



**REQUEST FOR STATEMENT OF QUALIFICATIONS
HOME & HOPE INITIATIVE: LEGAL CONSULTANT SERVICES 2020 RFQ**

Purpose and Background

Enterprise Community Partners, through its Home and Hope initiative facilitates the development of affordable housing and early childhood education centers on under-utilized, tax-exempt sites owned by public agencies and not-for-profit organizations in Washington State. To achieve the goal, capacity must be built, and interest must be aligned among owners, potential housing developers, and education facility operators. One of the main activities of the program is to assess site feasibility, potential site feasibility and potential site challenges.

The objective of this RFQ is to prequalify legal firms to advise on land use issues, financial and deal structuring, development and other limitations within current policy and law that will impact development of sites, and to advise on potential changes to law or policy.

The Home & Hope program was launched in 2017 and is planned to continue through 2021.

Work Activities

On an as-needed basis, Enterprise will require legal assistance to advise on land use issues, financial and deal structuring, development and other limitations within current policy and law that will impact development of sites within the Home and Hope program, or to advise on potential changes to laws or policies or other regulations.

Consultant Qualifications and Narrative

Experience providing legal services as outlined in the work activities. Provide at least 2 client references. Identify areas of the state which you have worked. Identify which staff in your firm specialize in which types of work, e.g. policy legislation, land use, financial structuring, etc. Submit resumes for these individuals.

Additional Information

- Please indicate whether your firm is *registered* woman and/or minority-owned business enterprise in the state of Washington.
- Please identify project staff likely to be assigned to this work and the associated billing rate schedule (principals, project managers, senior associates, associates, etc.). Submit resumes for these individuals.



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Scoring Criteria

<i>Item</i>	<i>Criteria</i>	<i>Possible Points</i>
1	Consultant's ability to perform the scope of work	40
3	Consultant's availability and resources to perform tasks	30
4	Consultant has competitive pricing within the market	30

Consultant must score a minimum of 70 points total to become a qualified consultant for this program with a minimum of 30 points under Item 1.

Process

Upon qualification, consultants will be issued a Master Contract and be placed on Enterprise's Home & Hope consultant roster. The Master Contract does not obligate Enterprise to retain consultant for any award. Any such further contracting will be by Task Order. Consultants will periodically receive invitations to provide price quotations on site-specific scopes of work through verbal/written solicitation. Consultants will be expected to indicate their availability to perform the scope of work and timeline for submission of deliverables. Project deliverables and timelines shall be detailed for each individual scope of work, but each project is expected to take up to three months. Consultants will be issued Task Orders for services awarded to them.

Enterprise has included its Standard Terms & Conditions to allow potential consultants the opportunity to review our terms prior to investing time into submitting for this work. Additional funder provisions may be included in the final contract, if necessary, and depending on the primary funding source.

The term of prequalification for consultants is expected to be through 12/31/20, with potential for extension based on the expiration and renewal of funding sources. Qualifications and Master Agreements can be renewed at that time, if necessary. The maximum value of each individual Task Order is expected to be no more than \$30,000.

Submission Instructions:

- The submission deadline for consultant qualifications is 10 business days from issuance of this RFQ.
- Electronic submissions in PDF format are required but hardcopy supplementals will also be accepted. Proposals should be emailed to M.A. Leonard at mleonard@enterprisecommunity.org. Questions can also be directed to M.A.
- Ensure that contact name(s) along with email addresses and phone numbers are provided with all submissions.



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Schedule and Key Dates

- Notification of Qualification Determination: Consultant will receive notification from Enterprise on their qualification status no sooner than 10 business days from issuance of this RFQ.
- Anticipated Award of Master Contract: Enterprise anticipates awarding Master Contracts to qualified consultants within 5 business days of notification of qualification.
- Invitation of Task Orders: As the need for a consultant arises, Enterprise will invite qualified consultants to provide price quotations on site-specific scopes of work through verbal/written solicitation. Responses to invitations for Task Orders are due within 4 business days of issuance of invitation.
- Anticipated Award of Task Orders: Upon selection of consultant for site-specific scopes of work, Enterprise will issue a Task Order within 5 business days.

Attachment A: ECP Terms and Conditions



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**Attachment A
STANDARD TERMS & CONDITIONS**

1. **Confidential Information.** “Confidential Information” is information which Enterprise, in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; information regarding Enterprise’s financial and strategic planning; information regarding Enterprise staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. Contractor hereby agrees that Contractor shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Enterprise. Upon the request of Enterprise, Contractor shall promptly deliver to Enterprise all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information. For purposes of this Contract, “Confidential Information” shall not include the following: (1) information which is or becomes publicly available without fault on the part of the party disclosing such information; (2) information which is already in the recipient’s possession prior to the effective date of the Contract and is not otherwise Confidential Information; (3) is independently developed by the recipient outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained from third parties, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the party served (“Party Served”) with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the provisions of this Contract.

2. **Payment.** **Payments shall not be made without Enterprise’s receipt of a completed W-9 form in accordance with Section 3 below,** a Contract signed by all parties and acceptance by Enterprise of the work performed. When submitting invoices, Contractor should use the attached Enterprise Request for Payment form. If Contractor chooses to use Contractor’s own form, each invoice must reference the Contract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Contractor must also submit all invoices within 60 days of the end of the Contract’s period of performance. Contractor agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.

3. **W-9 Form / Federal Tax Identification Number.** Contractor must provide Enterprise with a signed and completed W-9 Form. **Contractor’s name on the W-9 Form must match the name on this Contract, and, the W-9 Form must include Contractor’s Federal Tax Identification number. PAYMENT WILL NOT BE MADE TO CONTRACTOR WITHOUT ENTERPRISE’S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH THESE REQUIREMENTS.** Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Contractor hereby agrees to notify Enterprise immediately upon any change of any information submitted on Contractor’s W-9 Form.

4. **Ownership of Deliverables.** Contractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Contractor under this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise. Contractor must not reproduce, publish or otherwise use the work products or any portion thereof, or allow others to reproduce, publish, or otherwise use the work products or any portion thereof, without the prior written permission of Enterprise.

5. **Contractor's Performance.** Enterprise expects Contractor to perform in a high quality manner and in accordance with the standards set by this Contract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Contract and its Scope of Work, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding



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payment to Contractor, canceling the Contract, and hiring another party to complete the Scope of Work. Contractor will be liable to Enterprise for any additional costs incurred by Enterprise if the all or any portion of the Scope of Work is completed by others.

6. Use of Sub-contractors. If Contractor retains a sub-contractor to perform any portion of the Scope of Work, Contractor must first request approval from Enterprise, which shall not be unreasonably withheld.

7. Return of Documents. Contractor must deliver all records, notes, data, memoranda, models and equipment, of any nature, that are in Contractor's possession or under Contractor's control and that are Enterprise's property or relate to Enterprise's business upon Enterprise's request or upon the completion of this Contract.

8. Right to Audit/Record Retention. Contractor must keep for a minimum of three (3) years from the end date of the period of performance (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. Contractor's documentation and books of account shall be open for inspection by Enterprise or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.

9. Benefits/Insurance. Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile, and professional liability, for Contractor or employees of Contractor. Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for Contractor and all of Contractor's employees. Contractor maintains, and must maintain throughout the term of this Contract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers' compensation insurance each in an amount not less than \$1,000,000.00 (except that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Contract. Contractor must name Enterprise as an "Additional Insured" on its commercial general liability insurance and commercial automobile insurance and name Enterprise as "Certificate holder" on its workers' compensation coverage. Within 48 hours of Enterprise's request, Contractor must provide Enterprise with a certificate of insurance evidencing Contractor's compliance with all the foregoing required coverages.

10. Relationship of the Parties. Contractor is not an employee, partner, agent of or joint-venturer with Enterprise for any purpose. Contractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Contract.

11. Termination. Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract ("Termination"). In such event, the Contract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Contract. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach of performance survives.

12. Cancellation. Upon the occurrence of a breach hereunder, Enterprise may cancel this Contract upon the delivery of written notice to Contractor in accordance with the terms of this Contract ("Cancellation") and retain any remedy for breach of the whole Contract or any unperformed balance thereof.

13. Indemnification.

- (a) Indemnification by Contractor. Contractor will indemnify, defend and hold harmless Enterprise and its affiliates, officers, directors, employees, consultants, advisors and representatives (the "Enterprise



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Parties”) from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney’s fees or loss), relating to or arising out of any material breach by Contractor of this Contract, or the gross negligence or willful misconduct of Contractor, its affiliates, officers, directors, employees, consultants, advisors or representatives (the “Contractor Parties”).

- (b) Indemnification by Enterprise. Enterprise will indemnify, defend and hold harmless Contractor and the Contractor Parties from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney’s fees or loss), relating to or arising out of any material breach by Enterprise of this Agreement, or the Contract, or the gross negligence or willful misconduct of the Enterprise Parties.

14. Limitation of Liability.

- (a) Limitation on Liability Type. Except for liability relating to a breach of Section 1 of these Standard Terms and Conditions, or for claims relating to a party’s gross negligence or willful misconduct, in no event will Enterprise or Contractor be liable to the other for any indirect, incidental, special or consequential damages.
- (b) Limitation on Liability Amount. Except for liability arising from (i) the indemnification obligations set forth in Section 13 above; (ii) the confidentiality provisions in Section 1 above; or (iii) either of the parties’ gross negligence or willful misconduct, the aggregate liability of Enterprise and of Contractor arising in connection with this Contract, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the Contract Amount that has been paid or payable to Contractor by Enterprise during the twelve (12) months immediately preceding the first event giving rise to such liability.

15. Personally Identifiable Information. Subcontractor represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction.

16. Amendment. Any Amendment to the provisions of this Contract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Contractor may be made unilaterally by Enterprise with notice to, but without consent of, Contractor.

17. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of Enterprise. A delegation of performance will not relieve Contractor of any duty to perform or any liability for breach of this Contract.

18. Governing Law; Venue. This Contract must be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland exclusive of its conflicts of law rules. Contractor agrees that any litigation must be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and Contractor consents to the *in personam* jurisdiction of such courts. Contractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.



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19. Nonwaiver. The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future of such term or option.

20. Notice. Any notice which either party desires to provide the other party under the terms of this Contract must be sufficiently given, in writing and delivered to the party's address in this Contract or such other address as either party may specify in writing (i) by electronic mail, return receipt requested, or (ii) overnight courier or certified or registered first class mail, return receipt requested and postage prepaid, at such other party's principal place of business at the address set forth on the Contract. If by electronic mail, delivery shall be deemed effective when sent in accordance with the above provisions. If by overnight courier, delivery shall be deemed effective one (1) business day after dispatch in accordance with the above provisions. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.

21. Authorizing Action, Parties Bound. The execution, delivery and performance by Contractor are within Contractor's powers and have been duly authorized by all necessary action. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.

22. Severability. If any provision of this Contract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Contract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.

23. Entire Contract. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Contract, will be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties.