



**REQUEST FOR PROPOSAL
FOR PROFESSIONAL HOUSING DEVELOPMENT
CONSULTANT SERVICES**

*Housing Authority of the City of Bossier City
2500 Line Avenue
SHREVEPORT, LOUISIANA 71104*

Date: January 6, 2023

Proposal Due:
February 3, 2023

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL HOUSING CONSULTING SERVICES
HOUSING AUTHORITY OF THE CITY OF BOSSIER CITY**

Background

Housing Authority of the City of Bossier City

The Housing Authority of the City of Bossier City (HABC) is a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the state of Louisiana and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U. S. C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U. S. C. 624). The HABC provides affordable housing for low to moderate-income households in neighborhoods throughout Bossier City, Louisiana.

Goals and Objectives

The HABC is seeking qualifications from interested professionals to serve as Professional Housing Development Consultant for the redevelopment of HABC family properties and to further the mission of the agency through new development under the HABC and/or its non-profit.

Under HABC's direction the successful entity will be responsible for providing advisory services related to preparation of the agency to serve as its own developer; assistance in preparation of HUD Mixed-Finance Proposals; assistance in securing financing; and advising HABC on development options for achieving its mixed finance housing development goals.

The successful entity will be expected to work closely with HABC and residents throughout the process, to incorporate their interests into the final redevelopment plan.

The redevelopment consists of the following locations:

1. Cisco Homes (1300-1619 Carver, 1391-1519 Cox, 1300-1307 Owens, Bossier City, LA 71111) consists of 37 buildings with 74 apartments.
2. Mariah Bush (1379-1385 Cox, 1300-1323 Hamilton, 500-545 North Circle, Bossier City, LA 71111) consists of 30 buildings with 56 apartments.
3. Hall Park (Griffin Lane, Bossier City, Louisiana 71111) consists of 45 buildings with 65 apartments.
4. Central Park (Southview and Amhurst, Bossier City, Louisiana 71111) consists of 22 buildings with 44 apartments.
5. Scott-Dickerson (Scott Street, Dickerson, Bossier City, LA 71111) consist of 19 buildings with 68 apartments.
6. Patricia Plaza I (79 Grace Lane, Bossier City, Louisiana 71111) consists of 51 buildings with 100 apartments.
7. Patricia Plaza II (2401 Bobbie Street, Bossier City, LA 71111) consists of 1 building with 30 apartments.
8. Villages of Eagles Pointe I (2210 Riverwood Circle, Bossier City, LA 71111) consist of 8 buildings with 44 apartments.

9. Villages of Eagles Pointe II (Riverwood Drive, Bossier City, LA 71111) consist of 10 buildings with 18 apartments.
10. Villages of Eagles Point III (2138 Riverwood Circle, Bossier City, LA 71111) consist of 34 buildings with 60 apartments.
11. Villages of Eagles Pointe IV (2016 Hardaway, Bossier City, LA 71111) consist of 25 buildings with 48 apartments.

Scope of Service

Statement of Work

The Professional Housing Development Consultant will report to and be a direct advisor to the CEO and Board of Commissioners throughout the implementation process of the HABC Redevelopment Plan. The initial scope of work for the Professional Housing Development Consultant will be concentrated in assisting the CEO to the predevelopment process in finalizing the redevelopment plan. The Professional Housing Development Consultant will be expected to work in partnership with HABC staff, U.S. Department of Housing and Urban Development, HABC legal counsel, HABC Residents, City of Bossier City, and members of the local community. All requests for services to be performed under the scope of this contract will be made with a written task order, signed and executed in agreement by both parties, prior to the commencement of any billable activity. A task order will specify the task to be completed, the required outcome or deliverables to result, and the number of hours expected to complete the task. This contract may contain one or multiple task orders.

Scope of Services

The initial work of the Professional Housing Development Consultant will include, but will not be limited to the following Scope of Services:

- A. Prepare and review existing revitalization plan and make recommendations for revisions and updates;
- B. Represent HABC's interest in establishing pre-development costs/expenses.
- C. Participate in redevelopment meetings involving various staff, residential and other stakeholders;
- D. Manage process in pre-development stage to finalize a redevelopment plan for the HABC;
- E. Assists the HABC in meeting HUD requirements;
- F. Represent HABC interest in overseeing all elements of the HABC's planning and implementation of the redevelopment plan;
- G. Make staffing recommendation in order to implement the development and redevelopment activities; and
- H. Train HABC staff to serve as its own developer on future development and redevelopment activities.

DETAILED QUALIFICATIONS STATEMENT

Statement of Proposer's Qualifications and Experience

Individuals, firms and/or teams shall provide experienced, qualified, and capable personnel to perform the functions and responsibilities outlined in the RFP. Given the housing types and variety of issues involved in this extensive effort, the selected Professional Housing Development Consultant must have a verifiable broad range of expertise in areas of affordable housing finance and development.

The Professional Housing Development Consultant will be required to possess not only experience and expertise in the area of mixed finance affordable housing development, but also an ability to effectively communicate development goals and details to various stakeholders in the City of Bossier City community, Caddo Parish, especially public housing residents, as well as city and county officials, the media, and other interested parties.

Offerors submitting proposals to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local Agency.

This statement should include a brief biographical summary of the principal members of the firm with a highlight of the individual(s) who would primarily serve HABC. Five (5) appropriate references should be included from clients with similar types of needs such as governmental, nonprofit or Housing Authority bodies or groups. Provide client name, contract name, address, and telephone number and indicate length and nature of relationship with the entity.

The proposal should supply the following information (not all inclusive):

A. Experience

- A brief biographical summary of the principal members of the firm with a highlight of the individual(s) who would primarily serve HABC
- Qualifications/Experience of the firm
- Qualifications/Experience of the individual(s) performing the services
- Professional References
- Anticipated Cost for Services
- Payment Schedule
- Proof of Professional Liability Insurance
- Client name(s), contract name, address, and telephone number. And indicate length and nature of relationship with the entity

B. Experience and capabilities in the following areas:

- Evaluating market conditions.
- Devising a financing plan
- Identification of innovative approaches to development
- Working with residents and garnering the support of diverse stakeholders
- Managing complex contractual arrangements
- Land Acquisition
- Development Phasing
- Architectural review
- Zoning issues
- Housing typology and mix (rental/homeownership)

Evidence of the Firm's Ability to Perform the Work

Proposers shall provide experienced, qualified and capable personnel to perform the functions and responsibilities outlined in Statement of Work. Experience with public housing agencies is key. Each Professional Housing Development Consultant must at a minimum provide at least the following information related to the principals and staffs professional and technical competence. Resumes must be provided that succinctly summarize the experience and qualifications of the proposed Key Personnel

who will actually perform the work. This is to include references (names, address, telephone and facsimile numbers) for each similar task these professionals have performed.

(a) Key Personnel. Time commitments for each Key Person should be shown in relation to each major task, expressed in percentages. Time commitments for Key Personnel may vary over the course of the project. As such, a narrative describing typical use of time over the course of the project should be provided.

(b) Experience of Key Personnel. Experience of Key Personnel on projects of a similar size and nature. HABC is particularly interested in knowing the experience of Key Personnel, working with each other at the Firm on previous projects.

(c) A staffing plan on who will be responsible for the tasks identified in Statement of Work.

HABC will review and screen all written proposals based on the qualifications and criteria for selection. One or more finalists may be selected to be interviewed by HABC. The HABC will select a firm from the finalists.

The firm selected will serve as the financial advisor for the redevelopment efforts to the Bossier City Housing Authority Commissioners and its management.

Criteria for Selection

Proposers must meet the minimum qualifications set forth in paragraphs above.

HABC reserves the right to accept or reject in part, or reject all proposals and to re-solicit new proposals.

HABC may also reject any proposals that are incomplete or nonresponsive and any proposals that are submitted after the deadline.

The contract will be awarded to the Offeror submitting the proposal which is most advantageous to HABC, considering qualifications, experience, price and other criteria as determined by the Housing Authority in accordance with Evaluation Criteria.

1) RFQ Available for distribution/Advertisement	January 6, 2023
2) Final day to submit written questions	January 30, 2023
3) Receipt of Qualifications by HABC deadline	February 2, 2023
4) Contract start date	February 16, 2023

Capability to Provide Professional Services in a Timely Manner

Proposers must discuss their approach or method in carrying out tasks identified in Statement of Work.

Past Performance

Proposers must discuss their past performance in terms of cost control, quality of work and compliance with performance schedules. This should include the following areas:

a) Type(s) of projects previously involved. Proposers should identify those projects in which they have been previously involved. This should include the type of project, time-frame of the project, estimated cost and final cost.

b) Cost Control. Proposers should identify those cost control mechanisms it has in place to control the cost of the project.

c) Quality of Work. Proposers should provide examples of past performances on projects of a similar nature listed in Scope of Work.

d) References. References are to include the name, address, telephone, facsimile numbers, and email address.

SBE/WBE/MBE/DBE and Section 3 Compliance

It is the policy of HABC to encourage its contractors to understand, endorse and fully implement the policies and programs associated with expanding the business potential for small, women-owned, minority-owned and/or City of Bossier City, Parish of Caddo based business enterprises, as well as similar activities associated with low and very low-income persons, notably those living in public housing, as described in "Section 3" requirements. Each Proposer must provide its policy statement on these matters, as well as its plan for meeting and fostering these objectives in terms of its own team and project expenditures.

Non-Discrimination

No employee or applicant for employment shall be discriminated against because of race, color, creed, national origin, age, political orientation, sex, sexual orientation, or non-disabling handicap. The Human Resources Department shall take affirmative action, as required by the Constitution of Louisiana and the United States, to assure that all levels of the classified service as reasonably representative of the ethnic and sex composition.

Clearances

Clearances must be obtained in order for a contract to become effective. It is the responsibility of the Proposer to provide clearances. The following clearances must be obtained unless specifically:

- 1) Firm or individuals are not disbarred by the federal government.
- 2) Firm or individuals are not listed in HUD's Limited Denial or Participation.

Evaluation Criteria

Review Team

The evaluation of proposals will be conducted by a Review Team. The Review Team will consist of 3 to 5 representatives from the HABC. The Review Team shall evaluate each responsive proposal using the method described in Evaluation Criteria of this RFP.

Evaluation Criteria

The Review Team shall review each proposal and rank the respondents according to the following evaluation criteria.

Each proposal will be evaluated based on its responsiveness to this RFP.

The proposals will be opened in accordance with HABC Procurement Policy and submitted to an evaluation committee for review and evaluation.

All submissions will be evaluated by the Evaluation Committee in accordance with the following factors and requirements:

Category	Possible Points
Experience & Qualifications	40
Demonstrated Success	25
Proposed Rate Structure	35
Total Possible Points	100

1. Experience and Qualifications. HABC will attach great importance to the Offeror's actual experience in providing the proposed services. The experience and qualifications of the personnel who directly provide services will be evaluated.

Evaluation criteria will include:

- a) Previous experience in providing development and real estate financial consulting services.
- b) Previous experience with and understanding of HUD Public Housing programs, applicable HUD regulations, including but not limited to mixed finance proposals.
- c) Previous experience with and understanding of layered financing, including, but not limited to LIHTC's.
- d) Experience with the integration of HUD regulations and programs with real estate development.
- e) Actual familiarity with Housing Authority finances and budgets.
- f) Demonstrable evidence of real estate financial and regulatory experience of individuals assigned to contract.
- g) Experience in managing complex contractual arrangements.
- h) Experience assisting in the procurement of private development partner(s) and in negotiating development agreements.
- i) Experience in successfully working with residents and garnering the support of diverse stakeholders.

Service Plan/Project Approach. Demonstrated experience and understanding of the tasks involved in providing re-development consulting services to the Housing Authority and for mixed-finance projects, including;

- a) Experience in evaluating market conditions.
- b) Experience in devising a financing plan.
- c) Experience in land acquisition.
- d) Experience in development phasing.
- e) Experience in architectural review.
- f) Experience in zoning issues.
- g) Experience in housing typology and mix (rental/homeownership)
- h) Experience working with residents and other stakeholders in the community.

2. Demonstrated success. Examples of successful projects, both public and private, in which firm's services played a pivotal role and description of firm's role(s).

3. Proposed Rate Structure. Please quote rate structure for first year and two option years. All rates should be quoted based on hourly rate (i.e. professional staff, technical staff, accounting, etc.)

EXAMPLE:

RFP Section	Lot No.	Hrs.	Rate	Description
4.1				Lot # 1: Pre-Development
4.1a	1	1		Consultant: Proposed hourly fee and dedicated hours that the consultant will work on the Pre-Development
4.1b	1	5	TBD	Expenses: Total proposed fee for all expenses to allow the staff identified to complete the work pertaining to Pre-

				Development. Such expenses include, but are not limited to: travel, lodging, per diem, copying, printing, clerical, etc.
4.2				Lot #2: Application
4.2a	2	6	TBD	Environmental Review: Proposed hourly fee and dedicated hours that the Consultant will work on the application processes.
4.2b	2	9	TBD	Market Analysis: Proposed hourly fee and dedicated hours that the Staff will work on market analysis.
4.3				Lot #3: Construction
4.3a	3	11	TBD	Consultant: Proposed hourly fee and dedicated hours that the Consultant will work on selection of Contractor.

4. Personnel (Mandatory). Certified statement that the consultant or any member of the consultant's proposed staff on this project, is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

5. References (Mandatory). The Offeror must include at least five recent references to include business name, address, telephone number and the name of a contact person. Insure that all names and phone numbers are current.

6. Insurance (Mandatory). In submitting their proposals, Offerors are representing that they will provide Comprehensive General Liability, Comprehensive Automobile Liability, Employers Liability and Errors and Omissions Liability coverage to protect itself and HABC. HABC must be named as an insured on all policies. The policies will provide limits of coverage acceptable to HABC and will be provided by highly rated insurance companies acceptable to HABC.

NOTE: HABC reserves the right to impose additional insurance requirements prior to the execution of an Agreement.

Based on the evaluation criteria, HABC's CEO will hold interviews with the best qualified firms and select the firm whose proposal best meets the needs of the Authority. All Offerors will be advised of the final decision in writing.

Each of the above aspects will be carefully evaluated to insure that the finalists have the experience and capability to handle the variety of Financial and Development issues the HABC may encounter. Both experience of the firm and the qualifications of the primary individual assigned as the financial advisor will be carefully evaluated to determine the best candidate(s).

Process for Award

This Request for Proposal is the first step in a two-step process. All proposals will be evaluated by the HABC Review Team and ranked in order from the most qualified to the least qualified based on their written proposal. The HABC reserves the right to conduct oral interviews with any of the firms submitting proposals and to arrange office visits with those firms deemed qualified.

The HABC Chief Executive Officer or his/her designee will conduct negotiations with the top-rated firm(s) with respect to scope, services, fees and payments in accordance with Louisiana State Law and HUD requirements. Proposed fees associated for the work are subject to negotiation. If the HABC is unable to reach an agreement on the fees with the most qualified firm then negotiations will move to the next ranked firm and so on until an agreement is reached or it is determined appropriate to cancel the solicitation.

The contract for Professional Housing Development Consultant Services in this RFP document will be subject to the approval of HABC Board of Commissioners.

This RFP will result in a fixed-fee contract, the terms of which will be negotiated between the HABC and the selected Proposer. The contract shall commence on the date specified therein and shall terminate upon completion of all services required pursuant to the contract unless terminated as provided therein. The term of the contract shall not exceed two years with a one to two year renewal option.

The HABC reserves the right to reject all proposals and/or make no award as a result of this RFP.

Procurement Process

Availability of the RFP Package

The RFP package may be obtained in person from the HABC at 2500 Line Avenue, Shreveport, Louisiana 71104, (318)698-3640. RFP packages may be mailed via United States Postal Service First Class Service Mail. RFP packages may be shipped by other means provided the requestor is willing to bear the cost of postage. All RFP package shipments must be pre-paid. The HABC will not honor requests for COD shipments or facsimile transmission of the package.

Submission Place

Proposals shall be submitted to:
Housing Authority of the City of Bossier City
ATTN: CEO
2500 Line Avenue
Shreveport, Louisiana 71104

Submission Method

One (1) original and seven (7) copies of the written proposal shall be submitted in a sealed envelope. The face of the envelope shall contain, in addition to the above address, the proposal number and title.

Submission Date and Time

Proposals must be received by 4:00 PM on Friday, November 13, 2020. They will not be opened publicly. It is the Firm's responsibility to ensure that its proposal is delivered at the proper time and place. Proposals which for any reason are not timely delivered will not be considered and will be returned unopened.

Offers by telegram, facsimile or telephone are not acceptable.

HABC staff designated to receive proposals will determine when the specified time has arrived. No responsibility will attach to an officer, employee, or agent of HABC for not recognizing or receiving a

proposal which is not properly marked, addressed or delivered to the submission place using the submission method by the submission date and time.

Questions/Interpretations

Any questions concerning this RFP shall be directed in writing to the address noted in this RFP for receipt no later than two (2) weeks prior to the submission date and time. No interpretation shall be considered binding unless provided in writing by the HABC.

Withdrawal of Proposals

Proposals may not be withdrawn for ninety (90) days from the submission deadline date.

Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Firm may be permitted to correct a mistake in its proposal and the intended correct offer may be considered based on the conditions that follow.

The mistake and the intended correct offer are clearly evident on the face of the proposal.

The Firm submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Firms.

Mistakes discovered after award shall not be corrected unless the HABC Counsel makes a written determination that it would be disadvantageous to the HABC not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the HABC Legal Counsel.

Execution of Proposal

The original proposal must contain a manual signature of an authorized representative of the Firm. The proposal must be typed. All corrections made on the proposal sheets must be initialed by the authorized representative. The proposal must include all documents, materials and information required herein.

Acknowledgement of Amendments

The respondent shall acknowledge in its response to this Request for Proposal, receipt of any amendment(s). The respondent's failure to acknowledge an amendment may result in rejection of the offer.

Contract Provisions

Conflict of Interest

a. The Firm warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Firm's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
2. The Firm's objectivity in performing the contract work may be impaired. In the event the Firm has an organizational conflict of interest as defined herein, the Firm shall disclose such conflict of interest fully in the proposal submission.

b. The Firm agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Procurement Officer which shall include a description of the action which the Firm has taken or intends to take to eliminate or neutralize the conflict. HABC may, however, terminate the contract if it is in its best interest.

c. In the event the Firm was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Procurement Officer, HABC may terminate the contract for default.

d. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the Firm. The Firm shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

e. No member of or delegate to the U.S. Congress or Resident Commissioner shall be allowed to any share or part of this contract or to any benefits to arise. This provision shall be constructed to extend to this contract if made with a corporation for its general benefit.

f. No member, officer, or employee of the HABC, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HABC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

g. No member, officer or employee of the firm selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest, direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

h. HABC reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

Cost of Proposal

All costs incurred, directly or indirectly, in response to this proposal shall be the sole responsibility of and shall be borne by the respondents.

Awards

A contract shall be awarded in accordance with the terms and conditions of this RFP. HABC reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received as the best interest of HABC may require.

Proposal Tabulations/Notification

After the award is made, a list of Firms submitting proposals will be posted for review by interested parties at the HABC Central Office and will remain posted for a period of ten (10) days. The list will be furnished upon written request only and will not be provided by telephone. A self addressed. Stamped envelope must be included with the written request. Each unsuccessful vendor will be notified in writing promptly upon award. The notice shall identify the successful Firm.

Form of Purchase

The acceptance of the proposed Firm's offer for the services specified herein will be made by issuance of a duly authorized contract. Vendors are cautioned to make no assumptions or accept any

representations by any employee, member, officer or representative of HABC concerning the award until a contract agreement is executed.

Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Firm to immediately notify the HABC in writing specifying the regulation which requires alteration. The HABC reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the HABC.

Nonconformance to Conditions/Specifications/Scope of Services

Services will be inspected for compliance with specifications. Services not conforming to specifications may not be accepted at the Firm's expense. Services not provided in accordance with the Scope of Services may result in the Firm being found in default. In the event of default, all procurement costs may be charged against the Firm. Any violations of these stipulations may result in the Firm's name being removed from HABC's proposal mailing list.

Assignment or Transfer

The successful Firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of HABC. Claims for sums of money due, or to become due from HABC pursuant to the contract may be assigned to a bank, trust company or other financial institution. HABC is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Firm obtaining the HABC's prior written consent.

Assignment or subcontracting of the contract is attempted in the absence of the Firm obtaining the HABC's prior written consent.

Availability of Records

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), HABC and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the Firm, which shall relate to, or concern the performance of the contract.

Patents - Licenses and Royalties

The successful Firm shall indemnify and save harmless the HABC and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or not patented invention, process or article manufactured or used in the performance of the contract, including its use by the HABC. If the vendor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials involved in the work. Further all residual right to Patents, Licenses and Royalties (e.g. software and license to use same purchased) shall revert to HABC at the end of the Agreement.

Proprietary Rights and Patent Indemnity

1. The successful Firm shall acknowledge that should the performance of the Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvement and ideas, same shall be promptly reported to the HABC, belong solely and exclusively to the HABC without further consideration and without regard to the origin thereof, the Contractor will not, other than in the performance of the Contract, make use of or disclose same to anyone. At the HABC's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the HABC all right, title and interest in such inventions, discoveries and improvements or to enable the HABC to apply for United States patents thereon, if the HABC elects to do so.
2. The Work Product materials shall not be disclosed, published or copyrighted in whole or in part by the Contractor. The right to copyright such materials shall rest exclusively in the HABC. Further, the HABC shall have unrestricted and exclusively authorities to publish, disclose, distribute, and otherwise use, in whole or in part, any of the Work Product materials. All Work Product materials prepared by the Contractor shall be dated and shall carry the following notation on the Front Cover or Title Page: "The document was prepared for and is exclusive property of the Housing Authority of the City Of Bossier City, a municipal corporation."
3. The contractor warrants that the performance of this Contract does not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim or cause of action related to the above obligations of the Contractors by the third party against the HABC, the Contractor shall defend at its expense and indemnify the HABC against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

Permits and Licenses

The successful Firm shall obtain all permits and licenses that are required for performing its work. The Firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The Firm will hold HABC harmless for any violation of software licensing resulting from breaches by employees, owners, and agents of the Firm.

Taxes

The successful Firm is responsible for all state and federal payroll and/or social security taxes. The Firm shall hold HABC harmless in every respect against tax liability.

Advertising

In submitting a proposal, the Firm and their consultants agree not to use the results as a part of any commercial advertising.

Insurance

- a. Insurance. The selected Firm shall maintain at its expense during the term of the Contract the following insurance.
 - (1) Workers Compensation Employers Liability in the amount of \$100,000 each accident; \$100,000 each disease; and \$100,000 for each disease/each employee
 - (2) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Louisiana No Fault Insurance Law) in an amount not less than \$1,000,000 per occurrence.

- (3) Professional Liability Insurance in the amount of \$1 million.
- (4) General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

The Housing Authority of the City Of Bossier City shall be named as additional insured on all policies.

b. Waiver. The selected Firm shall not hold the HABC liable for any personal injury incurred by its employee, agent or consultant, contractor, or subcontractor while working on this project. The Firm agrees to hold HABC harmless from any such claim by its employee, agents, consultants, contractor, or sub-contractor, unless a Court having jurisdiction finds there is gross negligence of an employee of the HABC while acting within the scope of their employment.

Proof of Liability Insurance

The successful Firm shall furnish to HABC a certified copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with HABC. HABC must be listed as an additional insured.

Standards of Conduct

The successful Firm shall be responsible for maintaining satisfactory standards of its employee's or sub-contractors competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

Removal of Employees

The HABC may request the successful Firm to immediately remove from assignment to the HABC and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of Duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- (3) Theft, vandalism, immoral conduct or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the HABC.

Supervision

The successful Firm shall provide adequate competent supervision at all times during the performance of the contract. To that effect, a qualified consultant and one or more alternates shall be designated in writing to the HABC prior to contract start. The Firm shall provide the telephone numbers where its representative(s) can be reached.

Performance Evaluation Meeting

The selected Firm shall be readily available to meet with representatives of the HABC weekly during the first month of the contract and as often as necessary thereafter. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

Disputes

- a. Issues Causing Protest. Any Firm who disputes the reasonableness, necessity, or competitiveness, of the terms and conditions of this Solicitation or who has been adversely affected by a decision concerning a notice of intended or actual purchase award may file a written notice of protest with the contact person listed in this solicitation.
- b. Filing the Protest. The Firm must advise the contact person listed in the solicitation in writing within 72 hours after receipt of the RFP solicitation or intended or actual notice of award of his intent to file a formal written notice with the contact person listed in the solicitation.
- c. Content of Formal Written Notice. The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
- (1) The name and address of the Firm filing the protest and an explanation of how his substantial interests have been affected by the RFP solicitation or by the HABC's notice of intended or actual award.
 - (2) A statement of how and when the Firm filing the protest received notice of the RFP solicitation or notice of intended or actual award.
 - (3) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
 - (4) A concise statement of the ultimate facts alleged, as well as the HABC policies which entitle the Firm filing the protest to relief.
 - (5) A demand for relief the Firm deems themselves entitled.
 - (6) Any other information which the Firm contends is material.
- d. Response to Protest. Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process, or award process will be stopped until the protest is resolved. The CEO may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency without the above-mentioned delay in order to avoid immediate or serious danger to health, safety or welfare. This written determination will specifically detail the facts underlying the CEO's decision and will constitute final agency action.
- e. Informal Resolution. Upon receipt of the formal written notice of protest or intent to protest, the Review Team must attempt to resolve the protest on an informal basis. The Review Team will have seven (7) days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the CEO.
- f. Resolution. The CEO may request such information pertaining to the matter as he/she deems appropriate. Within seven (7) days of the date that the formal written protest is referred to him/her, the CEO will notify the Firm making the protest his/her decision.

Federal, State, and Local Reporting Compliance

The Firm shall provide such financial and programmatic information as required by HABC to comply with all Federal, State, and local law reporting requirements.

State and Local Compliance

The Firm agrees that it will abide by Parish and City Ordinances and State Laws.

Section 3 Clause

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. The Section 3 Clause is located in Attachment 1 of this RFP. All proposals must also

include a Compliance Plan for Section 3 requirements. The Compliance Plan for Section 3 requirement is located in Attachment 1.

Project Personnel

Except as formally approved by HABC, the key personnel identified in the accepted proposal shall be the individual who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to HABC and approved.

Payment

1. HABC selection process will result in awarding a contract to perform Professional Housing Development Consultant Services. HABC shall make periodic payments for services provided. Performance milestone payments will be awarded up to 3% of the total development fees with firm awarded a contract and paid at the successful submission, awarding and funding of tax credit and other financing components. **Note: Consultant agrees that the total compensation shall not exceed allowable amounts by any funding source.**

2. Firm awarded a contract will provide a monthly invoice that contains a summary of activities with actual man hours of work performed by title, including any reimbursable expenses (if agreed upon in writing). The invoice is to be sent to:

Housing Authority of the City Of Bossier City
Kia Fuller
Chief Administrative Officer
2500 Line Avenue
Shreveport, Louisiana 71104

3. Upon review and acceptance of the invoice, payment shall be due and payable.

Notices

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the Firm at their business residence as given in the contract. Written notices to the HABC shall be addressed as provided in the contract.

Cancellation

Irrespective of any default hereunder the HABC may also at any time at its discretion cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

Laws

The contract shall be governed by the laws of the State of Louisiana.

Contract Documents

Written contract documents will be prepared by the HABC/Consultant. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular RFP.

Travel

All travel and miscellaneous expenses will be borne by the Firm.

Holidays

The HABC observes a number of holidays. No service will be performed on these dates unless specifically approved by HABC in writing.

Contract Award

The Contract for the Development and Consulting Services as requested in this RFP document is subject to the approval of the HABC's Board of Commissioners.

Attachment 1

SECTION 3 CLAUSE

ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW INCOME PERSONS

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

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 housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under not contractual or other impediments that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of worker with which the contractor has 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 position; 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 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 (1) 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. Parties to this contract that are subject to these provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Compliance Plan for Section 3 Requirements

Compliance

Every applicant bidder, contractor or subcontractor is encouraged to review the complete text that may be obtained, at no cost, by contacting the Housing Authority of the City Of Bossier City, 2500 Line Avenue, Shreveport, Louisiana 71104, Telephone (318)698-3640.

Every applicant, recipient contracting party or contractor and subcontractor, in order to comply with Section 3, must commit in writing to the following:

1. With the need to employ any additional personnel or to subcontract any work, the contractor must comply with Section 3 requirements to recruit, hire and or solicit contracts with low income Section 3 residents, persons and Section 3 businesses.
2. When the need is identified that additional personnel or any subcontractor is needed to complete the contract work, that the appropriate percentage of all new hires be Section 3 residents 10% of the contractor funds be awarded to Section 3 businesses. If the contractor hires only one employee or subcontracts with only one company, that employee must be a Section 3 resident and the company must be a Section 3 business.
3. Order of preference for Section 3 hires are as follows:
 - 1) Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance (category 2 residents);
 - 2) Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance (Category 2 residents);
 - 3) Participants in HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (category 3resident);
 - 4) Other Section 3 residents within the Bossier city limits.
4. Order of preference for subcontracting business concerns complying with Section 3 are as follows:
 - 1) Business concerns that are 51 percent or more owned by residents to the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);
 - 2) Business concerns that are 51 percent or more owned by residents to the housing development or developments managed by the HA that is expending the Section 3 covered assistance, or whose full-time, permanent workforce include 30 percent of these persons as employees (category 2 businesses);
 - 3) HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (category 3 businesses);
 - 4) Business concerns that are 51 percent or more owned by Section 3 residents, or whose full-time; permanent workforce includes no less than 30 percent Section 3 residents (category 4 businesses), or that subcontract amount in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

5. The contractor shall maintain all records, reports and other documents to demonstrate compliance with the Section 3 requirements.
6. Implementation of Section 3 by the contractor may be accomplished as indicated in the following examples:
 - 1) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons reside.
 - 2) Contracting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting- HUD, Youthbuild program participants for the HA's or contractor's training and employment positions.
 - 3) Consulting with State and Local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.
 - 4) Advertising the jobs to be filled through the local media, such as community televised networks, newspapers or general circulation, and radio advertising.
 - 5) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
7. A Section 3 implementation Plan outlining the proposed actions to insure compliance with the Section 3 requirements must be submitted prior to award of any contract issuing form for this solicitation.
8. The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the Section 3 regulations. The provisions of 24 CFR, part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension, or otherwise ineligible status.

The bidder is advised to thoroughly familiarize themselves with the regulation in 24 CFR 135. The bidder is responsible for complying with the regulation in its entirety.

Attachment II

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF

OFFERORS

1. HUD Form 5369-C, Certification and Representations of Offerors, NonConstruction Contract.
2. HUD Form 5370-C, General Conditions for Non-Constructions Contracts.
3. Certification of Proposer Regarding Debarment, Suspension, and Other Responsibility Matters.
4. Certification Regarding Lobbying and/or Standard Form LLL, Disclosure of Lobbying Activities (applicable to contract exceeding \$100,000).
5. Conflict of Interest Form.
6. RFP Acknowledgement Form.

Attachment III

**CERTIFICATION OF PROPOSER REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I, _____ hereby certify on behalf of _____
(insert name of proposer) and its key principals that we:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a Federal, State or Local department or agency; and
2. Have not, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (2) of this certification; and
4. Have not within a three year period preceding this bid, had one or more public transactions (Federal, State or Local) terminated for cause of default.

Signature of Key Principal of Proposer

Attachment IV

CERTIFICATION REGARDING LOBBYING

I, _____, hereby certify on behalf of _____
(insert name of proposer) and its key principals that we:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, or any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Key Principal of Proposer

Attachment V

CONFLICTS CERTIFICATION

I, _____ I hereby certify on behalf of _____
(insert name of proposer) and its key principals that:

(i) No actual or apparent conflict of interest exists with regard to the Housing Authority of the City Of Bossier City, (ii) no actual or apparent conflict exists with regard to proposer's or its key principal's possible performance as developer under the Request for Proposal, and (iii) no actual or potential claim exists against the Housing Authority of the City Of Bossier City

Signature of Key Principal of Proposer

Attachment VI

RFP Acknowledgement Form

Recipients of the Request for Proposal should complete the RFP Acknowledgement of Receipt attached to the RFP and immediately return it to the Authority.

Potential respondents are solely responsible for accurately and timely notifying the Authority as to its appropriate contact information. In the event that the Authority finds it's appropriate to send notices to RFP recipients concerning any revisions or clarifications to this RFP or other notices, the Authority will rely on information submitted in this form for any such notices.

Contact for any notices concerning the Request for Proposal for Professional Housing Development Consultant should be sent to:

Name (print or type): _____

Contact Person: _____

Address: _____

Telephone Number: _____ Fax: _____

Email Address: _____

Applicant Signature: _____ Date: _____

Mail or Deliver to:
Housing Authority of the City Of Bossier City
2500 Line Avenue
Shreveport, Louisiana 71104
Attn: Bobby R. Collins, CEO
By email to: kfuller@HABClA.com or brcollins@HABClA.com
By Fax to: (318)698-3640