

## **INFORMATION TO ATTORNEYS REQUEST FOR CONSULTING SERVICES**

The City of Diamondhead, Mississippi is requesting proposals from qualified individuals or firms for Legal Services for its 2016 Community Development Block Grant Public Facilities Program funded through the Mississippi Development Authority. All services will be provided in accordance with applicable state and federal program rules and regulations under the Community Development Block Grant program.

Said proposals will be received in the City Clerk's office, 5000 Diamondhead Circle, Diamondhead, MS 39525, until 10:00 A.M., Tuesday, February 23, 2016, after which time they will be opened by the Selection Committee.

The Legal Selection Committee will then review each proposal and select a qualified individual or firm.

All proposals should be submitted in a sealed envelope clearly identified as follows:

### **NAME OF LEGAL FIRM OR INDIVIDUAL 2016 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROPOSAL FOR LEGAL SERVICES**

#### **SCOPE OF WORK**

The selected attorney shall be responsible for legal services of the funded project in accordance with applicable state and federal laws, regulations and procedures.

Activities will include insuring compliance with all applicable state and federal laws, regulations, and procedures, particularly those of the Community Development Block Grant Program.

#### **CONTRACT TYPE**

The City desires to enter into a contract with the selected attorney on a lump sum basis with a mutually agreeable predetermined maximum upset price.

#### **SECTION 3 REQUIREMENTS**

Section 3 of the Housing and Urban Development Act of 1968 requires that the City and contractors participating in CDBG projects give opportunities for job training and employment to lower income residents of the Section 3 area that is described below:

1. Section 3 also requires that "to the maximum extent feasible: contracts for work in connection with Section 3 covered projects be awarded to business concerns that are located in or owned in substantial part by persons residing in the Section 3 area.
2. The Section 3 area is defined as follows: The City limits of the City and Sharkey County.

#### **PROPOSAL CONTENT AND EVALUATION CRITERIA**

In order for your proposal to be properly evaluated, you must submit a Statement of Qualifications and Experience in sufficient detail to be evaluated.

Proposals will be reviewed by the Selection Committee, using the following selection criteria. Each member of the committee will assign points to each criteria based on the content of the proposal. Negotiations will be conducted initially with the firm receiving the highest number of votes, as rated by the Selection Committee. If a mutually satisfactory contract cannot be negotiated with the firm, the firm

will be requested to submit a best and final offer, in writing, and if a contract cannot be reached after the best and final offer, negotiation with that firm will be terminated. Negotiations then will be initiated with the subsequently listed firm in the order of rating, and this procedure will be continued until a mutually satisfactory contract has been negotiated. In addition to reaching a fair and reasonable price for required work, the objective of negotiations will be to reach an agreement on the provisions of the proposed contract including scope and extent of work and other essential requirements. The proposal must include the following parts:

	<b><u>Maximum Points</u></b>
1. <b><u>Qualifications</u></b> - Information reflecting qualifications of persons to be assigned to provide services.	40
2. <b><u>Experience</u></b> - Information regarding the experience of the firm, particularly Community Development Programs. The information submitted should as a minimum include: (1) Type of Federal Program, (2) The amount of Federal Funds, (3) Types of project activities undertaken, (4) Status of Program. The Request for Proposal requests detailed information with regard to the experience in specific areas pertinent to Federally assisted projects.	40
3. <b><u>Capacity for Performance (Work Force)</u></b> - Identify number and title of staff available to provide services. As evidence of capacity, the City will consider previous record with regard to performance in Federally assisted programs.	<u>20</u>
<b>TOTAL POINTS</b>	<b>100</b>

Proposals may be held by the City for a period not to exceed thirty (30) days from the date of opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of the attorney, prior to awarding the contract. The City is an equal opportunity employer. MBE and/or WBE firms/individuals are encouraged to submit a proposal.

#### **FUNDING AVAILABLE**

The amount of legal funds to be allocated for the project is not known at this time; consequently, proposals will be received on the basis of qualifications, experience, and capacity to perform as set forth above.

## **CONTRACT AND AGREEMENT FOR LEGAL SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Diamondhead, Mississippi (hereinafter "City") and \_\_\_\_\_, Attorney(s)-at-Law (hereinafter the "Attorney") on the day and year hereinafter written.

This contract is pursuant to an award of contract for Legal services between the City and said Attorney for Legal services to be furnished in connection with the City's 2016 Community Development Block Grant Project funded by the Mississippi Development Authority. Said Legal services shall include:

- \* General Legal Services as required by the City during implementation of the Community Development Block Grant Program.

The Attorney agrees to furnish General Legal Services as required by the City at the rate of \$\_\_\_\_\_ per hour plus out-of-pocket expenses for the duration of the project. It is anticipated that, on the basis of present estimates of work for General Legal Services, the total payment for all General Legal Services required under this Contract shall not exceed \$\_\_\_\_\_, but it is understood that this is a time billed contract for services requested, and the amount of services can vary depending upon what is required. This amount will be exceeded only after a review of any increase in the services or the scope of services to be rendered or as a result of complications or extra time incurred for services requested and upon mutual amendment hereof.

In the event of a default by said Attorney in performing the services required under this Contract, the City may terminate the Contract after giving said Attorney thirty (30) days written notice of the reasons for the City declaring a default in which allows said Attorney the right to cure the said default, and upon the failure of said Attorney to cure the default within said thirty (30) days, the City may terminate the Contract at the end of the thirty (30) days. In the event of said termination, the City shall pay said Attorney for all work rendered under the Contract up to and through the effective date of termination. This termination may be for default for cause or because said Attorney is unable to perform because of circumstances beyond his control.

The City may terminate the Contract at any time by giving written notice to the Attorney of such termination and specifying the effective date thereof. Such written notice shall be furnished the Attorney at least thirty (30) days before the effective date of termination. In that event, all finished documents or unfinished documents and other materials which would normally be furnished to the City shall, at the option of the City, become its property. If the Attorney is terminated by the City as provided herein, the Attorney shall be paid for all work completed up to the termination date.

The Attorney will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin.

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any function or responsibilities in connection with the planning or carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Attorney shall take appropriate steps to assure compliance.

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Attorney shall take appropriate steps to assure compliance.

The Attorney shall disclose and notify the City of any interest in land and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Attorney further covenants that in the performance of this Contract, no person having any such interest shall be employed.

The City, the Development Authority, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Attorney which are directly pertinent to that specific Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Attorney is required to maintain all required records for three (3) years after the City makes final payments and all other pending matters are closed.

**WITNESS** the signatures on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## The City of Diamondhead, Mississippi

**BY:** \_\_\_\_\_  
**Attorney-At-Law**

**BY:** \_\_\_\_\_  
**Thomas E. Schafer IV, Mayor**

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**Street Address**

City	State	Zip Code
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