detailed within Form HUD-5370-C Section I and II, in the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in

writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

8.0 ADDITIONAL CONSIDERATIONS

8.1 Escalation: This is a Firm Fixed Price Contract with no escalation provisions.

8.2 Official, Agent and Employees of the Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of Progressive Housing Solutions Inc. in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

8.3 Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, and State and all licensing laws applicable to its employees or other personnel furnished under this agreement.

8.4 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

8.5 Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

8.6 Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and may pursue compensatory and/or liquidated damages under the contract.

8.7 Limitation of Liability: In no event shall PHS, Inc. be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

8.8 Termination: Any contract resulting from this RFP may be terminated under the following conditions:

8.8.1 By mutual consent of both parties, and

8.8.2 For Termination for Cause: Progressive Housing Solutions Inc. may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from Progressive Housing Solutions Inc., fails to correct such failures within seven (7) days or such other period as may authorize or require.

8.8.2.1 Upon receipt of a notice of termination issued from Progressive Housing Solutions Inc., the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by in the notice of termination.

8.8.2.1.1 Progressive Housing Solutions Inc. may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

8.8.3 Termination for Convenience: In the sole discretion of the Contracting & Procurement Specialist, Progressive Housing Solutions Inc. may terminate any and all contracts resulting from this RFP in whole or part upon fourteen (14) days prior notice to the Contractor when it is determined to be in the best interest of Progressive Housing Solutions Inc.

8.8.4 The rights and remedies of provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

8.9 Invoicing (If applicable):

8.9.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal or best and final offer as accepted by and may not invoice until all work is completed and accepted by Progressive Housing Solutions Inc.

8.9.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, date of service, and address of service location or delivery address.

8.9.3 Upon the Award of Contract, Contractor shall receive a request from Progressive Housing Solutions Inc. to process all payments electronically to insure prompt and efficient payment of all invoices.

8.9.4 Invoices shall be sent to the following address:
Progressive Housing Solutions, Inc.
Finance Department
400 E. Tuscarawas Street
Canton, OH 44702

- 8.10 Right to data and Patent Rights:** Progressive Housing Solutions Inc. shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters
- 8.11 Public Law 90-284, Title VIII of the Civil Rights Act of 1968 and its Amendments (Fair Housing Act):** Both parties agree to comply and prohibit any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. As a result, requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 8.12 Age Discrimination Act of 1975 and its amendments:** Requires the Contractor to prohibit discrimination on the basis of age.
- 8.13 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.) and its amendments:** requires Contractors to comply with this law.
- 8.14 Conflicting Conditions:** In the even there is a conflict between the documents comprising this RFP and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: the term/conditions in the body of any resulting contract; (2) the RFP; and (3) Contractor's Response..
- 8.15 Interpretations:** No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications, drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing at least seven (7) days prior to the submission deadline. Official interpretations will be issued in the form of addenda, which will be posted on www.starkmha.org; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).
- 8.16 Contract Form:** PHS, Inc. will not execute a contract on the successful proposer's form. Contracts will only be executed on Progressive Housing Solutions Inc.'s form. By submitting a proposal, the successful proposer agrees to this condition. However, Progressive Housing Solutions Inc. will consider any contract clauses that the proposer wishes to include therein, but the failure of PHS, Inc. to include such clauses does not give the successful proposer the right to refuse to execute Progressive Housing Solutions Inc.'s contract form. It is the responsibility of each prospective proposer to notify Progressive Housing Solutions Inc., in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. Progressive Housing Solutions Inc. will consider such clauses and determine whether or not to amend the Contract.

- 8.17 Immigration Reform:** By submitting a proposal Contractor certifies compliance with the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986 who will perform any labor or services under any resulting contract.
- 8.18 Most Favored Customer:** The Contractor agrees that if during the term of any resulting contract, the Contractor enters into any agreement with any other non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting Contract will at Progressive Housing Solutions Inc.'s option, be amended to accord equivalent advantage to Progressive Housing Solutions Inc..
- 8.19 Fair Labor Standards Act:** Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).

ATTACHMENT A: Scope of Work/Technical Specifications

PHS, INC. is looking to add the services of up to two qualified legal consultants/firms to assist the agency in the following areas; asset repositioning, development and redevelopment activities (including strategic planning, financing and regulatory requirements), potentially interdepartmental projects.

The successful candidate will have a demonstrated track record in development and redevelopment, expertise in public housing regulations and procedures (both state and federal), Low Income Housing Tax Credit (LIHTC) program and state and federal historic tax credits, Rental Assistance Demonstration program (RAD) and excellent written and verbal communication skills. The consultant will be expected to provide the PHS, INC. staff with assistance on an as needed basis for specific projects and tasks that could include some portion or all of the following:

- a. Advise PHS, INC. on local, state and federal statutory and regulatory matters, including but not limited to;
- b. Public housing, Federal and state procurement,
- c. Federal and state mixed finance and development,
- d. Housing Choice Voucher/Project Based Assistance,
- e. Moving to work and/or the demonstration programs
- f. Low-income housing tax credits and tax-exempt bonds,
- g. Advise PHS, INC. on specific developments and/or revitalization plans, and provide as requested guidance on ownership structure, management plan, capital financing and operating budgets to ensure that the project is in compliance with all applicable statutory, regulatory and/or administrative requirements.
- h. Advise PHS, INC. and structure the various entities and associated agreements(s) necessary to effectuate the PHS, Inc. plans, including but not limited to, the creation of the limited partnerships and/or limited liability corporations, affiliates and/or instrumentalities.
- i. Advise PHS, INC. in negotiations with all consultants and funding agents, including, but not limited to, tax credit syndication structures, equity investors, bond underwriters, HUD and other public funders.
- j. Advise and prepare all requests for waivers from local, state and federal statutory requirements as necessary.

- k. Advise the PHS, INC. on legal matters pertaining to Federal, State and local government, including housing, real estate, procurement and contractual issues;
 - i. Initiation of unlawful detainer actions. PHS, INC. staff will normally prepare the initial notices when the action is based on unpaid rent.
 - ii. Contested litigation (generally unlawful detainer)
- l. Review, modification and updating of legal documents used by PHS, INC. in the course of its business e.g. resolutions, leases, contracts, forms, policies, etc.
- m. Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA);
- n. Advise PHS, INC. on all relevant federal and state mixed-finance requirement regulations, including review of applicability of state and federal procurement and construction laws and regulations.
- o. Advise PHS, INC. on applicable zoning matters, including review of comprehensive permit applications.
- p. Advise PHS, INC. on environmental due diligence, including review of applicable permit requirements.
- q. Advise and assist PHS, INC. as bond counsel in financing of real estate acquisition and redevelopment projects.
- r. If requested, coordinate and prepare all mixed-finance evidentiary and closing documents, including but not limited to review and negotiation of all senior and subordinate construction and permanent loan commitments (including short and long-term tax-exempt bond commitments) and equity investment commitments, review and negotiation of loan documents, title matters and drafting of various opinions.
- s. The PHS, INC. shall retain the right to have the successful proposer provide services in any matter that the PHS, Inc. believes the legal firm is qualified to provide and if, in the opinion of the Board, it is in the best interests of the PHS, Inc. to do so.
- t. The successful proposer will only be providing work pertaining to legal issues commonly addressed by a legal counsel and the successful proposer will not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.
- u. As may be further detailed herein, the PHS, Inc. may, on an as-needed basis, require the successful proposer to provide services pertaining to PHS, Inc.-related matters within the following areas, each pertaining to applicable Federal, State and local regulations, statutes, laws and codes:

- i. Human Resources;
 - ii. Accounting, Finance and related audits;
 - iii. Operations;
 - iv. Maintenance
 - v. Information Technology
 - vi. Housing Programs;
 - vii. U.S. Department of Housing and Urban Development (HUD);
and
 - viii. Any other matter the PHS, Inc. needs services for.
- v. Please note that the preceding is not intended to be an all-inclusive listing of all of the legal issues that the PHS, Inc. may remain the successful proposer to provide, but is intended to be a representative listing of issues that the PHS, Inc. has previously required such services for.
 - i. If the successful proposer does not have in-house a qualified person to provide any services required by the PHS, Inc., the successful proposer may retain another counsel who has such qualified person. Such retention must have the prior written approval of the PHS, Inc. 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 PHS, Inc. will contract with the successful proposer only, all ensuing payments for any contracted matter will be made by the PHS, Inc. to the successful proposer only.
- w. The PHS, Inc. reserves the right to , at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the Board, it is the best interests of the PHS, Inc.. 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.

ATTACHMENT B: Form of Proposal

FORM OF PROPOSAL

(Attachment B)

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

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete Proposer's Statement as noted below. Submit one (1) unbound original and one (1) electronic copy (either CD or flash drive) of the following documents:

<u>X</u>	<u>TAB</u> <u>#</u>	<u>Documents Required in Submittal</u>	<u>RFP</u> <u>Attachment</u>	<u>Page #</u>
	1	Form of Proposal	B	21
	2	Proposal Fee Sheet	C	23
	3	Proposers Certification	D	25
	4	Profile of Firm	E	27
	5	Vendor Registration Form and W-9	F	28
	6	Non Collusive Affidavit	G	34

ATTACHMENT C: PROPOSAL FEE SHEET

Proposal Fee Sheet

<u>Principal</u>	<u>Per Hour Rate</u>
Partner	\$
Senior Associate	\$
Associate	\$
Paralegal	\$

Addenda Acknowledgements

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Addendum #4 _____ Date _____

Company Name: _____

Email: _____

Phone: _____

Authorized Agent Signature: _____ Date: _____

ATTACHMENT D: PROPOSER'S CERTIFICATION

Proposer's Certification

By signing below, Proposer certifies that the following statements are true and correct:

1. He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Proposer's were provided herein will be delivered as specified in the RFP,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Proposer agrees that this RFP submittal shall remain open and valid for at least a period of 90 days from the date of the RFP Opening and that this RFP submittal shall constitute an offer, which, if accepted by and subject to the terms and conditions of such acceptance, shall result in a contract between and the undersigned Proposer,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this RFP.
6. Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business,
7. Proposer has not received compensation for participation in the preparation of the specifications for this RFP,
8. **Non-Collusive Affidavit:** The undersigned party submitting this Proposer hereby certifies that such submittal is genuine and not collusive and that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other Proposer, to fix overhead, profit or cost element of said proposal price, or that of any other Proposer or to secure any advantage against or any person interested in the proposed contract; and that all statements in said proposal are true.
9. He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency, and the individual or business entity named in this proposal is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
10. **Lobbying Prohibition:** The Proposer agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: _____ PRINT NAME: _____

(Print Company Name) (Company Phone & Fax & Email Address)

(Seal if by Corporation)

Date: _____

ATTACHMENT E: PROFILE OF FIRM

ATTACHMENT F: VENDOR REGISTRATION FORM



VENDOR REGISTRATION FORM

GENERAL INFORMATION (All fields required except Fax#)

Vendor Name: _____ Legal Name W9: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____ Other Phone: _____

E-mail: _____ Fax#: _____

Contact Person: _____ Signature & Title: _____

Number of Years Company has been in Service: _____

Number of Employees: _____

Taxpayer Identification Number or Social Security Number: _____

BUSINESS CLASSIFICATION (Select all that apply; must select at least 1)

- | | |
|---|---|
| <input type="checkbox"/> Individual/Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Not-for-Profit |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Resident Owned Business | |

FOR INTERNAL USE ONLY:

For Operations:
Staff Requesting: _____ Date: _____

For Accounting Dept:
Finance Staff: _____ Date: _____
Finance Review: _____ Date: _____

Yardi vendor code: _____



VENDOR REGISTRATION FORM

REFERENCES (Must enter 3 references)

Please provide references (within the last 12 months) for the services or goods that your business provides:

1 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

2 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

3 Company:
Contact Name:
Phone:
Physical Address:
E-mail:

DISCLAIMER

The completion and submission of the Vendor Registration Form does not guarantee any minimum or maximum amount of work for a Vendor. It simply means that a Vendor is registered to conduct business with SMHA as opportunities are made available. At that time, the Vendor may have the opportunity to submit a bid, quote or proposal. Likewise, the submission of a bid, quote or proposal does not guarantee any Vendor the right to an award as all procurement activity conducted by SMHA must be in full compliance with the following regulations:

- 2 CFR 200
- HUD Procurement Handbook 7460.8 REV 2
- SMHA's Procurement Policy and Procedures

You must submit a W-9 Form and a copy of your insurance certificate

Stark Metropolitan Housing Authority

Dear SMHA vendor:

It is Stark Metropolitan Housing Authorities (SMHA) goal and responsibility to treat organizations (vendors / contractors) providing services and or goods fairly and appropriately. Our vendors are critical in order for SMHA to achieve its mission statement:

“PEOPLE HOUSING PEOPLE: The Stark Metropolitan Housing Authority provides eligible residents of Stark County with quality housing in decent, safe, nourishing neighborhoods, by working in partnership with public and private sector. SMHA provides families with housing choices and opportunities to achieve self-sufficiency.

Vendors must submit invoices electronically to invoices@starkmha.org or mail to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable. SMHA payment terms is **“NET 30 DAYS”**. Net 30 days is common and typical industry and business payment standard. Net 30 days allows adequate time for SMHA to process transactions for payment with vendors. SMHA will deviate from net 30 days for vendors offering payment discounts for timelier payment. SMHA will attempt to take advantage of all payment discounts. Payment process typically involves staff forwarding appropriate supporting documentation, receipt of invoice and approval of invoice for payment. Vendors or contractors subject to provisions of Davis Bacon Act, SMHA is not permitted to make final complete payment until all required Davis Bacon documents have been received and verified.

Vendor must submit invoice electronically to invoices@starkmha.org or mail to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable. **Invoices sent to any other post office address, employee or email might delay timely payment.** SMHA finance department will make payment within 30 days of invoice date. For timely payment of correctly dated vendor invoices, SMHA’s check to vendor will be dated and mailed within 30 days of vendor invoice date.

No staff, except for Executive Director, Deputy Director or Finance Director can waive, modify, adjust or amend **NET 30 DAY** payment term or requirement to submit invoices electronically to invoices@starkmha.org or mailed to 400 East Tuscarawas Street Canton, Ohio 44702, Attention Accounts Payable.

Signature: _____ Date: _____

SMHA AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT
Vendor : (ACH CREDITS)

Vendor Information:

Vendor Legal Name: _____ Employer ID or SSN: _____
Point of Contact Name: _____ Phone Number: _____
Mailing Address: _____ Email Address: _____

(Required)

I (we) hereby authorize Stark Metropolitan Housing authority, hereafter called AGENCY, to initiate credit entries to my (our) account indicated below and the depository named below, hereafter called DEPOSITORY, to credit the same to such account.

Depository (Bank) Name: _____

Depository (Bank) Address: _____

Type of Account (Check one) : Checking Savings

Name on Account: _____

Routing Number: _____

Account Number: _____

This authority is to remain in force and effect until the AGENCY has received written notification of its termination in such time and in such manner as to afford the AGENCY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) (Please Print): _____

Signatures(s): _____

Date
Date

PLEASE PROVIDE VOIDED CHECK (NO DEPOSIT SLIPS PLEASE)

For Finance Only:

Vendor Code: _____

Finance Staff: _____
Date

Finance Reviewer: _____
Date

ATTACHMENT G: NON COLLUSIVE AFFADAVIT

Non-Collusive Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes
and states:

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

The party making the foregoing proposal, that such proposal is genuine and not collusive or sham, that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham proposal or to refrain from proposing and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposed price, or that of any Respondent, or to secure any advantage against:

Stark County Metropolitan Housing Authority

or, any person interested in the proposed contract, and that all statements in said proposal are true.

Signature: _____

Respondent, if Respondent is an individual

Partner, if the Respondent is a partnership

Officer, if the Respondent is a corporation