



REQUEST FOR PROPOSALS

regarding

LEGAL SERVICES

for the

King County Housing Authority

Request for Proposals issued:

June 29, 2023

Proposals due:

July 17, 2023

This RFP includes the following documents:

- 1) Proposal**
- 2) Exhibit A—Fee Schedule**
- 3) Exhibit B—Invoicing Requirements**
- 3) Exhibit C—HUD Form 5369-A**
- 4) Exhibit D—HUD Form 5370-C**
- 5) Exhibit E—HUD Form 50071**
- 6) Exhibit F—Form SF-LLL**

The King County Housing Authority (KCHA) is issuing a competitive Request for Proposals (RFP) from qualified law firms to provide legal services to KCHA in connection with the administration of its housing programs.

Questions: Any questions or requests for further information or clarification must be directed to **Joel Tobin, Risk and Support Services Manager**, in writing, either via certified U.S. Mail or email (joelt@kcha.org) and received **no later than 5:00 p.m. PST on July 10, 2023**.

Submission deadline: Proposals must be received via certified U.S. Mail, delivery service or courier, hand delivered to KCHA, or via email **no later than the close of business (PST) on July 17, 2023** at the address below. All hard-copy submissions will be date stamped upon receipt. No submissions will be accepted after this time. Please submit five (5) copies of the proposal, with the exception being the HUD 5369-A and Section 3 Certification forms, of which only one copy is needed. Women- and minority-owned law firms are strongly encouraged to submit proposals.

Submission instructions: Submit a proposal marked **“Legal Services Proposal”** to **Trinh Nguyen, Risk Management Analyst c/o King County Housing Authority, 600 Andover Park West, Tukwila, Washington 98188** or via email to **trinhn@kcha.org**. No proposals shall be opened before the submission deadline. If a firm has submitted a proposal in error, the original proposal may be withdrawn and resubmitted before the submission deadline.

Evaluation: KCHA expects to select the firms best qualified to provide the services described in this RFP, based upon the evaluation criteria set forth. KCHA reserves the right to waive any errors or irregularities in submissions, or to reject any or all proposals. KCHA reserves the right to award contracts to multiple firms.

INTRODUCTION

KCHA is a municipal corporation created in 1939 in order to provide housing assistance to low-income residents. KCHA operates in King County, not including the cities of Seattle and Renton, and provides rental housing and rental assistance to more than 25,000 households—including families, the elderly, and the disabled—through federally-funded and local programs. KCHA owns and directly manages federally-assisted multi-family housing units and provides Section 8 housing assistance to more than 12,000 households. Governed by a five-person Board of Commissioners appointed by the King County Council, KCHA has approximately 485 employees and an annual operating budget of more than \$500,000,000.

SCOPE OF WORK

KCHA is seeking proposals from law firms with the qualifications and expertise to provide legal services in connection with one or more of the following legal specialties:

- Federal administrative law and state landlord-tenant law, particularly as it relates to operation and funding of the public housing and Section 8 programs;
- Contracts and municipal law;
- Municipal and bond financing;
- Federal housing programs;
- Low-income housing tax credits for acquisition, rehabilitation or construction of rental housing;
- Employment law, including independent investigations of protected-class discrimination and harassment;
- Tort claims related to property damage and/or personal injury;
- Compliance with federal and state civil rights laws, including the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- Compliance with laws and regulations regarding open public meetings, disclosure of public records, records management, and records retention; and,
- Compliance with WISHA/OSHA laws and regulations.

Federal administrative law and state landlord-tenant law

Services primarily involve advising and representing KCHA in landlord tenant disputes, lease violations, evictions, fair housing complaints, termination of Section 8 voucher assistance, and other related matters. These actions primarily relate to residential housing and are often subject to both state landlord-tenant law as well as the occupancy and program requirements for the Public Housing and Section 8 Housing Choice Voucher Program under the U.S. Housing Act of 1937. Many of the landlord-tenant disputes also involve issues of fair housing under relevant federal, state, and local laws, including

Section 504 of the Rehabilitation Act of 1973. The requested services also include: review or drafting of residential leases, notices, lease addendums, and related documents. Other matters may include complex issues regarding license and temporary use rights, easements, and condemnations.

Contracts and municipal law

KCHA enters into a wide variety of contracts with vendors, service providers, construction contractors, nonprofit organizations, agencies of federal, state and local government, and others, and requires legal advice on issues relating to these agreements. KCHA also requires assistance in the review and drafting of contracts and matters relating to breach of contract matters. Services also include counsel on procurement, bidding and contracting requirements under applicable federal and state law. In addition, KCHA will require legal assistance handling disputes and bid protests. Selected firms will be expected to provide advice and counsel on a broad range of matters as they relate to state laws governing the activities of municipal corporations and housing authorities in particular.

Municipal and bond financing

KCHA requires expertise and advice concerning matters in connection with municipal debt issuance and related financing. This includes, but is not limited to, municipal debt financing and debt structuring, tax credit financing, conduit financing, development of financing leases, trust indentures, loan and regulatory agreements, knowledge of arbitrage regulations, preparation of tax filings, knowledge of secondary market disclosure requirements, preparation of resolutions, and providing required opinions and other services associated with municipal financing matters. Firms must be available for: consultation; review, modification, and updating of legal documents; meetings with third parties, including insurance brokers and consultants, underwriters, limited partners, and others who may be involved with a particular bond or financing matter.

Federal housing programs

KCHA seeks broad and practical knowledge of HUD rules, regulations, requirements and related procedures; in-depth knowledge of various HUD housing programs with particular emphasis on the Public and Indian Housing Programs, Housing Choice Voucher (Section 8) Housing Programs, RAD conversions, mixed-finance projects and Moving To Work. Demonstrated experience in obtaining HUD waivers, assisting with HUD reviews and audits, experience with environmental reviews, green energy improvements, and other HUD capital program requirements is sought. Responding firms must have productive working relationships with HUD officials and have a history of assisting housing authority clients with innovative transactions.

Low-income housing tax credit

Services primarily involve expertise and advice on matters related to KCHA's participation in the Low-Income Housing Tax Credit (LIHTC) program. KCHA has participated in multiple LIHTC transactions acting as either the managing member or general partner and has successfully acquired the interests of dozens of its partnerships after investors have received their tax credits. Services to be provided include, but are not limited to: partnership (or corporation) formation; preparation of partnership documents; counsel and advice regarding the structure of partnerships; risk management; financing; tax and real estate matters, and; preparing opinions on any of these matters. Also required are: knowledge and experience with Washington State's Low-Income Housing Tax Credit plan and procedures; knowledge of how LIHTC's are being deployed nationally in innovative ways, as well as current business and legal issues affecting the tax credit market; and a history of working successfully with tax credit investors, syndicators, and other LIHTC attorneys.

Employment law

KCHA requires legal advice and representation in a variety of employment matters. Requested legal services involve assistance regarding policies, procedures, and practices that help to avoid disputes or claims by employees. In addition, KCHA seeks advice and counsel when employees raise specific workplace issues or grievances, some of which may revolve around the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. Services may also involve assistance with the negotiation and review of collective bargaining agreements related to the maintenance employees currently represented by the Seattle/King County Building and Construction Trades Council, and representing KCHA in a variety of disputes, claims, complaints, formal grievances up to and including litigation. From time to time, KCHA may also require assistance with independent investigations of complaints regarding protected-class discrimination and harassment.

Tort law

KCHA requires periodic assistance with claims and other disputes lodged directly with the housing authority by residents, tenants, landlords, and third parties, some of which may become tort litigation regarding property damage and/or personal injury.

Federal and state civil rights laws

Services primarily involve compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, specifically determining and implementing reasonable accommodations for residents/tenants, as well as the Washington Law Against Discrimination and other civil rights laws.

Compliance with laws and regulations regarding state laws on public meetings and public records

Services involve compliance with the Open Public Meetings Act (OPMA), the Public Records Act (PRA), and questions regarding management and retention of records.

Compliance with WISHA/OSHA laws and regulations

KCHA is also seeking firms to administer services related to compliance with WISHA/OSHA laws and regulations. KCHA has employees located in multiple locations across the Puget Sound region who perform a variety of tasks, from administrative functions to construction work. From time to time, KCHA requires legal advice and/or representation related to workers' compensation issues, disability claims, compliance, and citations. KCHA seeks services from firms experienced in working with the Washington State Department of Labor & Industries to resolve issues and disputes with the agency.

DURATION OF WORK AND CONTRACT LIMIT

Contracts for services may be issued for a period of up to five (5) years from the date of the executed contract. The contract shall have a not-to-exceed limit, the amount to be determined by the level of service KCHA should expect from the selected firms.

INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

Firms may submit proposals for one or more of the categories of legal specialty stated above. Since qualifications and experience for each category of specialization will be evaluated separately from the other, firms proposing to provide services for more than one category should carefully describe their qualifications with respect to each such category.

KCHA reserves the right to request additional information in order to complete the evaluation and selection process. Information on general qualifications for one or more of the categories must present the firm's experience and qualifications to undertake the category of legal services specified above. Firms may incorporate additional information but should not submit firm brochures or other marketing materials with the proposal.

1. Letter of interest

The letter of interest should briefly summarize the firm's qualifications and experience for the proposed work and list the individual lawyer(s) that will be assigned to the category of services. If the firm proposes to provide service in more than one category of services, the letter should also identify one main contact for the firm.

An officer of the firm authorized to execute contracts or other similar agreements must sign the letter.

2. General qualifications, experience and fees

- a) Provide the resume(s) and professional credential(s) of the attorney(s) and other personnel who will be responsible for and assigned to work on the specified category of services. Clearly identify the partner(s) in charge, the associates, and those individuals who will lead and perform key elements of the work and roles or services provided by each as appropriate.
- b) Provide a brief description of the organization, history, financial stability and other general information that describes the firm's qualifications and capacity to undertake this work. Supply information about major cases, actions, or work for other clients undertaken in the last five years that is similar to the services described above and qualifies the firm to provide these services for KCHA. Include experience representing clients who manage affordable housing programs, if possible.
- c) Provide references and contact information or letters of recommendation from at least three recent clients (within the last three years) for each of the categories for which the firm is proposing to provide services.
- d) Provide a fee schedule of the firm's hourly and standard fees and expenses. All fees for legal services shall be submitted on the attached Exhibit A. Provide a sample billing statement and summarize alternative billing methods that might be recommended for KCHA services.
- e) Provide completed/signed HUD forms.

EVALUATION CRITERIA

All responses to this RFP received on or before the stated deadline will be evaluated by a review panel according to the criteria listed below:

1. Experience and professional qualifications of the firm and its assigned personnel: 65 points
2. Interview: 25 points
3. Fee structure and billing: 10 points

KCHA reserves the option to interview only those firms that score highest based on their proposals. KCHA also reserves the right to adjust scores for each proposal after interviews are conducted.

Reference checks

Although no points will be explicitly assigned to this evaluation criterion, past performance on other projects will be used, among other considerations, to evaluate both the firm's capacity and capability to perform the requested services and to assess the risk of poor performance or nonperformance. The reference evaluation factors will include, but are not necessarily limited to: (a) understanding KCHA's business, (b) being proactive, creative and practical in performing legal services, (c) good communication and responsiveness in meeting client deadlines, and (d) clear and accurate billing that avoid duplication of work and other billing inefficiencies.

CONTRACT NEGOTIATIONS

The review panel will rate all proposals according to the evaluation criteria set forth above. KCHA and the highest-rated firms for each category will negotiate the terms and conditions of a professional services contract. KCHA reserves the right to modify the scope of work and to expand or modify the terms and conditions specifically set forth in this RFP. In the event KCHA and the highest-rated firms cannot agree on contract terms and conditions acceptable to both parties, KCHA reserves the right, at its sole discretion, to enter into negotiations with other highly-ranked firms and will be relieved of any obligation to negotiate with or contract for services with the highest-ranked firm.

GENERAL CONDITIONS

1. **Basic requirements:** Firms shall meet the requirements of Exhibit D, HUD Form 5369-B.
2. **Addenda:** In the event there are changes or clarifications to this RFP, KCHA shall issue an addendum. Addenda will only be sent to those firms who have registered with KCHA as having received an official copy of the RFP from KCHA. It is the responsibility of firms to check with KCHA by calling the KCHA contact named in this RFP prior to submittal deadline to ensure that all addenda issued by KCHA have been received.
3. **Rights reserved by KCHA:** Selection of a particular firm does not confer any exclusive right to represent KCHA in all matters described in the scope of work. KCHA reserves the right to retain other counsel if, in KCHA's sole discretion, the legal matter is best handled through another firm. (One example would be litigation where the cost is being borne by KCHA's insurance carrier. Another example is that the scope of work described may cover portions of work or services in connection with the financing and development of KCHA housing projects for which a separate legal team has already been procured.) KCHA reserves the right to waive any irregularities or informalities in the RFP. KCHA will not disclose the number of responses received, the names of the firms, or the status of negotiations until the Executive Director (or designee) has approved the award of contracts.
4. **Basic eligibility:** Successful firms must be licensed to do business in the State of Washington, must have a state UBI number, be properly authorized, licensed and in good standing to perform the services proposed. Firms must not be debarred, suspended or otherwise ineligible to contract with KCHA, and must not be included on the General Services Administration's (GSA) "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" or HUD's "Limited Denial of Participation" list. KCHA expects firms to adhere fully and at all times to the ethical standards expressed in the Washington State Bar Association's Rules of Professional Conduct.
5. **Payment requirements:** Firms are on notice that KCHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and will pay reimbursable

expenses to the firms only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to any firm. All firms must have the capacity to meet all expenses in advance of payments by KCHA.

6. **Records made public:** All documents submitted to KCHA will become public record, as per RCW 42.56. Do not submit information as part of this RFP that is deemed “confidential” or “proprietary” to the firm. KCHA cannot guarantee that other information will be withheld when records are produced pursuant to a public disclosure request.
7. **Conflict of interest:** Selected firms must fully advise KCHA of any potential conflicts of interest and seek a written waiver in advance of representation, and firms must agree that they will not represent another client in any litigation or threatened litigation against KCHA.

Purpose: The purpose of this Notice is to remind recipients of federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in federally-funded housing and non-housing programs for people with disabilities.

Notifications: Public housing agencies (PHAs) and other recipients of federal PIH funds are responsible for providing this Notice to all **current** and **future** contractors participating in covered programs/activities or performing work covered under applicable legislation and implementing regulations.

To read the full text of the Notice: Go to www.kcha.org, click on “Business” then “Contract and Bid Requirements” and click on “Fair Housing Laws.”

INSURANCE AND INDEMNIFICATION

Firms awarded a contract with KCHA shall procure and maintain for the duration of the contract insurance as described below against claims which may arise from or in connection with the performance of the work hereunder by the firm, its partners, members, agents, representatives, or employees. The cost of such insurance shall be borne by the individual firm.

Firms, at their sole cost and expense, hereby release and shall indemnify, defend, and hold harmless KCHA, its affiliates, officers, agents, partners, employees, successors, assigns and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, including those arising out of injury to or death of the firm employees, whether arising before or after completion of the work thereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of the Firm, its agents or of anyone acting under its direction or control, or on its behalf in connection with or incidental to the performance of this Contract. The Firm’s aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault, negligence, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law. However, in no event shall the release, indemnity, and hold harmless obligations apply to liability caused by the sole negligence of the parties released, indemnified, or held harmless. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Firm’s immunity under Washington’s Industrial Insurance Act, Title 51 RCW. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. If any portion of this indemnity

clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

Firms hereby agree to require all subcontractors or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of a contract to execute an indemnity clause identical to the preceding clause, specifically naming KCHA as indemnity, and failure to do so shall constitute a material breach of contract with a firm.

Professional liability/legal malpractice insurance

Firm shall provide and maintain professional liability/legal malpractice insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the scope of a contract with a firm. Coverage shall be maintained for at least two years after performance of professional services.

Firms shall demonstrate proof of professional liability coverage in the amount of: \$5,000,000 per claim.

Network security/cyber liability

Firms shall provide network security/cyber liability insurance with coverage in an amount not less than \$1,000,000 per claim and in the aggregate, covering civil, regulatory, and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as confidential information of KCHA.

Fidelity/crime coverage

If a firm is directly responsible for holding or distributing any funds/money of KCHA, then the firm shall provide fidelity/crime insurance with coverage in the amount of \$1,000,000 including coverage for all directors, officers, agents, and employees of the firm. The policy shall be endorsed to provide coverage for third-party fidelity and shall be endorsed to name the KCHA as a loss payee. The policy shall include coverage for extended theft and mysterious disappearance and shall not contain a condition requiring arrest or conviction. The policy shall be endorsed to provide coverage for computer crime and fraud.

Deductibles and self-insured retentions

Any deductibles or self-insured retentions must be declared to and approved by the KCHA. At the option of KCHA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to KCHA, its officers, officials, employees and volunteers; or firms shall provide a financial guarantee satisfactory to the KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.

Umbrella excess liability: Insurance must be carried in at least the following limits:

- \$1,000,000 each occurrence and aggregate limit
- All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.
- Higher limits or lower limits may be required or accepted by KCHA

Other provisions: The policies are to contain, or be endorsed to contain, the following provision: for any claims related to this project, the firms' insurance coverage shall be primary insurance with respect to KCHA, its officers, officials, agents, partners, employees, and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officers, officials, agents, partners, employees, and volunteers shall be excess of firms' insurance and shall not contribute with it.

Notice of cancellation

Firms must certify that KCHA will receive 30 days advance notice of any cancellation (except 10 days for non-payment).

Certificates of insurance

Upon contract award, firms shall furnish a certificate of insurance to show that the insurance specified in this contract is in force, stating policy numbers, dates of expiration, limits of liability and coverages there under.

Deductible

Firms shall be responsible, at no additional cost to KCHA, for the payment of any associated deductibles or self-insured retention in connection with the coverages required herein.

Special provisions

All policies shall be written through companies duly entered and authorized to transact that class of insurance in the state in which the work will be conducted. The insurance companies must have an A.M. Best rating of A- or better in the most recent Best's Key Rating Guide.

Approval, disapproval or failure to act by KCHA regarding any insurance supplied by a firm shall not relieve the firm of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the firm from liability.

Subcontractors

Firms shall include all subcontractor as insureds under its policies or shall obtain separate certificates for each subcontractor before subcontractors' work begins. Firms shall be responsible for each subcontractor's compliance with such requirement and failure to confirm compliance shall constitute breach of contract by the firms. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**EXHIBIT A
FEE SCHEDULE**

KCHA reserves the right to negotiate proposed rates. For this submission, firms should include a projected rate for the period September 1, 2023-August 31, 2025. Rates for successive years will be negotiated in June 2025.

Please be as specific and complete as possible. Blanks will be assumed to equal \$0.00.

HOURLY RATES

Partner: \$ _____

Associate: \$ _____

Paralegal: \$ _____

Non-technical (e.g., clerical and other employees): \$ _____

REIMBURSABLE EXPENSES

Photocopies: \$ _____ /copy

Postage: \$ _____

Other expense (specify): _____ \$ _____

Other expense (specify): _____ \$ _____

Other expense (specify): _____ \$ _____

Other expense (specify): _____ \$ _____

How will attorney travel time to/from KCHA's central office, when necessary, be billed?

_____ No charge

\$ _____ Attorney's hourly rate, or fraction thereof

\$ _____ /mile

EXHIBIT B INVOICING REQUIREMENTS

In addition to standard invoicing details (e.g., name of billing attorney or other firm personnel, date of service, number of hours, etc.), all invoices presented to KCHA for payment must include the following information for each line item:

- KCHA department requesting work or consultation
- Name of requestor, if appropriate
- Issue/matter description
- Resident/tenant name or employee name, if appropriate

Invoices that do not include this information may be returned to the submitting firm for clarification prior to payment.

EXHIBIT C
HUD FORM 5369-A
CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS-NON CONSTRUCTION

Please click the link below to open the form.

[5369-a \(hud.gov\)](#)

**EXHIBIT D
HUD FORM 5370-C
GENERAL CONTRACT CONDITIONS-NON CONSTRUCTION**

Please click the link below to open the form.

[DOC_12587.PDF \(hud.gov\)](#)

EXHIBIT E
HUD FORM 50071
CERTIFICATIONS OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

Please click the link below to open the form.

[50071.pdf \(hud.gov\)](#)

**EXHIBIT F
FORM SF-LLL
DISCLOSURE OF LOBBYING ACTIVITIES**

Please click the link below to open the form.

[Form \(state.gov\)](#)