

REQUEST FOR PROPOSALS

LEGAL SERVICES EMPLOYMENT/LABOR LAW

CHA JOB# 171225



PROPOSAL DUE DATE

December 4, 2017

HOUSING AUTHORITY OF THE CITY OF CHARLESTON
550 MEETING STREET CHARLESTON, SC 29403

PURCHASING DEPARTMENT

Priscilla Waring Lee

Procurement/ Contracts Manager

Phone: (843) 720-5345

Fax: (843) 973-3481

email: pml@chacity.org

Web: <http://www.chacity.org/purchasing.php>

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JOB# 171225

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REQUEST FOR PROPOSALS

Job Name: Legal Services Employment/Labor Law
Job Number: 171225

The Housing Authority of the City of Charleston will receive Proposals for Legal Services Employment/Labor Law. The contract will be for a one year term with renewal options for years two and three.

Original and two copies of the proposal must be submitted no later than 2:00 p.m. local time on December 4, 2017 to The Housing Authority of the City of Charleston, Attention: Priscilla Waring Lee, Procurement/Contracts Manager, 550 Meeting Street Room 232, Charleston, South Carolina 29403. Inquiries may be directed to Mrs. Priscilla Waring Lee at the above address, by phone (843) 720-5345, Fax (843) 973-3481 or email at pml@chacity.org late proposals will not be accepted.

Acceptance of this contract will obligate the contractor and subcontractors to comply with local, state and federal regulations for employment and business practices. The Contractors and Subcontractors must comply with provisions of the Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968. Minorities, veterans and women owned businesses are encouraged to respond.

The Housing Authority reserves the right to wave irregularities, to reject any and all proposals, and to re-advertise for this proposal.

Donald J. Cameron, President & Chief Executive Officer

DESCRIPTION OF ENTITYRequester's Address and Recipient of Proposals

The requester is:

Procurement/Contracts Manager
The Housing Authority of The City of Charleston
550 Meeting Street
Charleston, SC 29403

Questions concerning the proposal should be directed to:

Priscilla Waring Lee, Procurement/Contracts Manager
The Housing Authority of The City of Charleston
550 Meeting Street
Charleston, SC 29403
(843) 720-5345 or via fax (843) 973-3481 Email: pml@chacity.org

The Housing Authority of The City of Charleston was organized in the 1930s. The primary goal of the Housing Authority is to provide decent, safe, and sanitary housing for families that cannot afford standard private housing. The Housing Authority's programs are administered at the local level, in accordance with state law.

The Department of Housing and Urban Development is authorized to enter into contracts with (CHA) in financing the development and modernization of housing units and to pay operating subsidies and housing assistance payments to help pay for the operation of low income public housing and Section 8 housing.

The general supervision, direction, and program guidance are provided through the HUD field office in Columbia, SC.

SECTION I. INTENT

The intent of this Request for Proposal is to enter into one or more maximum three (3) year, firm fixed-price, requirements based agreement(s). Each agreement will be structured as a one year agreement with the option, at the Housing Authority of the City of Charleston's discretion, of 2 additional one-year options periods, with a qualified legal firm to provide the variety of legal services required by the Housing Authority of the City of Charleston (CHA).

SECTION II. SCOPE OF WORK DESIRED

The proposal must clearly state which issues are covered and which are not covered. The CHA will issue one contract for all services requested. The contract will be fixed firm price, requirement based with no guarantee of a minimum amount of services to be provided. The scope of services will include, but may not be limited to the following:

1. Employment/Labor Law

- a. Advise and assist the CHA Board of Commissioners, President & Chief Executive Officer, General Counsel on all employment and labor law matters affecting the CHA as needed. Preparation and rendition of legal opinions to the Board of Commissioners, President & Chief Executive Officer, General Counsel.
- b. Preparation of legal documents, contracts, contract clauses and negotiation of contracts and other documents for employment and labor law matters.
- c. Act as legal counsel for the CHA concerning employment and labor law issues, including, but not limited to:
 - i. Advisement on hiring, disciplinary and termination of employment;
 - ii. Represent the CHA in negotiations, arbitration, mitigation, court proceedings and actions including worker's compensation claims, EEO, and employee grievance hearings before other public bodies;
 - iii. Represent the CHA in actions in internal informal hearings, grievance hearings on personnel matters;
 - iv. Advisement on Non-Discrimination Law Requirements for employment/labor law matters under federal, state and locals laws.
- d. Assist and advise Board of Commissioners, President & Chief Executive Officer, General Counsel and CHA staff concerning development of policy and determination of applicable federal, state and local directives, statutes, regulations and laws.
- e. Assist, advise and represent the CHA as needed regarding internal personnel and human resource guidelines and policies.
- f. Reports as need to the President & Chief Executive Officer and General Counsel concerning the status of litigation matters and non-litigation matters and issues of special concern.
- g. Represent the CHA in appearances before the governing bodies at the City, County, state and federal level and other public bodies as required.
- h. Represent the CHA in negotiations, arbitration, mitigation, court proceedings and actions on other such matters as required.
- i. Attend the CHA Board regular and special Board meetings and retreats as necessary.
- j. Other legal services as required.

SECTION III. SPECIAL INSTRUCTIONS TO OFFERORS FOR THIS PROPOSAL

This section describes the form and/or content of the Offerors proposals when they respond to this RFP. Offerors are asked to restrict their proposal to fifty (50) pages. This applies to the proposal itself; attachments such as resumes are not included in this proposal length restriction. Section II. Scope of Services work shall be firm fixed price per task or hourly and shall be submitted as an attachment to the CHA Offeror Information Price form included in this RFP Document.

Respondents are asked to provide proposals that clearly state on the outside of the package:

PROCUREMENT DOCUMENT

Name of Firm

Proposal for Legal Services Employment/Labor Law

Response to Job# 171225

Due Date: December 4, 2017 2:00 PM EST

Proposals must include a full description of all proposed services. If the Respondent is not proposing to provide all services as listed under the Scope of Services requested in this RFP, please be very specific as to which services are included and which are excluded. All assumptions concerning Housing Authority of the City of Charleston's (CHA) involvement should be clearly stated. All exceptions to the RFP should be noted in the cover letter. Unique services should be clearly defined. The assumption should be made by all Respondents that their original Proposal will be their only opportunity to present their services and qualifications, and therefore should be as comprehensive as possible within the proposal length restrictions. It is PHA's intent to make this RFP part of the contract for services.

The Respondent shall provide one (1) original and two (3) bound copies to:

Priscilla Waring Lee, Procurement/Contracts Manager
The Housing Authority of The City of Charleston
550 Meeting Street
Charleston, SC 29403
(843) 720-5345 or via fax (843) 973-3481

Proposal Preparation Outline

Respondent's standard proposal formats are acceptable, provided the following information is included:

1. Company Profile

- A. The firm name and business address.
- B. A brief synopsis of the general capabilities and strengths of the firm.
- C. A brief overview of the firm's history, including the number of years in business, ownership structure, previous name of business, if any.
- D. List and describe any joint venture, teaming, subcontracting arrangement, or involvement of other firms in the proposed work.

- E. List of current litigation, outstanding judgments and liens. Submit a list of and describe any lawsuits filed against the firm during the preceding five (5) years in conjunction with the type of services requested herein.
- F. Any additional information regarding your firm experience and capabilities that you feel would be important to the success of our projects.
- G. Submit documentation on the firm's professional liability insurance and disclose any applicable deductible amount.
- H. Include five (5) references, including contact person, company name, phone number, and address on similar legal services contracts.

2. Organization, Support and Experience

- A. Organization chart and assignment of responsibilities for key staff.
- B. Identify a lead attorney to be the primary contact for the CHA by name and South Carolina Bar number.
- C. Key personnel listing, by labor category, location of staff, and resumes.
- D. South Carolina Bar number and description of relevant experience and expertise of each attorney proposed to provide services for the CHA.
- E. Resumes for all staff proposed for providing services under this contract.
- F. Detailed statement of background/experience of firm in providing similar services for Public Housing Authority clients.
- G. Provide a complete law firm employment profile on the form enclosed herein.
- H. Provide a statement describing the firm's present and projected workload, staffing and ability to provide prompt quality legal services.
- I. Without breaching client confidentiality, provide a statement indicating whether any clients are currently involved or anticipate being involved in litigation with any of the CHA Board or staff members.
- J. Without breaching client confidentiality, provide a description of any existing, potential or probable conflict of interest, which exists or that may arise for the firm during the agreement period.

3. Technical Proposal

- A. Offeror approach – a detailed narrative of the firm(s) approach to providing the required legal services.
- B. Offeror approach to supporting the CHA and handling evictions in a timely manner.
- C. Explain the firm's understanding of the CHA purpose and scope of this project.
- D. Provide a detailed explanation of cost saving measures to be taken to ensure cost efficiencies for the legal expenses for the CHA.

4. Price/Cost Proposal

- A. Provide the firm's suggested methods and amounts of compensation. Include the hourly billing rate for all personnel that will provide services during the agreement term.
- B. Each proposal shall contain a statement of the minimum compensation for which the firm is willing to render services to the CHA, including the amounts and/or methods of calculation. The CHA is interested in proposals that will provide top quality service at competitive rates.
- C. Each proposal should offer at least two methods of determining fees for services rendered: 1) based on hourly rates and 2) fixed firm price per service. Other

methods or variations in determining compensation are encouraged and will be considered. The PHA reserves the right, without qualification, to negotiate a fee structure with the selected firm.

- D. Provide fixed fee pricing and hourly rates for at a minimum the following services
 - i. Fees for CHA Staff Trainings
 - ii. Consultation with CHA on Human Resources Issues
 - iii. Legal services for litigation
 - iv. Legal services non-litigation/non-appearance
- E. Include in the price proposal the smallest fraction hour delineation for billing (1/12, 1/6, 1/4, 1/2, etc.); retainer requirements, list all reimbursable expenses and charges for copies, telephone, fax and automobile mileage.
- F. Compensation that is based on hourly rates shall be billed monthly by property, grant or program and shall be based only on actual time spent, without multipliers, add-ons, "unit billing" or other variations that could or would result in payment for more than actual time spent.
- G. The CHA will reimburse the firm the actual expenses incurred for copying, postage, long distance telephone calls, court filing fees and process services charges without mark-up or multiplier. There will be no reimbursement for any other expenses without express written authorization of the CHA President & Chief Executive Officer.
- H. CHA requires separate bills by property, grant and/or program. Offeror must provide a sample billing statement.

SECTION IV. EVALUATION PROCESS & FACTORS

The following procedures will be followed for the evaluation of Proposals:

- All proposals will be evaluated individually on the qualifications and experience of the respondent prior to examining price. The evaluation will consist of a qualitative review of the proposal to determine how it meets the minimum requirements.
- Upon completion of the proposal evaluations for all respondents, the price proposals will be analyzed.
- PHA reserves the right to make award based solely on the proposals or to negotiate with one or more respondents.
- The proposals, which have a reasonable chance of being selected for award, will be considered in the “Competitive Range”.
- CHA **may** request that respondents whose proposals are in the competitive range make oral presentations concerning their proposals to a CHA Evaluation Committee. A CHA representative will schedule the presentations (if necessary) on an individual basis.
- At the conclusion of negotiations, respondents **may** be given an opportunity to submit best and final offers before final determination.
- The contract for services will be awarded to the responsible respondent whose proposal is most advantageous to PHA with price and other factors considered. **Award will not necessarily be made to the respondent offering the lowest price.**
- PHA reserves the right to reject any or all proposals, or to re-advertise for proposals.

TECHNICAL EVALUATION CRITERIA

The PHA will consider the following criteria in the evaluation of an Offeror's proposal and rank all proposals against the below criteria:

The proposals submitted will be evaluated based on technical expertise using the following factors:

FACTOR	MAXIMUM POINT VALUE
Knowledge and expertise in relevant field of law affordable housing issues, public housing issues and regulations and practicality of approach to providing services as follows: Employment and Labor Law	30
Prior Experience in representing public housing agencies and other government agencies	20
References	20
Price/Cost Proposal	30
TOTAL MAXIMUM POINTS	100

SECTION V. GENERAL & SUPPLEMENTARY CONDITIONS

1. Offeror Inquiries And Responses

All inquiries to this RFP must be submitted in writing to: Housing Authority of the City of Charleston, Attn: Procurement Officer via facsimile to: 843-973-3481. Inquiries must make reference to specific section numbers of this RFP and, where appropriate, paragraph numbers. Offeror questions and the answers to these questions will be communicated to all potential Offerors. The Authority must receive all inquiries by the date listed in the timetable.

2. Prior Information

Any information, which may have been released either verbally or in writing prior to the issuance of this RFP, will be disregarded.

3. Conformity With This RFP

The Offeror's proposal must provide a simple, straightforward presentation of its capability to satisfy the requirements of this RFP. The proposal must follow the format defined in Section 3 of this RFP. Proposals must be signed and received in completed form at the CHA no later than **2:00 PM, EST on December 4, 2017**. Proposals received prior to the time of the deadline will be date and time stamped and securely kept, unopened. No proposal received after the Deadline for Proposals date and time will be accepted. The only exceptions are as outlined in Form HUD-5369-B, Section 6 (a).

Unless specifically authorized, telegraphic proposals will not be considered. However, telegraphic modification of proposals will be considered, if received prior to the hour set for the submittal deadline and if written confirmation of such modification over the signature of the Offeror is placed in the mail and postmarked prior to the time set for proposal to be due. Offerors are cautioned that, while telegraphic modifications of proposals may be received as provided above, such modifications, if not explicit, and if in any sense subject to misinterpretation, shall make the proposal so modified or amended subject to rejection.

4. Cost Detail

Offerors should take care to include in their proposal all services referenced in their proposal. If fixed firm price is required, price offered shall be inclusive of all expenses, travel, lodging, overhead and profit.

5. Cost Guarantee

The Offeror must honor all prices quoted in its proposal for sixty days (60) days.

6. Withdrawal Of Proposals

The Offeror may withdraw its' proposals by written or telegraphic request dispatched by the Offeror in time for delivery in the normal course of business prior to Deadline for Proposals date and time, provided that a signed written confirmation of any telegraphic withdrawal is placed in the mail and postmarked prior to that time. Negligence on the part of the Offeror in preparing its proposal confers no right of withdrawal or modification of its proposal after such proposal has been opened.

7. Acceptance Of Proposals

The Authority reserves the right to accept or reject any or all proposals, or to waive any formalities. The Authority reserves the right to reject the proposal of any Offeror who has previously failed to perform properly, or to complete on time, a contract of a similar nature; who is not in a position to perform the contract; or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors or employees.

If the Authority finds significant errors in the Offeror's proposal, or if the Offeror fails to conform to the essential requirements of the RFP, the Authority will reject the proposal. When an Offeror's proposal varies from what the RFP requested, the Authority and the Authority alone will determine whether the variance is significant enough to reject the proposal.

8. Exceptions To The RFP

The Offeror must clearly identify and explain any exceptions to the RFP, including the advantages and disadvantages to the Authority resulting from the exceptions.

9. Award Of Contract

The Contract shall be awarded to the Offeror submitting the most responsible proposal, price and other factors considered, complying with the specifications contained herein, provided the proposal is in the best interest of the Authority to accept. The Authority is therefore not bound to accept a proposal on the basis of lowest quoted price alone. The Offeror to whom the award is made will be notified at the earliest practical date. Offerors who desire to receive a copy of the Statement of Award must include a self-addressed stamped envelope.

10. Contract And Contract Execution

An Housing Authority City of Charleston standard consultant agreement will be issued. Subsequent to the award, and within ten (10) days after the prescribed forms are presented to them for signature, the successful Offeror shall execute and deliver to the Authority the signed agreement. The proposal and Request for Proposal and any written correspondence will become part of the Contract and shall be incorporated therein by reference.

11. Affirmative Action

All Offerors submitting a proposal must submit a work force profile for women and minorities.

12. Proposal Preparation Costs

The Offeror shall wholly absorb all costs incurred in the preparation and presentation of the proposal. All supporting documentation and manuals submitted with this proposal will become the property of the Authority.

13. Proof Of Insurance

The Offeror shall submit as part of its offer written evidence that it maintains at a minimum:

Workers Compensation	Statutory/100,000
Comprehensive General Liability	\$1,000,000 CGL
Auto Liability (including owned, hired or used)	\$500,000
Professional Liability	\$1,000,000 (Maximum deductible \$50,000)

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to South Carolina Statutes. The certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the PHA.

14. Appeals And Remedies

It is CHA's policy to handle disputes promptly at the CHA level. CHA's Appeals and Remedies procedure is listed in CHA Procurement Policy Section 4. Any protest resolution will follow procedures in CHA Policy Section 4 and will be in compliance with 24 CFR 85.36(b)(12) and HUD Handbook 7460.8 REV-1.

15. Third Party Claims

The Authority shall be held harmless from any third party legal claims. The PHA will contract only with the Consultant. Any sub-contractor employed by the Contractor will be the responsibility of the Contractor.

SECTION VI: REQUIRED FORMS AND REPRESENTATIONS

Read the RFP documents fully and in great detail.

(This list does not include all other submittals and forms that may be required (i.e. Product Data Sheets, Unit Prices, etc.)

The following forms MUST be completed and submitted with the proposal documents.

- ◆ Offerors Information Form
- ◆ Non-Collusive Affidavit
- ◆ Section 3 Compliance Affidavit
- ◆ Criminal Activity Certification Form
- ◆ Form HUD 5369-C, Certifications and Representations of Offerors,
- ◆ Form HUD 5370-C, Non-Construction Contract Form

Listed below are additional forms that are considered part of this proposal package. Forms may be obtained from CHA website at www.chacity.org or from HUD website at www.hud.gov.

FORMS MAY BE REQUIRED BEFORE A CONTRACT IS EXECUTED.

CRIMINAL ACTIVITY CERTIFICATION FORM

FORM HUD 5369-C, CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS,

FORM HUD 5370-C, NON-CONSTRUCTION CONTRACT FORM

HUD-FEDERAL LABOR STANDARDS PROVISION 4010 (6/2009)

HUD-GENERAL CONDITIONS 5370-C (10/2006)

HUD-INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION 5369-B (8/93)

HUD-STATEMENTS OF BIDDERS NON-CONSTRUCTION 5369-C (8/93)

HUD-CONTRACT PROVISIONS 51915 (9/98)

HUD-CONTRACT PROVISIONS 51915-A (9/98)

HUD-GENERAL CONDITIONS NON-CONSTRUCTION 5370-C I & II (10/2008)

HUD-PERFORMANCE BOND 92452 (7/2009) (SAMPLE)

HUD-PAYMENT BOND 92452-A (1/24/06) (SAMPLE)

HUD-PREVIOUS PARTICIPATION CERTIFICATION 2530 (7/2009)

HUD-SCHEDULE OF AMOUNTS FOR PAYMENTS 51000 (7/97)

HUD-PERIODIC ESTIMATE FOR PARTIAL PAYMENTS 51001 (3/92)

HUD-SCHEDULE OF CHANGE ORDERS 51002 (3/92)

DOL-FORM WH-347 PAYROLL & CERTIFICATE OF COMPLIANCE (12/2008)

FED-FORM W-9

CHA-FORM SECTION 3 SUMMARY REPORT

CHA-FORM CERTIFICATE OF COMPLETION

CHA-FORM RELEASE OF LIENS AFFIDAVIT

NOTICE – WAGE DECISION DAVIS BACON

NOTICE – TO ALL EMPLOYEES

NOTICE – SECTION 3 CLAUSE

NOTICE- SECTION 3 ECONOMIC OPPORTUNITY

1. OFFEROR INFORMATION FORM

Name of Offeror: _____

Address: _____

City _____ State _____ Zip Code: _____

Phone: _____

Fax: _____

Email: _____

To: The Housing Authority of the City of Charleston, South Carolina

Pursuant to and in compliance with CHA notice inviting sealed proposals (Request for Proposal), Instructions to Bidders (Form HUD-5369-B), and the other documents relating thereto, the undersigned Offeror, having familiarized himself with the terms of the proposal documents, local conditions and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Purchasing Office for the price hereinafter set forth.

The undersigned, as Offeror, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a contract with the Housing Authority of the City of Charleston; that he/she will comply with all Minority and Women Business Enterprise and Section 3; that he/she is aware that failure to properly comply with the requirements set out in the Instructions to Bidders (Form HUD 5369-B) and elsewhere in the Request For Proposal may result in a finding that the Offeror is non-responsive.

Signature of Authorized Company Official

Date

Printed Name of Authorized Company Official

Title

2. NON-COLLUSIVE AFFIDAVIT

TO OWNER: THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON
550 MEETING STREET, CHARLESTON, SC 29406

State of South Carolina)

ss

County of Charleston)

Being first duly sworn, deposes and says,
That he or she is a representative of the company listed below, the party making the foreseeing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Offeror or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person, to fix the bid price or any other Offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other Offeror, or to secure any advantage against the Housing Authority of the City of Charleston or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By: _____

(Signature of authorized Representative)

Date

Title: _____

Company Name: _____

Address: _____

Subscribed and sworn to under oath before me

This _____ day of _____, 20_____

Notary Public County of _____ State of _____

My commission expires: _____

SEALED

My Commission Expires: _____

3. SECTION 3 COMPLIANCE AFFIDAVIT

TO OWNER: THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON
 550 MEETING STREET
 CHARLESTON, SC 29403

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States government. Under penalty of perjury, I hereby state:

1. I am the _____ of _____
(Agent) (Company Name) (Owner, Partner, Officer,

The Bidder/Offeror that has submitted the attached Bid/Proposal/Quote: and,

2. My company/corporation adheres to Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 170 Iu, which requires, to the greatest extent feasible, that a “good faith effort” is given to identifying small businesses located within the boundaries of the Section 3 service area, making them aware of contracting opportunities, encouraging their participation and actually awarding contracts to Section 3 business concerns.

3. An attempt will be made to undertake outreach activities intended to encourage participation by Section 3 residents in training and employment opportunities, to include but not be limited to:

- a) Advertising in local media;
- b) Distributing flyers on training and job opportunities to public housing sites and posting advertisements in their common areas;
- c) Informing labor organizations and private job training agencies of potential jobs and contract opportunities;
- d) Participation in job information meetings and workshops to help Section 3 residents complete applications and learn interviewing techniques.

By: _____ Date _____
(Signature of authorized Representative)

Title: _____

Company Name: _____

Address: _____

Subscribed and sworn to under oath before me
 This _____ day of _____, 20_____

 Notary Public
 County of _____ State of _____
 My commission expires: _____

SEALED

4. 24 CFR §135.38 SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

5. STATEMENT OF NO PROPOSAL

If you do not intend to bid on the RFP, please return this form immediately to:

**Housing Authority of the City of Charleston
Procurement Department
550 Meeting Street
Charleston, SC 29403**

We, the undersigned, have declined to submit a proposal for:
Legal Services, Employment/Labor Law Job# 171225

Reason:

- Specifications too tight, geared toward one brand or manufacturer (explain below)
- Insufficient time to respond.
- Specifications unclear (explain below)
- We do not offer this product/services.
- Our present schedule does not permit us to perform.
- Unable to meet specifications or provide services.

Remarks:

We understand that if this Statement of No Proposal is not executed and returned, our name may be deleted from the list of qualified Offerors.

Company Name: _____

Address: _____

City _____ State _____ Zip Code: _____

Phone: _____

Fax: _____

Email: _____

Signature of Authorized Company Official

Date

Printed Name of Authorized Company Official

Title