



Benton Harbor Housing Commission

RFP for **LEGAL SERVICES**

RFP Number:
Legal 2022-2024

RFP Title:
Legal Services

RFP Due Date and Time: **November 18, 2021**
Local Time **4:00 P.M.**

Number of Pages: 18

ISSUING AGENCY INFORMATION

Contracting Officer :
Sheila Hill

Issue Date:
September 23, 2021

Benton Harbor Housing Commission
721 Nate Wells Drive
Benton Harbor, Michigan 49022

Phone: (269) 927-3546 ext 16
Fax: (269) 927-6112
TDD Users Dial: (269) 927-6511
Website: bhhcommission.org

INSTRUCTIONS TO RESPONDENT

**COMPLETE THE INFORMATION BELOW
AND RETURN THIS PAGE WITH YOUR
QUOTE AND ANY REQUIRED DOCUMENTS
TO THE ADDRESS LISTED ABOVE UNDER
"ISSUING AGENCY INFORMATION."**

Mark Face of Envelope/Package:

RFP Number: **Legal 2022-2024**
RFP Due Date: **November 18, 2021**

Special Instructions:
**Mark face of envelope/package 'LEGAL
SERVICES' and company name**

RESPONDENT MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Respondent Name/Address:

Authorized Respondent Signatory:

(Please print name and sign in ink)

Respondent Phone Number:

Respondent FAX Number:

Respondent E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

**REQUEST FOR PROPOSALS
FOR
Legal Services
Cover Page**

Please Complete and Return This Form with your Proposal

Issue Date: THURSDAY **September 23, 2021**

Title: Legal Services

Period of Contract: From Date of Award through Second Anniversary of Date
Of Award (Renewable)

Due Date: THURSDAY **November 18, 2021**

Delivery Address: Benton Harbor Housing Commission
721 Nate Wells Drive
Benton Harbor, MI 49022
Attention: Contracting Officer

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED RESPONDENTS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE SIGNED PROPOSAL, OR AS MUTUALLY AGREED UPON THROUGH SUBSEQUENT NEGOTIATIONS, THE UNDERSIGNED FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF THE SUBMITTING FIRM.

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

Signature of Person
Submitting Proposal: _____

Printed or Typed
Name: _____

Title: _____

NOTE: Changes to this RFP may be issued in the form of addenda t any time prior to the due date and time for submitting proposals. All persons who request a copy of this RFP will be given a copy of all addendum items promptly after all addenda are issued.

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II. INFORMATION FURNISHED BY REQUESTER

A. Submission of Proposal

1. Requester of Proposal and Recipient Organization

Benton Harbor Housing Commission
721 Nate Wells Drive
Benton Harbor, MI 49022

2. Contract Administrator

Sheila Hill, Contracting Officer
Benton Harbor Housing Commission
721 Nate Wells Drive
Benton Harbor, MI 49022
(269) 927-3546 Ext. 16

3. Closing Date and Delivery Address

An original and three (3) copies of the proposal are to be delivered to the requester at the following address on or before **4:00 P.M. on November 18, 2021**

Benton Harbor Housing Commission
Attn: Sheila Hill, Contracting Officer
721 Nate Wells Drive
Benton Harbor, MI 49022

Late Proposals will not be considered.

Comments on specifications or other provisions in the Request for Proposal may be submitted in writing by fax (269) 927-6112, mail Contracting Officer at Benton Harbor Housing Commission, 721 Nate Wells Drive, Benton Harbor, MI 49022, or e-mail (s.hill@bhhcommission.org) or (sheila_hill2@sbcglobal.net), before **4:00 P.M. on November 18, 2021**.

SUMMARY

B. Nature of Services Required

1. Purpose of Request

The purpose of this request is to obtain the services of a qualified source to provide Legal Services for the Benton Harbor Housing Commission (BHHC) including FYE 2022.

2. Term of Contract

From the date of award through two (2) years following date of award.

3. Scope of Services

Generally, there are four types of legal services routinely required by Benton Harbor Housing Commission including:

A. Eviction

The Benton Harbor Housing Commission utilizes legal council to bring contested eviction actions in County court and to otherwise represent the Benton Harbor Housing Commission's interest in nonpayment of rent cases and lease terminations for cause. Legal Counsel will provide legal services related to matters pertaining to all aspects of public housing residents including but not limited to 30-Day Termination of Tenancy, Non-payment of Rents, Money Judgments and Garnishments. BHHC will provide a copy of its current dwelling lease, grievance procedures and any other public housing operational documents.

B. Contract Matters

Benton Harbor Housing commission enters into contracts for services, which include, but not limited to, the administration of Public Housing Programs including Procurement Law; Contract Law; Personnel Matters; Leases; Licenses and other legal matters. BHHC may require legal counseling in the negotiation, construction, or administration of these contracts. In addition, BHHC may request legal review of quotes and/or quote documents prior to staff recommendation to the BHHC Board of Commissioners.

C. Litigation

Benton Harbor Housing Commission may engage legal counsel to respond and/or defend matters arising out of disputes pertaining to any of its lines of business. The final disposition of litigation matters is generally subject to review and approval by the Board of Commissioners.

D. Consultation

Many situations which the BHHC deals with on a daily basis are technical in nature and subject to HUD or other federal, state and/or local regulatory body regulations. Therefore, the BHHC management and in some instances, the Board of Commissioners require consultation and legal guidance in the application of these regulations.

The BHHC's goal is to procure the best legal services available. However, this does not preclude procuring cost-effective legal services. The BHHC's strategy is to develop and implement a realistic legal management plan for its outside counsel in order to standardize billing and accounting procedures for legal services. Compliance with these procedures is important to maintain uniform and equitable practices and to expedite payment to the Firm for reasonable and necessary legal services.

Effective April 1, 2008, the BHHC's Guidelines for Outside Counsel (Guidelines) supersede all previous versions of the Guidelines. The Guidelines are intended to clarify the Firm's relationship with the BHHC's Legal Department. The Guidelines are not intended to be comprehensive and may be modified, revised and/or supplemented as needed. By entering into a Legal Services Contract with the BHHC, the Firm acknowledges its intent to comply with these Guidelines. All personnel within the Firm are to be familiar with these Guidelines.

Any exceptions to these Guidelines must be authorized, in writing by the BHHC's Board of Commissioners.

Nothing contained in these Guidelines is intended to nor shall restrict the Firm from the exercise of independent and professional judgment in rendering legal services to the BHHC. The Firm is expected to adhere to all ethics rules governing professional conduct and responsibility.

If the firm is unable to comply with these Guidelines or have any questions, please contact the Benton Harbor Housing Commission, Contracting Officer 721 Nate Wells Dr. Benton Harbor, MI 49022. (269)927-3546 ext. 16.

I. Management of Outside Counsel by Interim Executive Director

The Interim Executive Director will be assigned to manage, on behalf of the BHHC, the work related to Scope of Services under the applicable Contract. The Firm shall designate an attorney to be the attorney responsible for managing the contract on behalf of the Firm (Managing Attorney). The Managing Attorney is expected to follow the Interim Executive Director's direction and keep him or her well informed of all developments that arise, as well as consult with the Interim Executive Director with respect to strategy and/or tactics. The Firm shall obtain prior approval from the Interim Executive Director before performing the following legal tasks:

A. Hiring Consultants and Other Third Party Vendors

Consultants or other third party vendors such as investigators shall not be engaged without prior consultation with approval from the Interim Executive Director. The BHHC will not accept invoices for payment from consultants or other third party vendors who were not approved by the Interim Executive Director and the Board in advance.

B. Staffing Using the Team Approach

The team approach, as opposed to one primary attorney responsible for the completion of discrete tasks, should be the exception rather than the rule to the provision of the required Services. The managing attorney should discuss alternative staffing arrangements with the Interim Executive Director for approval.

C. Conducting Legal Research

The Firm must obtain prior approval from the Interim Executive Director before conducting any legal research over five (5) hours. When seeking prior approval, the Firm must address:

1. The purpose of the research;
2. Who will perform the research;
3. Whether the research can be performed by a timekeeper at a lower hourly rate;
4. Whether the Firm has ever conducted research on these or similar issues;
5. Whether the Firm has accessed to this prior research;
6. If not, why not;
7. How many hours will be expended performing this research; and

8. How much will this research cost?

Interim Executive Director views the use of computerized legal research such as Lexis and Westlaw as akin to the purchase and maintenance of a law library. As such, these charges are overhead to the Firm and not subject to reimbursement by the Interim Executive Director.

The BHHC maintains some in-house reference materials on matters of significances to the BHHC. Before conducting research, the Firm shall contact the Interim Executive Director for assistance. **No time spent on unauthorized research will be reimbursed.**

II. Staffing

A. Attorneys

The Firm has been engaged to represent the BHHC, in part, because of its professional expertise in a particular area of law. The Firm shall provide staffing as economically and effectively as possible to perform the Services under the Contract. The managing attorney is responsible for appropriately staffing to ensure minimal duplication of efforts and to ensure tasks are assigned to staff at the appropriate level of expertise and billing rate. Every task does not require the expertise of the most seasoned lawyer in the Firm. The BHHC shall not pay for training of younger associates. The BHHC relies upon the Managing Attorney to ensure that each task is assigned to the attorney who has the lowest hourly billing rate but who is fully competent to handle the task. Attorneys performing paralegal level tasks shall bill time to the paralegal rate.

B. Paralegals

The BHHC endorses the use of paralegal for those tasks that do not have to be done by an attorney. Paralegals may also be used for legal research if such use is cost effective and performed by a paralegal competent to handle the research. Use of paralegals shall not result in duplication of work by attorneys.

C. Changes in Personnel

No one other than approved personnel shall charge for time expended providing the Services. Should an unavoidable schedule conflict arise requiring substitution of one legal professional for another, the BHHC will not reimburse the Firm for any extra time expended by the second professional to prepare for and/or to perform the required Service that would not have been expended by the assigned person. Should there be a change in the staffing that was not requested by the BHHC, the BHHC will not reimburse the Firm for time expended by the new personnel to become familiar with the project.

D. Temporary or Contract Employees

All billing professionals working on the BHHC matters must be regularly employed members of the Firm. The BHHC's work is not to be assigned to contract lawyers, brief writers, summer associates or other temporary legal personnel without the prior approval of the Interim Executive Director. Each temporary employee shall be listed and identified as such with the appropriate rate (actual cost) in the timekeeper section of each invoice. Contract employees shall be billed only in the fee section of the Firm's invoice, in other words, no double – billing for hourly fees and for agency fees as expenses. Supporting documentation from the temporary agency or contract employee shall be attached to the invoice indicating the actual cost of the employee to the Firm. At no time shall the Firm represent or imply that a temporary or contract employee is a member, associate or regular employee of the Firm. Temporary or contract employees are held to these Guidelines the same as the Firm's regular employees.

By-Product of Overstaffing (Non-Billable Activities)

The following is a list of functions, which is not exhaustive, that the BHHC considers to be byproducts of over-staffing and are not to be billed to the BHHC.

1. Inter-office conferences – The BHHC expects the Firm to limit interoffice conferencing, whether telephonic or in person, among attorneys to specific value-added benefit to the pending task(s). Although in firm conferences between attorneys and paralegals are typically not compensable, where attorneys and/or paralegals consult to discuss substantive or strategic procedural aspects of matter that result in a more effective representation of the BHHC, the conferences may be billed. Billing for interoffice conferences must contain a sufficient description of the nature of the communication and its relevance and value to the task(s). In firm conferences that are merely administrative, instructional, educational or supervisory are not to be billed. The Managing Attorney is responsible for monitoring the frequency and length of such conferences to ensure they are carried out in an appropriate and cost efficient manner. Interoffice conferences which appear excessive, unreasonable, unnecessary or contrary to the intent of these Guidelines will not be reimbursed.
2. Inter-office memoranda
3. Elementary legal research on substance and procedures that should be in the Firm's research base due to the Firm's expertise in the particular area of law related to the Scope of Services.
4. Revisions, proofreading, and modifications of the work product of an associate or paralegal by a senior attorney, absent a new development with respect to the factual or legal issues of the task.
5. General file reviews by a senior attorney or other attorneys.
6. The attendance of more than one legal professional representing the BHHC at meetings unless approved in advance by the Interim Executive Director.
7. The review of the BHHC matters by other members of the Firm for their general awareness and/or education regarding Firm activity or for the Firm's process of internal awareness

III. Communication Guidelines

Frequent, quality communications between the Interim Executive Director and outside counsel enhances and strengthens the relationship and provides for efficient management of the Contract. In order to facilitate this communication, the Firm shall provide the following:

A. Reports

The Firm must report to the Interim Executive Director immediately when a significant event occurs. These reports must include copies of all pertinent documents, an evaluation of the impact of the event, recommendations for changes to applicable strategy and impact on the budget or cost analysis. A "significant event" is any event that potentially affects the ability of the Firm to meet the BHHC time lines or which will increase the cost of providing the Services. If there are no significant events to report, the Firm must update the Interim Executive Director each month.

B. Interim Executive Director Participation in Meetings

The Interim Executive Director is to be advised of all meetings the Firm schedules with persons outside of the Firm. The Interim Executive Director shall decide whether she/he needs to attend the meeting. If the Interim Executive Director is not present at the meeting, the Firm shall provide an update, by telephone, when appropriate, and promptly provide him/her with a written report following the meeting.

C. Media Policy

The Firm shall not discuss with the media, or provide any information to the media, regarding any BHHC legal matter without prior consultation with the BHHC's Interim Executive Director.

IV. Legal Billing Procedure

A. Professional Fees

The BHHC will pay Firm invoices based on the hourly rates set work in the Contract. The BHHC reserves the right to reject any invoice submitted for payment at unapproved rates.

Charges for Professional services

1. Billing Frequency

The Firm shall submit monthly invoices for payment. Invoices must be submitted for payment no later than 45 days from the last day of the month. Invoices submitted over 90 days from the last date of legal services for the month will not be considered for payment absent a convincing explanation of the delay and authorization from the General Counsel.

Invoices are sent to:

**Benton Harbor Housing Commission
Attn: Interim Executive Director
721 Nate Wells Sr. Dr
Benton Harbor, MI 49022**

With a copy to:

**Benton Harbor Housing Commission
Attn: Accounts Payable
721 Nate Wells Sr. Dr.
Benton Harbor, MI 49022**

2. Billing Increments

The BHHC will only pay for the actual, reasonable and necessary time spent completing a task or series of related tasks. If an activity warrants a minimum billing entry, it shall not exceed on tenth (.1) of an hour. The BHHC does not accept standard minimum charges for a task or pattern time billing. Examples of pattern or minimum time billing include repeatedly billing a particular amount of time for tasks that are very similar in nature, i.e., such as billing .5 of an hour 10 separate times to review a group of identical documents by billing the BHHC 5 hours when the actual task took only .5 hours to complete.

3. Billing Formats

a. Documenting Legal Fees

Each invoice is to include the Firm's Tax ID number, the Contract Number and the Task Order Number. It is also to include the authorized amount of the Task Order and the amount expended to date. The invoice shall be in line item format. Entries shall not be "block billed", i.e., each line of an invoice shall contain the description of one task per time entry. The only exception to this requirement is when multiple activities are undertaken in 6 minutes or less and all activities are grouped together with at time charge of .1 of an hour. Pattern billing of routine or repetitive tasks not reflective of actual time and/or block billing will not be reimbursed. Each invoice shall clearly indicate, in chronological order, at a minimum, the

following for each task:

1. The date of the task;
 2. The initials of the timekeeper;
 3. A description of the task containing sufficient information for the BHHC to ascertain the nature of the Services performed and to determine the necessity for the reasonableness of the time expended;
 4. The actual time required to complete the task, not to exceed minimum tenths I of an hour increments; and
 5. The charge for that activity.
- The legal fee portion of the invoice shall contain a summary showing the initials and names of each timekeeper, the timekeeper's status (partner, associate or paralegal), the timekeeper's hourly rate, the total number of hours billed by each timekeeper, and the total charges for each timekeeper. The invoice shall also include the total current amount of the invoice and separate list any allegedly past due amounts.

All tasks must be distinctly identified. Generic and general task descriptors, including but not limited to, the following are not acceptable and will not be reimbursed in the absence of further description:

- Arrangements with..... Telephone Call.**
- Conference with.....Work on File.**
- Discussion with.....Work on Project.**
- Meeting with.....Review/draft documents.**
- Attention to.....Receipt of documents.**
- Prepare for correspondence.....Research.**
- Review file and issue.....Review correspondence.**
- Update strategy..... Legal research.**

When billing for telephone conversations, specifically describe the parties and purpose of the phone call.

b. Documenting Legal Expenses

The invoice shall itemize each expense separately, in chronological order, with the minimum following information for each expense:

1. The date the expense was incurred;
2. By whom the expense was incurred;
3. The nature of the expense; and
4. The amount charged

All expenses over \$100.00 must be documented by producing copies of the original receipt. EXCEPTION: All travel receipts must be submitted.

The documentation shall be indexed according to the date the expense was incurred and be included in the same order it is listed in the invoice.

c. Administrative and/or Non-Billable Task & Overhead Expenses

The BHHC will not pay, or if paid in error reserves' the right to seek reimbursement of, any fees charges or expenses, including, but not limited to, the following administrative, clerical, non-billable, overhead and operating expenses:

Administrative/Secretarial/Clerical Tasks

- i. Any administrative, secretarial or clerical tasks, e.g., setting up new file(s), organizing files, indexing, closing files, processing vendor invoices, marinating files, scheduling, verifying date/time/location of events, searching file for documents, copying, stamping (Bates or date), making travel arrangements, calendaring, picking up and delivering documents and records, creating or organizing notebooks.
- ii. Preparing or reviewing Firm invoices, resolving payments issues or negotiating billing questions.
- iii. Reviewing or analyzing potential conflict of interest issues.

2. Non-billable Activity

- i. Unreasonable, unnecessary or excessive time associated with a task.
- ii. Duplicate work by multiple timekeepers.
- iii. Vague billing entries prohibiting the BHHC from determining what legal task was accomplished and/or why the work was necessary.
- iv. Routine or elementary legal research of issues considered common knowledge among reasonably experienced counsel in the Firm's area of expertise.
 - V. Supervisory or excessive review, proofreading, editing, etc.
- vi. Supervising, training or mentoring inexperienced staff.
- vii. Time or expenses incurred due to changes in staffing or departure of Firm resources.
- viii. Two or more attorneys attending meetings without prior approval of the Interim Executive Director.

3. Overheard/Operating Expenses

- i. Routine employee messenger or courier services or other personnel used to deliver documents or file papers unless agreed to by the Interim Executive Director in advance.
- ii. Routine copying (less than 100 pages per day.)
- iii. Routine express or overnight mail or delivery services unless agreed to in advance by the Interim Executive Director. The Firm shall make every effort to limit the use of express mail to only those times when it is necessary as use of these services is not to substitute for preparation of materials well in advance of deadlines.
- iv. Overhead expenses, including, but not limited to, routine postage, books, computer equipment, office supplies, publications or periodicals, etc.
 - V. Cost to acquire, implement or maintain matter or case management systems and /or databases.
- vi. Overtime charges, including salaries, meals or transportation.
- vii. Rent and utilities.
 - Continuing legal education or attendance at seminars
- ix. **Conference rooms or facilities.**
 - X. Software and equipment rental except with prior Interim Executive Director's approval.
 - xi. Local travel (within 50 mile radius of the Firm's offices or 100 miles round trip) including mileage, parking, tolls, or mass transit fare.
 - xii. Local telephone calls, cellular or car phone charges.
 - xiii. Premiums or mark-ups for Firm costs, such as copies or faxes. The BHHC will only reimburse the Firm's actual costs for such expenses.
 - xiv. Computerized legal research tools including, but

not limited to, Lexis/Nexis and Westlaw.

V. Expenses and Disbursements

The Firm shall submit an itemized breakdown of actual costs without grouping cost or disbursements. The BHHC will not reimburse expenses categorized as "administrative" or "miscellaneous". All costs and disbursements shall be billed at cost and shall not include mark-ups by the Firm. The Firm must obtain the prior approval of the Interim Executive Director regarding all major disbursements. The following apply to specific expense items:

A. Copying/Duplication

In house copying/duplication shall be charged at actual cost not to exceed .10 per page for each page over 100 per day. The invoice shall reflect the following:

1. Date the expense was incurred;
2. The number of pages copied;
3. The charge per page;
4. The number of pages copied;
5. The total charge.

Failure to indicate the price per page and number of copies made will preclude reimbursement for these expenses. Outside copying/duplication shall be billed at the true invoice without mark up.

B. Facsimile

Faxes shall be used only when necessary to immediately impart information for immediate attention. Regular use of faxes as a means of communication is unacceptable. The BHHC will reimburse out-going long distance fax charges at the actual cost incurred not to exceed .20 cents per page. These expenses must be itemized as follows

1. The date the expense was incurred;
2. The fax number called;
3. The number of the pages faxed;
4. The total charge

Without prior Interim Executive Director approval, the BHHC will not pay for two (2) immediate communications of information (i.e., both fax and overnight delivery service) the BHHC will not pay for in-coming faxes.

C. Long Distance Telephone Charges

The BHHC will pay actual and necessary long distance telephone charges. Such charges must be itemized as follows

1. The date the call was made;
2. The phone number called;
3. The charge per call.

Failure to delineate calls as "long distance" or "out of office" will preclude reimbursement of these expenses.

D. Travel

1. Local Travel

The BHHC will not reimburse the Firm for mileage, tolls, taxi cab, parking or any other costs associated with travel within a 50 mile radius of the Firm's offices as this is considered the Firm's service area.

2. Long Distance Travel (The Interim Executive Director must give prior approval for out of town travel)

a. Long Distance Travel via Automobile

Travel time may be billed at the timekeeper's full hourly rate where it is necessary to travel via automobile. The Managing

Attorney is responsible for ensuring that all trips are accomplished using the most cost and time efficient mode of travel (air, train, auto, etc).

b. Long Distance Travel via Air, Train, or Ship/Ferry

When traveling via air, train or ship/ferry, travel time may not be billed unless the timekeeper is also performing Services under the Contract. Only the time spent performing the Services is billable.

c. Long Distance Expenses

The BHHC will reimburse the Firm for mileages, tolls, parking airfare, ground transportation, lodging and meals incurred for non-local travel. Expense must be separately identified, i.e., air fare, hotel, meals etc.

- i. The BHHC will only reimburse for reasonable meal expenses. The daily maximum meal allowance is \$40.00. Receipts must be available for audit.
- ii. All air or train travel must be via economy/coach class. Travel arrangements should be made as early as possible to avoid unnecessary cost.
- iii. When more cost effective, taxis or shuttles shall be used rather than rental cars.
- iv. Rental cars shall only be intermediate class and insurance coverage shall not be charged to the BHHC. Rental cars are to be refueled before returning to the rental agency.

V. Mileage will be reimbursed at the rate of .20 cents per mile. The following information shall appear on the invoice:

- a. The date of travel;
- b. The start and end point of each trip;
- c. The number of miles traveled each trip;
- d. Total miles traveled;
- e. The timekeeper;
- f. The mileage rate.

VI. Litigation and Administrative Proceedings

A. Pleadings and Document Preparation

The Firm must obtain the Interim Executive Director's authorization prior to preparing pleadings and/or documents. This requirement includes, but is not limited to, preliminary objections, motions to dismiss, motions to strike, motions to compel discovery, motions for judgment on the pleadings, motions for summary judgment, pre-and post-trial motions, notices or appeal, and legal memoranda providing advice and/or options. All pleadings and other significant documents filed with the court, such as preliminary objections, dispositive motions, stipulations and rules to show cause. The Firm is required to obtain prior approval before undertaking the drafting of pleadings and documents because the BHHC reserves the right to prepare drafts of answers, other pleadings, requests for discovery or non-litigation documents, in such instances, the Firm will be provided

with the document in draft form and, generally, will be expected to place litigation documents in final form for filing in accordance with applicable court rules.

B. Motions Practice

Offensive motion practice must be undertaken without the prior approval of the Interim Executive Director. When requesting prior approval to file motion, the Firm must be prepared to address:

1. The purpose of the motion;
2. The motion's chance for success;

3. How the motion will advance the case;
4. How much time will be expended on the motion;
5. Who will prepare the motion and;
6. Whether the timekeeper with the lower hourly rate could prepare the motion.

C. Depositions

Depositions or examinations before a hearing or trial can, when properly coordinated, provide information vital to a prompt and fair disposition of the case. The Firm shall obtain prior approval of the Interim Executive Director before scheduling the offensive deposition of any witness.

The BHHC may want to have an attorney present during depositions. The Firm shall notify the Interim Executive Director of the date of the deposition as soon as possible to arrange for someone from the Legal Department to attend the deposition.

The attendance of more than one legal professional representing the BHHC at the depositions, hearings, trials, or meetings is prohibited unless approved in advance by the Interim Executive Director.

When the BHHC documents are to be attached to depositions of current or former the BHHC employees, the Interim Executive Director may request that the Firm obtain a protective order to ensure that the confidential nature of the information is properly preserved.

D. Third Party Vendors

Prior approval of the Interim Executive Director is required before engaging any expert witness, non-testifying experts, consultants, investigators, medical witnesses, etc.

E. Negotiations, Settlements and Appeals

The decision to try, settle or appeal a case rests with the BHHC, subject to prior approval by HUD in the instances where settlements or awards will be paid from federal funds or where the outcome of the litigation may affect HUD programs nationwide. Under no circumstance can the Firm agree to settle a case on the BHHC's behalf, or release any substantive right, or otherwise commit the BHHC on any major issue without prior approval through the Interim Executive Director. All settlement demands must be treated as significant events and forwarded to the Interim Executive Director immediately upon receipt.

When the Firm has been authorized to engage in settlement discussions or other negotiations involving substantive issues, the Interim Executive Director shall be kept fully and timely advised with written reports. And where appropriate, telephone reports.

Concluding documents of a settlement, such as a release or stipulation of settlement, must be in a form approved by the Interim Executive Director.

F. Paralegals

The BHHC endorses the use of paralegals for those aspects of the assigned case or project that do not have to be done by an attorney, such as preparation of outlines/digests of medical records, summaries, and designation of medical records and other evidence for filing and serving. Paralegals may also be used for legal research, provided that such use is cost-effective and is

performed by a paralegal competent to handle the research. Use of paralegal shall not result in duplication of work by attorneys.

The BHHC endorses the use of paralegals where appropriate. The following is a list of activities, which is not intended to be exhaustive, that the BHHC considers to be paralegal in nature:

1. Prepare subpoena for employment or medical records wherein a record copy service form is not prepared.
2. Prepare subpoena for depositions, hearings, and trials.
3. Organize and reorganize files if it involves case documents, such as cataloguing.
4. Index file materials if they are case documents requiring professional judgment with respect to categories.

5. Prepare Entry of Appearance.
6. Prepare Substitution of Attorney.
7. Prepare Answers which do not require affirmative defenses or specific denials.
8. Prepare Interrogatories (form or standard)
9. Prepare Request(s) to Produce (form or standard)
10. Prepare Demand for Statement of Damages.
11. Prepare Stipulations to Extend Time to Answer.
12. Prepare Motions to Compel Responses to Discovery (form). Note: IF the State has a consultation requirement or each motion must be customized as opposed to being a standard form, this may be an attorney function.
13. Summarize medical records.
14. Summarize Answers to Interrogatories.
15. Summarize Depositions (line summary/digest). Note: The BHHC will pay for attorney who is going to question the witness at trial to summarize these depositions during the trial preparation period.
16. Summarize employment records.
17. Prepare medical indices.
18. Prepare records request(s)
19. Prepare records subpoena(s)
20. Prepare Authorization to Secure Records (medical, tax, IRS, employment, union).
21. Prepare witness list.
22. Prepare exhibit list.

A record copying service should be used as a rule; preparation should be done only under exceptional circumstances.

G. Reporting Requirements

1. Case Development

a. Acknowledgement

- i. Upon receipt of the new case, the Managing Attorney shall send an acknowledgment letter to the Interim Executive Director regarding receipt of the file and identifying the full name of the staff selected to work on the file, the timekeeper's status, i.e., partner, associate, paralegal, the role of the firm member on the file and each person's hourly billing rate. The letter shall also confirm there is no conflict of interest and reconfirm the Firm's agreement to abide by these Guidelines.

- ii. The BHHC anticipates that the assigned attorney(s) will handle the matter to its conclusion. If it becomes necessary for the Firm to replace an attorney or paralegal on a file, the Firm is expected to bear the cost and/or expenses of substituting staff until that member is as familiar with the file as the former timekeeper. Except in unusual circumstances and unless prior written approval is obtained, the BHHC will not reimburse the Firm's additional fees or expenses arising out of reassignment of a case.

b. Initial Evaluation

- i. After case assignment, the Managing Attorney and the Interim Executive Director will promptly conduct a meeting (in person or by telephone) for the purpose of developing a focused strategy designed to resolve the case in a timely and appropriate manner.
- ii. Within 30 days of case assignment, the Firms shall provide an Initial Case Report which shall contain:
 - a. A discussion of the primary liability issue(s) likely to drive resolution of the case including causation and damages issues;
 - b. A discussion regarding the intended and probable case

outcome, e.g., should the case be settled or tried, if there a viable third-party action and/or cross claim against codefendants, should the case be referred to alternative dispute resolution, etc.

- c. A preliminary assessment of the potential settlement value of the case.
- d. An outline of the discovery and research needed in order to develop and resolve the primary issues likely to drive resolution of the case; and
- e. A written budget outlining the cost likely to be incurred to resolve the case. The BHHC will rely on the accuracy of the predicted budget and will expect the Firm to stay within the predicted range throughout the duration of the matter.

2. Case Management

a. Local Counsel

Any retention or affiliation with another law firm must be authorized in advance, in writing, by the Interim Executive Director. Any local counsel invoice submitted for payment that was not approved by the BHHC will not be processed for payment. The Managing Attorney shall provide approved local counsel firms with a copy of the BHHC's Outside Counsel Guidelines and obtain written acknowledgment from the firm of receipt of the guidelines. The original executed acknowledgement shall be forwarded to the Interim Executive Director by the Firm.

b. Supplemental Case Analysis

As additional relevant information regarding the case becomes available or a significant event occurs, the Firm shall notify the Interim Executive Director, as well as modifying the case evaluation report and budget, as appropriate. Supplementing the budget and obtaining approval of the supplemented budget by medication of the associated Task Order is required prior to performing and supplemental services.

The Firm shall consult with the Interim Executive Director whenever any significant decision must be made regarding any strategic plan or significant expenditure.

c. Discovery Summaries

The primary attorney assigned to the case shall use discretion in determining whether it is necessary to prepare summaries of documents, recordings depositions, taking into consideration the complexity of the case, potential exposure and the relative value of the information to be summarized to the case outcome. If deemed necessary, the task shall be assigned to the appropriate timekeeper based on level of experience required to summarize the information and the applicable billing rate. See G, Paralegals, for when paralegals are to be used for summaries. Deposition summaries are to be completed by the attorney who attended the deposition. The Firm shall not prepare detailed page/line/abstract deposition summaries unless requested or trial is imminent.

d. Motions

The Firm and the Interim Executive Director shall discuss and fully consider the expected positive effect and negative impact of filing any substantive motion. No substantive motion shall be filed unless doing so is more likely to be granted than not (barring motions to preserve an appellate record previously authorized by the Interim Executive Director). The Firm must notify the Interim Executive Director in advance of all dispositive motion filing deadlines.

The Firm must report to the Interim Executive Director immediately when a significant event occurs. These reports must include copies of all pertinent documents, an evaluation of the impact of the event, recommendations for changes to the litigation strategy and impact on the case budget or cost analysis. Unless requested by the Interim Executive Director, do not include deposition

transcripts or notes of testimony. A "significant event" is any event that potentially affects the evaluation of the liability, nature or extent of damages, or the defense strategy or litigation plan.

If there has been no reporting in response to significant events, the Firm must update the Interim Executive Director each month.

H. Interim Executive Director Participation in Hearings, Depositions, Meetings

The Firm shall copy the Interim Executive Director on all written communications with current or former BHHC employees. If necessary, and to the extent feasible, the Interim Executive Director will be present (in person or by telephone) in all other communications with current or former BHHC employees. The Firm must keep the Interim Executive Director advised of the status of case activities by providing advanced notice of all important dates, such as dates for hearings, arbitration's, trials, meetings with witnesses as the Interim Executive Director may wish to be present at these events. If the Interim Executive Director is not present, the Firm must provide an update, by telephone when appropriate, and promptly provide him or her with a written report following the event.

Contractual Arrangement

BHHC shall prepare a comprehensive written Legal Services Contract after selection and negotiation with the Contractor. The contract shall include the provisions required by HUD and/or Michigan law or regulations. In addition to the terms and conditions outlined in the body of this Request for Proposals.

Right to Reject Proposal

Benton Harbor Housing Commission reserves the right to reject any and all proposals submitted and to request additional information from all Respondents.

C. INFORMATION TO BE FURNISHED BY RESPONDENT

Proposal should be organized in the following manner:

A. Title Page

Show the RFP subject, the name of the Respondent, address, telephone number, name of the contact person, and the date.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Proposal Letter from Respondent

Limit to five pages, if possible

1. Work to be done

Briefly confirm the Respondents understanding of the work to be done, and that respondent has the experience to perform the Scope of Services requested.

2. Authorized Representatives

State the names of the person(s) who will be authorized to make representation for the Respondent, their titles, addresses, and telephone numbers.

3. Primary Contact and Assigned Personnel

Give the name of the Respondent and firm, address and phone number, and the name and title of the one individual who would be responsible for this engagement.

4. Range of Professional Activities

Describe the range Legal Services activities per the Outside Counsel Guidelines performed and/or services provided by the Respondent.

5. References

Provide a minimum of three (3) references where the Respondent has performed similar services. Include the name, address and telephone number of a contact person for each reference as well as a brief description of the services performed.

6. RFP Cover Page

The cover page of this RFP must be completed and submitted with the proposal.

7. Certification

Submit a statement that the Respondent is not currently nor has previously been debarred, suspended or otherwise prohibited from practicing Legal Services by any federal, state or local government agency. Also disclose of any unsatisfactory reviews.

D. Cost proposal

In a **SEPARATE ENVELOPE MARKED ON THE OUTSIDE “COST PROPOSAL”**, please list normal hourly billing rates for billing on a hourly basis (**please include proposals for optional years**). Billing arrangements not tied to hourly rates are encouraged. (**No fees or expenses will be paid for travel time or mileage, except in cases where the Contractor’s travel exceeds 50 miles round-trip. Respondents should take this into account in their proposal**). Include in your proposal any assumptions on which your fees are based and any factor that you believe would justify an increase in the fees. Initial contract award consideration will be based on the average cost of the first two years.

Evaluation

A committee will be appointed by the Contracting Officer to evaluate technical and cost proposals in accordance with the evaluation plan. A minimum of three persons will be appointed. The evaluation criteria set forth in the RFP will serve as the written plan for the evaluation. Factors not specified in the RFP will not be considered. See Exhibit # 3 for the evaluation Rating Sheet.

Panel members who have a conflict of interest or relationship, financial or otherwise, or that may be construed as a conflict of interest, must disclose the existence of the conflict and, if necessary, excuse themselves from the panel.

Selection and Award

Upon completion of the evaluation process, the contract shall be awarded to the responsible person/firm whose technical approach to the project, qualifications, price and /or any other factors considered, are most advantageous to **Benton Harbor Housing Commission**.