

**HOUSING AUTHORITY OF THE CITY OF NEW BRITAIN  
16 ARMISTICE STREET, NEW BRITAIN, CT 06053**

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
GENERAL COUNSEL**

**I. STATEMENT OF PURPOSE:**

The Housing Authority of the City Of New Britain (**Authority**) is seeking qualifications from experienced, local area law firms to provide general legal services. Qualifications requested are for a two (2) year period, with a fixed fee for services to remain constant for both years.

The purpose of this Request for Qualification is to obtain complete data from each law firm that will enable the Authority to determine the most qualified firm.

**II. STATEMENT OF WORK:**

1. To serve as legal counsel for the **Authority** in Court proceedings, and to appear for, and represent the **Authority** as general counsel in any litigation as either plaintiff or defendant counsel, as the case may apply. Render legal advice on all civil action and claims by, or against the **Authority**, whether in the nature of contract. The exception to this would be any extraordinary or unusual litigation, which would require prior approval of fees by the U.S. Department of Housing and Urban Development. In these cases, a separate and special litigation service contract would be negotiated for each litigation, as they may occur.
2. Advise and inform Executive Management Staff and the Board of Commissioners of the Authority 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 **Authority**. 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 as requested by the **Authority**.
3. Attend meetings as requested by the **Authority**. These meetings may consist of regularly monthly scheduled Board of Commissioners meetings; Special Board of Commissioner meetings (as requested by the Executive Director); tenant grievance hearing conferences (when appropriate); management and planning meetings with **Authority** staff (as requested); and attend any other meetings deemed necessary by the **Authority**. Supervise and attest the drafting of resolutions and meeting minutes

as they are recorded by the meeting secretary when requested.

4. Review procurement policies and procedures, contracts, bid processes, and professional service agreements for compliance with the **Authority's** existing policy, HUD and State of Connecticut regulations and existing laws, and executing approval of such utilizing standard Opinion of Counsel documentation as required by these Agencies. Research, analyze, assist in the development and / or provide opinions toward the development of **Authority** policies and procedures to ensure compliance with all applicable Federal, State, and Local applicable laws and regulations.
5. Interface with HUD legal counsel in order to comply with existing and changing regulations related to Public Housing Programs, and review and approval of contracts with these agencies relative to these programs.
6. Institute and bring to successful conclusion in Court of Original Jurisdiction all actions for recovery of possession of dwelling units, including the eviction processes, the collection of rent, and any other lease violations, as requested by the **Authority**.

### **III. FIRMS QUALIFICATION (Minimum):**

1. Firm should be admitted to the Connecticut Bar and licensed to practice law within the State of Connecticut.
2. Firm certifies by submission of a qualification proposal that it is not currently listed as a debarred, suspended, or an ineligible Firm by any agency of the Federal or State government including HUD, DECD or GSA (No proposal received from a disbarred, suspended, or ineligible Firm will be considered).
3. Knowledge of Laws, statutes, procedures etc. with regard to PHA's and Landlord / Tenant relations, Procurement and other Housing related issues.

### **IV. Selection Criteria / Evaluation Criteria:**

Firms will be evaluated on the basis of their written responses to this Request for Qualifications and their performance in oral interviews, if required. In addition to the proposed fee schedule, evaluation will be based upon the following criteria:

1. Experience and familiarity with Public Housing Management Processes, Local, State, and Federal (HUD) policies, rules and regulations, including contracting and procurement principles. **25 points**

2. Demonstrated knowledge of Public Housing / Resident and Landlord /Tenant Relations and Legalities. **25 points**
3. Resources and capacity currently available to provide the services described in Section II above in a timely and cost effective manner. **40 points**
4. Proposed fee schedule. **10 points**

The Authority will award a contract resulting from this Request for Qualifications that is the most advantageous to the Authority. The contract will be awarded on the basis of proposals received.

The Authority reserves the right to cancel this RFQ or to reject, in whole or in part, any and all qualification proposals received in response to this RFQ, upon its determination that such cancellation or rejection is in its best interest. The Authority further reserves the right to waive any deficiencies in the proposals received, if it is in the Authority's interest to do so.

**V. SUBMISSION REQUIREMENTS:**

1. Provide a brief description of the background of the firm and the individual attorneys who will be assigned to work with the **Authority**. Please indicate their probable areas of responsibility and the percentage of their time, which would be available to assist the **Authority**.
2. Provide a copy of the firm's Affirmative Action Policy or Program.
3. Provide a list of references for which your firm has rendered similar legal services. Please include names of persons to contact, as well as addresses and telephone numbers.
4. Certification that the firm and its attorney(s) has not been disbarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local tribunal.
5. Provide any additional information you deem relevant that would assist the **Authority** in its evaluation of your firm.
6. Statement of experience as General Counsel and Litigations.
7. Provide evidence of understanding of all various fields of expertise necessary to perform as the legal counsel for the **Authority**.
8. Capability and capacity, including adequate facilities and resources to accomplish work within required time frames.
9. Understanding of and proven ability to work with the State Department of Labor, State and Federal Court and other relevant administrative agencies.

**Proposals must be received at the New Britain Housing Authority Administrative Office no later than Monday, March 15, 2010 at 2:00 p.m. Eastern Standard Time.**

**Proposals must be delivered to:**

**Mary E. Royce, Executive Director  
Housing Authority of the City of New Britain  
16 Armistice Street  
New Britain, CT 06053**

All proposals (an original plus two (2) copies) must be submitted enclosed in a sealed envelope clearly marked “**Request for Qualifications – Legal Services**”. The envelope must be addressed, and mailed or delivered to the individual specified above. Proposers shall be responsible for actual delivery of qualification proposals during business hours at the above address. It will not be sufficient to show that a qualification proposal was mailed in time to be received before scheduled closing time for receipt of proposals. **FACSIMILE SUBMISSIONS OF QUALIFICATION ARE NOT ACCEPTABLE.** Qualification Proposals received after the specified time and date will be rejected.

The New Britain Housing Authority hereby reserves a period of not less than sixty (60) days, if necessary after March 15, 2010 to tabulate and evaluate all proposals submitted on or before the closing date and hour. No proposals may be withdrawn during the acceptance period of 60 days.

**VI. FEE STRUCTURE:**

Please provide a fixed fee amount for a two-year period for the performance of the services listed above. You may indicate a maximum cap of hours of representation available for the fixed fee. If a maximum cap is provided, also provide an hourly rate to be applied if the cap is exceeded.

- A. **Summary Process:** As identified in Section II:
1. The Authority initiates on average **10** eviction actions per month. Of the **10** actions initiated each month, approximately **6** are actually returned to court. The Authority will prepare the notices to quit. The authority is also responsible for scheduling, with the sheriffs, the service of the notices to quit and the actual evictions. Counsel will have to prepare and sign summons and complaints. Counsel will also be responsible for returning the complaints to court and taking all steps necessary to proceed to judgment and if necessary obtain an execution.
  2. Please provide a per case rate to be consistently charged over the two-year period. The per case rate should be provided for two stages in the process, a fee for writ preparation and a fee for all steps after returning the writs to court. The fixed rate bid is to be constant for the two-year period regardless of any change in volume from that presented above.

3. Counsel will also be responsible for eviction matters for reasons other than non-payment, such as failure of a tenant to recertify, nuisance and serious nuisance. The Authority prepares the 15-day notices for these actions. Counsel will be responsible for preparing the notices to quit, and the summons and complaints.
- A. **Hourly Rate:** For all **other legal services** other than Summary Process (as identified in Section II.)
  - B. **Reimbursement:** In addition, the Authority shall reimburse, all reasonable and necessary expenses or disbursements paid or incurred by Counsel on behalf of the Authority in connection with the above services as follows:
    1. The Authority will be responsible for any related costs or fees such as; filing fees, court costs, and any outside vendor costs incurred by Counsel.
    2. Travel cost will be reimbursed in accordance with HUD established per mile rate for in excess of 45 mile radius.
    3. All legal fees and costs are payable within 30-days after submission of the billing invoice by Counsel subject to approval by the NBHA.

The Authority **does not pay** for a firm's education or developmental costs associated with its becoming familiar with statutory and case law pertinent to the Authority. In addition, the Authority will not pay for any law firm's overhead. Overhead expenses include, but are not limited to the following:

1. Secretarial or Clerical overtime, unless such overtime is occasioned by an emergency situation created by the Authority
2. Charges relating to word processing or computer time, preparation of invoices and bills. Markups on any supplies or services procured by outside counsel are considered "overhead".
3. Temporary personnel may not be used without authorization, which may be conditioned on the law firm's absorption of a portion of the cost.

## **VII. SPECIAL CONDITIONS:**

### **1. Insurance:**

Counsel shall furnish insurance certificates with coverage in the following amounts issued by a firm licensed to conduct business in the state of Connecticut. Upon signing this Agreement, the Counsel shall provide a certificate of insurance evidencing said insurance. Counsel will promptly provide the

Authority with a copy of the insurance policy upon request. It is understood that Counsel shall not change the terms and conditions of such insurance policy except upon prior written approval of the Authority, which approval shall not be unreasonably withheld.

- A. **Comprehensive General Liability Insurance, including Contractual Liability Insurance:** Issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than \$500,000 for all damages because of bodily injury sustained as the result of any occurrence and limits of \$250,000 for all damages of property sustained by each person as the result of any one occurrence and \$500,000 for all property damage sustained as a result of any one occurrence or a limit of \$500,000 Combined Single Limit (CSL). All, if any deductibles are the sole responsibility of the Contractor to pay and/or indemnify.
- B. **Automobile Liability Insurance:** Limits not less than \$250,000 for all damages because of bodily injury sustained by each person as a result of any occurrence, \$500,000 for damage because of bodily injury sustained by two or more persons as the damage sustained as the result of any one occurrence or a limit of \$500,000 Combined Single Limit (CSL).
- C. **Workers' Compensation Insurance:** Issued by an insurance company licenses to conduct business in the State of Connecticut with limits not less than \$100,000 in accordance with the U.S. Department of Housing and Urban Development rules and regulations, and manuals; Connecticut State Statutes; the State of Connecticut, Department of Economic and Community Development, Bureau of Housing rules and regulations, and policies; and the Authority's Workers' Compensation insurer requirements.
- D. **Other: Malpractice or Error & Omission Insurance:** Counsel shall carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars (\$1,000,000.00), to cover the work performed under this Agreement. Counsel is responsible for the payment of all premiums.
- E. All, if any, deductibles are the sole responsibility of the Counsel to pay and/or indemnify.
- F. Insurance coverage shall remain in full force for the duration of the Agreement including any and all extensions or renewal thereof.
- G. **The Housing Authority of the City of New Britain shall be named as an Additional Insured ATIMA (As Their Interest May Appear)** on any and all Certificates of Insurance.
- H. The policy shall provide for not less than thirty (30) calendar days notice of cancellation to the Authority
- I. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Counsel by virtue of its promise to hold the Authority harmless so

that, in the event that any claim results in a settlement of judgment in an amount above the limits set in 1.A above, the Counsel shall be personally liable to, or for the benefit of the Authority for the excess.

J. Insurance requirements and coverage may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The Counsel agrees to comply with any and all reasonable insurance requirements or modifications made by the Authority.

K. Cancellation or other termination of insurance policies required by this Contract without immediate replacement thereof may be considered a breach of contract. The Counsel provides that such breach of contract may be cured by procurement of insurance on behalf of the Counsel, at the Counsel's expense, at the Authority's option.

2. **Equal Employment Opportunity and Affirmative Action:**

- a. During the performance of this contract, the counsel shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap or sexual preference.
- b. The Counsel shall take affirmative action to ensure that employees are employed, and that employees are treated equally during employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.
- c. The Counsel agrees to abide by all terms and conditions contained in Paragraph 14, Equal Employment Opportunity of the **General Contract Conditions, Non-Construction** (Form HUD 5370-C)

The Counsel hereby agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of New Britain, including, but not limited to, the following:

- a. Civil Rights Act of 1964, as amended,
- b. Civil Rights Act of 1991, as amended,
- c. Executive Orders Numbers 3 and 17 of the State of Connecticut
- d. Section 504 of the Rehabilitation Act of 1973,
- e. Americans with Disability Act (ADA) of 1990; Public Law 101-336 (as applicable).

3. **Indemnification:**

Counsel shall indemnify the Authority, and its officers, agents, and employees, acting in their official capacity, from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising from the negligent acts, errors or omissions in the performance of services set forth under this agreement.

4. **Ethics and Conflicts of Interest:**

- a. The Counsel shall disclose any known financial or other interest held by an Authority employee, officer or agent in the firm selected for award;
- b. The Counsel shall disclose to the Authority all immediate family members of the Counsel (including parents, parents-in-law, spouses, children, brothers, sisters, brothers-in-law, sisters-in-law, step-parents or siblings, aunts, uncles, first cousins) employed by the New Britain Housing Authority.

VIII. APPENDIX

February 2010