

**REQUEST FOR PROPOSAL  
LEGAL SERVICES**

**Housing Authority of the Town Of Glastonbury**

**May 11, 2018**

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**LEGAL NOTICE  
HOUSING GHA OF THE TOWN OF GLASTONBURY  
REQUEST FOR PROPOSAL  
Legal Services**

The Housing Authority of the Town of Glastonbury (“GHA”) is seeking a qualified, licensed and reputable entity or entities to provide legal services to the GHA on various matters related to the general business of the GHA and to the management of its different programs.

Interested parties must demonstrate they are licensed to practice law in the State of Connecticut, are admitted to the Connecticut Bar and exhibit a broad range of representation in affordable housing related matters.

Request for Proposal (RFP) documents are available in the main office of the Glastonbury Housing Authority or can be requested by email by contacting Neil Griffin, Executive Director ([ngriffin@glastha.org](mailto:ngriffin@glastha.org)). The RFP is also available on the GHA website at [www.glastha.org](http://www.glastha.org).

Sealed proposals can be mailed or delivered, in accordance to the instructions contained in the RFP, to the Glastonbury Housing Authority, 25 Risley Road, Glastonbury. CT 06033  
Attention: RFP Legal Services no later than 3:00 P.M. local time on Monday, June 25, 2018.

GHA reserves the right to award in part, to reject any and all proposals in whole or in part, or to waive any technical defects, irregularities and omissions if, in its judgment, the best interests of the GHA will be served.

GHA IS AN EQUAL OPPORTUNITY EMPLOYER.

## **GLASTONBURY HOUSING AUTHORITY AGENCY PROFILE**

The Housing Authority of the Town of Glastonbury (“GHA”) was created in 1943 and is governed by a five member board of commissioners. GHA manages a total of 434 affordable housing units within the Town of Glastonbury and has a 33 voucher Housing Choice Voucher (Section 8) program. GHA’s portfolio of properties includes a complex mix of property types and programs with multifaceted operational and compliance requirements including, but not limited to, the State of Connecticut (the “State”) Congregate, Affordable, Elderly and Affordable Assisted Living, federal Low-Income Housing Tax Credits (“LIHTCs”) and federal Department of Housing and Urban Development (“HUD”) Section 8 rental assistance and Low Income Public Housing.

The GHA has about \$12.2 million in net assets an operating budget of approximately \$3.3 million and has 20 employees (13 full-time and 7 part-time). The GHA’s main office is located at 25 Risley Road in Glastonbury, Connecticut. The Housing Authority has also created, Glastonbury Assisted Housing, Non-Profit, Inc., a non-profit 501 (c)(3), to help further its mission of ensuring the provision of housing opportunities for lower income persons in a viable community setting

In addition to managing properties, GHA and it’s non-profit, Glastonbury Assisted Housing, Nonprofit, Inc., has and looks to continue to redevelop or develop different housing opportunities to complement GHA’s portfolio. GHA also serves as the administering agency of the Town of Glastonbury’s Moderate Priced Housing Program and staff liaison for the Town of Glastonbury’s Fair Rent Commission.

## **SCOPE OF SERVICES**

The GHA Attorney is required to provide legal advice and counsel to the Executive Director and Board of Commissioners on a variety of matters pertaining to housing authority operations. Advice and legal support is also provided to various housing authority departments. The delivery of legal services is coordinated through the Executive Director and may only be requested by the Executive Director and Board of Commissioners. The scope of services shall include, but is not limited to the following:

- To act as Attorney for the GHA in all matters for which the GHA may request legal counsel. Represent the GHA in all general litigation matters, both as plaintiff’s counsel and defendant’s counsel.
- As requested by GHA, advise and inform Executive Director and Board of Commissioners of the GHA on matters pertaining to legal rights, obligations, regulations, and laws, either existing, new, or pending, which would have an effect or impact upon the operations and policies and procedures of the GHA. Review decisions and other legal documents for compliance with applicable laws and regulations, and give legal consultation and guidance in connection with the management of its business, and handle any other routine legal services.
- To review contracts and bidding documents including those for the construction or rehabilitation of new or existing housing developments at the request of the GHA.
- At the request of the GHA to review the legality of contracts to which the GHA is a party, and advise the GHA on request regarding disputes arising under such contracts.

- To represent and advise members of the GHA Board of Commissioners; and GHA staff, acting in their official capacity.
- To give advice regarding, and represent the GHA in actions by or against the GHA before CT Commission on Human Rights and Opportunities (CHRO).
- Advice and Assistance to GHA in preparation or analysis of leases, rules & regulations and lease addendums.
- Represent the GHA in summary process actions for non-payment of rent and serious nuisance.
- Act as real estate counsel to the GHA and its nonprofit assisting in all legal aspects of acquisition, development, financing and operation of multifamily housing. Assist in negotiate development terms, partnership agreements, management agreements contracts, restrictive covenants, declarations of trust, loan documents and other required terms and agreements. Provide legal representation and guidance for closings (including but not limited to CHFA, DOH and HUD).
- Perform legal services in connection with land acquisition for new developments or project improvements, including title searches 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.
- To advise or represent the GHA in all personnel, labor relations and employee discipline matters.
- To provide legal services for GHA's non-profit corporation at the request of the GHA.

### **Insurance**

The respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the respondent and all of its agents, employees, sub-contractors and other providers of services and shall name the GHA, its employees and agents as an Additional Insured on a primary and non-contributory basis to the respondent's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the respondent's Certificate of Insurance. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the GHA. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Building Damage

- Each Occurrence \$1,000,000
- Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)

A Waiver of Subrogation shall be provided

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles

Limit of Liability for Bodily Injury and Building Damage:

- Per Accident \$1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The awarded respondent(s) will be responsible to provide written notice to the Owner 30 days prior to cancellation of any insurance policy.

The respondent agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

The respondent shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.

The respondent shall direct its Insurer to provide a Certificate of Insurance to the GHA before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 30 days prior to cancellation of any insurance policy. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The respondent shall provide the GHA copies of any such insurance policies upon request.

**Indemnification**

To the fullest extent permitted by law, the respondent shall indemnify and hold harmless the GHA and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the respondent to perform or furnish either of the services, or anyone for whose acts the respondent may be liable. As to any and all claims against the GHA or any of its consultants, agents or employees by any employee of respondent by any person or organization directly or indirectly

employed by respondent to perform or furnish any of the work, or by anyone for whose acts respondent may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for respondent under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

The above insurance requirements are the GHA's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.

### **Cost of Services**

Proposals must indicate the cost of professional services on an hourly basis and also indicate any cost differential between partner time, associate time, and paralegal time. Also indicate hourly cost differential for general litigation/legal services, summary process litigation, etc. Also provide any flat costs for certain legal services (e.g. Notice to Quit, Writ, Summons and Complaint, courier services, etc.)

### **Submission Requirements**

#### **Submission Contents:**

1. One (1) original and five (5) copies of the proposal must be submitted in a sealed envelope and labeled. *RFP Legal Services*. See submission section of RFP for details.
2. Letter of transmittal indicating firm's interest in providing service and any other information that would assist GHA in its evaluation. The letter must be signed by a person legally authorized to bind the firm to a contract. The letter also must include the name of person(s) to be contacted for further information or clarification, including their phone.
3. Background and Qualifications Statement: The information shall include the name of the firm, areas of practice, capabilities and history of firm. Demonstrate qualifications to provide the services described herein. Include the number of years in business, number of employees/professional associates, location of office of offices, names of principals or employees who will provide the services, and type of entity (corporation, partnership, etc.).

Provide evidence of firm's ability to perform, implement and administer these services, emphasizing experience with other housing authority or multifamily non-profits.

Summarizes areas of expertise and experience including the types of services supplied to past and present clients. If the firm does not have experience or ability to provide services in certain areas of practice identified in scope of services please identify specific areas of practice and offer options, if any.

4. Provide a certification that the proposer and its attorney(s) has not been nor is currently under professional investigation and has not been disbarred, suspended or otherwise prohibited from professional practice by any federal, state or local tribunal.
5. Client References: Provide a minimum of three (3) professional references of

customers, clients or owners for whom you have delivered similar consulting/contracting services. Please provide addresses, phone numbers and individual contacts for each reference.

6. Fees and Costs: detailed proposal regarding the costs and expenses involved for the provision of GHA attorney services including any, hourly rates of personnel providing these services, discounts, invoiced expenses, annual caps, and other costs involved. Please also detail any administrative costs that the firm/individual will bill the GHA. For example: copier, computer research, postage, messenger, long distance phone calls. The term of appointment will be two (2) years with three one year options for extension, at the sole discretion of the GHA, subject to final Board action following the GHA attorney selection process. Each firm/individual submitting a proposal is requested to detail their fee proposal on a 2 year basis. Any influence the term of agreement may have on legal fees, cost containment or any other elements of GHA attorney services should be noted. Respondent may also include any alternative cost solutions they want the GHA to consider
7. Include a completed non-collusive affidavit. (attachment at end of RFP)

#### **Submissions:**

Interested parties should submit one (1) original and three (5) copies of its proposal, in a sealed envelope/box, that includes the following information on the envelope/box: title "RFP Legal Services", the company name, contact person and phone number, and the package shall be delivered to:

**Neil Griffin  
Housing Authority of the Town of Glastonbury  
25 Risley Road  
Glastonbury, CT 06033**

#### **Proposal/Response Deadline**

Proposals/Responses shall be due not later than 3:00 p.m. on Monday, June 25, 2018 at the above-stated address. Any proposal received after the specified time and date may not be considered

#### **Evaluation and Selection Criteria**

After a preliminary review of the proposals, the GHA may request any or all interested parties to make oral presentations. These will be scheduled by the GHA on an individual basis.

The lowest responsible bidder will be selected on the basis of greatest benefit to the GHA, not necessarily on the basis of lowest cost proposal submitted.

GHA will consider all responsive proposals and evaluate the same. The following are factors for award to be used in the evaluation of proposals:

1. Experience: Proposer's attorneys', paralegals' and law clerks', if any, professional qualifications, background, education, and experience in areas specified in the Scope of Services. *25pts*
2. Proposer's demonstrated experience and knowledge in areas of practice specified in the Scope of Services including information on any germane legal cases brought

- to Court and their outcome. Demonstrated degree of knowledge on relevant regulations, policies and statutes applicable to GHA housing stock. .30pts
3. Quality of Service: Ability to provide the required professional services in a timely manner as evidenced by past performance in terms of client contact, responsiveness, and turnaround time. The three professional references should be able to substantiate the timeliness and quality of service provided .25pts
  4. Proposer's Fees and Costs Schedule. 15pts
  5. Accuracy, overall quality, thoroughness and responsiveness to the GHA's requirements as summarized herein. 5pts

### **General Conditions**

Questions regarding this RFP should be sent, no later than five (5) business days prior to advertised response deadline, to Neil J. Griffin Jr., Executive Director, Housing Authority of the Town of Glastonbury, 25 Risley Road, Glastonbury, CT 06033 at [ngriffin@glastha.org](mailto:ngriffin@glastha.org).

No proposal shall be withdrawn for a period of sixty (60) days after the due date without the written consent of the GHA Board of Commissioners.

GHA reserves the right to make its final decision based solely on the proposals and/or to negotiate further with one or more firm/party. By submitting its proposal in response to this RFP, each respondent accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by the GHA

GHA reserves the right to split the award to different firms serving different areas of practice where it is beneficial to the GHA (example: awarding summary process actions to one firm and other practice areas to another firm(s))

GHA reserves the right to award in part, to reject any and all proposals in whole or in part, or to waive any technical defects, irregularities and omissions if, in its judgment, the best interests of the housing GHA will be served.

GHA reserves the right to not award a contract pursuant to this RFP.

GHA reserves the right to terminate any contract awarded pursuant to this RFP, at any time for its convenience upon fifteen (15) days written notice to the successful proposer(s).

GHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

Any person or agency subject to the HUD Debarment or US Attorney General's list of ineligible contractors will not be considered.

Any solicitation or lobbying to any GHA staff or Board of Commissioners concerning the outcome of this proposal is strictly prohibited and is grounds for disqualification from the proposal process.

GHA, at its sole discretion, may award this contract for a term of one year, or more than one year, but not longer than five years. In the event a term of longer than one year is awarded, the contract shall be approved based on agreed upon pricing for either the entire term or the renewal shall be based upon agreed pricing for each renewal term. If pricing cannot be agreed upon, the contract becomes null and void.

Submissions shall be considered public information unless advised otherwise by the proposer. The proposer shall include a separate letter stating which parts of the submission are deemed confidential and/or proprietary information not to be released.

Services provided by this RFP must meet the requirements of HUD Litigation Handbook 1530-1 Rev-5, May 18, 2004.

The proposer's submission will become part of any contract awarded.

**HOUSING AUTHORITY OF THE TOWN OF GLASTONBURY  
ATTACHMENT  
NON-COLLUSION STATEMENT**

The company submitting this proposal certifies that the proposal is genuine and is being submitted without any collusion, communication or agreement as to any matter relating to the proposal with any other respondent, competitor or potential competitor.

No attempt has been or will be made to induce any other person, partnership, corporation or other entity to submit or not to submit a proposal or to fix overhead profit, or cost element of said proposal, or that of any other or to secure any advantage against the Housing Authority of the Town of Glastonbury. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

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

Name of Company: \_\_\_\_\_  
\_\_\_\_\_

Name and Title of Agent: By  
(SIGNATURE):

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_