



# **REQUEST FOR PROPOSAL FOR GENERAL COUNSEL AND LEGAL SERVICES**

*HOUSING AUTHORITY of the City of Bossier City  
2500 Line Avenue  
SHREVEPORT, LOUISIANA 71104  
Bobby R. Collins, Executive Director*

**Date: February 15, 2023**

**Proposal Due:  
March 15, 2023**

## **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

### **Purpose**

The purpose of this RFP is to allow the HABC to solicit meaningful, technical, competitive proposals so it may select from among a range of proposals, the attorneys or law firms(s) ("Firm") that best meets its needs and requirements in providing legal services. Prior to submitting a proposal, Proposers, at their own expense, must secure any personnel required to perform the required Services.

Pursuant to the Code of Federal Regulations ("CFR"), all procurement transactions will be conducted in a manner providing full and open competition. Consistent with the standards of 24 CFR 85.36, HABC is seeking competitive proposals to engage a qualified law firm(s) to represent its interests in the real estate development area.

### **Scope of Services**

The HABC seeks to hire legal counsel who can provide a wide range of legal services on an as-needed basis. These legal services will include, but are not limited to, matters dealing with federal and state public housing laws, rules and regulations and administrative matters, collective bargaining laws and procedures, advisory opinions and grievance procedures.

### **Term of Engagement**

The term of the contract will be two (2) years with two (2) one (1) year renewal options. The options may be exercised within the sole discretion of the HABC. If the HABC decides to exercise the options to renew, it shall notify the successful proposer(s) within sixty (60) days prior to the expiration of the initial or extended term of the contract. The maximum length of the contract shall not exceed four (4) years.

### **Nature of Contract**

The HABC considers this to be an INDEFINITE QUANTITY contract and reserves the right to determine the number of services and supplies rendered. Indefinite delivery is described as when the Authority needs services on an as needed basis within a specified time period. This type of contract will establish what to procure and at what prices. There is not a guaranteed amount of services the HABC will purchase. Estimates are provided so the contractor can gauge the expected amount of services needed within the given time period.

### **Contact Person**

Questions concerning this RFP should be submitted, in writing, to Nanette Iverson at [niverson@hacsla.com](mailto:niverson@hacsla.com).

### **Required Qualifications**

1. Proposer must possess all licenses and registrations necessary to practice law in the State of Louisiana.
2. Proposer must have prior experience and references in the subject matter of the proposal.
3. Proposer must assign key staff to the contract who have prior experience in the areas covered by the proposal and identify those individuals as part of the proposal submission.
4. Proposer must have and maintain all necessary professional licenses and insurance to cover liability and workers' compensation and submit proof of it with the proposal submission.

### **Tasks and Deliverables**

Services will be requested of the selected Firm(s) by the HABC on a Task Order basis. Task Orders are specific work assignments performed by the selected Firms(s) awarded a contract based on this RFP. The work assignments will cover one or more areas as outlined in this RFP.

The HABC may use information available on hand or, alternatively, request the successful proposer to submit streamlined proposals for a given Task Order. The HABC, in consultation with the client department, will determine whether to request streamlined proposals.

The HABC may request that the successful proposer and the HABC agree on a defined Scope of Work, a schedule, and an estimate of legal fees and expenses anticipated to be incurred in connection with particular assignments. The HABC may require the Firm to perform certain work on the basis of such Scopes of Work, schedules, and estimates, and to seek the HABC approval to perform work beyond such estimated based upon adequate justification. In appropriate circumstances, the HABC may request a written strategic proposal. Such proposals may include a description of the options and alternatives with an assessment of their worth, the major steps likely to be involved, their timing and sequence, and the projected costs associated with each step. Once proposals are agreed upon by the HABC and the Firm, any material variance from the estimate or proposal must be approved in advance by the HABC.

All Task Orders are subject to the terms and conditions of the resultant contract. In the event of a conflict between a Task Order and the contract, the contract shall prevail.

## **PROPOSAL REQUIREMENTS**

### **General Requirements and Information**

The following material must be received by March 15, 2023 at 4:00 p.m. for a proposal to be considered:

1. An original (so marked) of the Proposal and three (3) copies to include the following:
  - (a) Title Page showing the RFP subject; the Firm's name; the name, address, email address, and telephone number of a contact person; and the date of the proposal.
  - (b) Table of Contents.
  - (c) A letter of transmittal on the Firm's letterhead referencing the RFP title to which the Firm is responding. The letter shall state the proposer's understanding of the work to be done as stated in the Scope of Services; a statement that any and all addenda were received, the commitment to perform the work within the time period indicated in this RFP; a statement indicating why the Firm believes itself to be best qualified to perform the engagement; and a statement that the proposal is a firm and irrevocable offer for 90 days. This letter must be signed by a representative of the Firm authorized to make such statements and offers.
  - (d) Detailed proposal addressing the requirements set forth in this RFP.
  - (e) All required attachments as prescribed in this RFP.

### **Proposal Format**

A detailed proposal must be submitted together with all required forms. Proposers are urged to keep all proposals focused and as brief as possible while providing enough detail to enable an informed review of the Services offered. All identified elements must be included for the proposal to be considered complete. Proposers must complete and submit all required forms, authorizations, certifications and documentation required by this RFP.

Proposals must be organized in the following order and include the following information:

#### **1. Qualifications/Experience**

Proposers shall provide experienced, qualified and capable personnel to perform the functions and responsibilities outlined in this RFP. The Statement of Qualifications/Experience must clearly demonstrate the Proposer's knowledge and experience in providing the requested Services.

All proposers shall provide a Statement of Qualifications/Experience that addresses the following:

- (a) A statement of qualifications that clearly demonstrates the Firm's knowledge and experience relative to the requested Services.
- (b) Resumes that succinctly summarize the experience and qualifications of the principal(s) and all members of the Firm that will actually perform the work, including number of years licensed to practice law, type of practice in which engaged, and references for each similar task these professionals have performed.
- (c) A statement indicating sufficient staff capacity to complete assignments in a timely fashion, to engage in multiple projects simultaneously, to respond to emergencies when needed, and to otherwise provide competent, efficient representation to the HABC.
- (d) Extensive experience in dealing with LHC and other alternative funding agencies' rules, regulations, procedures and transactions, including but not limited to LIHTC and HUD funded HOME programs.
- (e) Familiarity with Louisiana law, local law and HUD procurement requirements, Section 8 Project-Based Certificate Program, and HUD's Procurement Handbook for Public Housing Agencies.

#### **2. References**

The Offeror must include at least (3) three recent references to include business name, address, telephone number and the name of a contact person. Ensure that all names and phone numbers are current. Preference will be given to references that are Public Housing Agencies, but you may also include other political subdivisions.

#### **3. Fees/Costs**

Proposers shall complete the Fee Proposal forms included in this solicitation as Attachment I indicating its proposed fees for the initial term. The fees proposed for the initial term shall be valid for ninety (90) days from the date proposals are due.

In the Fee Proposal the hourly rate must be "fully loaded" (i.e. inclusive of all clerical support, reports, materials and supplies that are necessary for performing services under this RFP). These rates shall include any overhead and/or profit. HABC, at its sole option, may require proposers to provide a breakdown of overhead and/or profit by title. If there are reimbursable costs associated with providing the Services under this RFP, they are to be identified.

The award of a contract under this RFP will not be based primarily on the fee. The Fee Proposal will be used to determine if a proposer, otherwise deemed to be qualified, is considered to be within the competitive range for the Services to be provided.

#### **4. SBE/WBE/MBE/DBE and Section 3 Compliance**

It is the policy of the 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 Bossier 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.

#### **Confidential Materials**

Any materials submitted by the firm which are to be considered confidential must be clearly marked as such; **provided however, any such materials are subject to disclosure pursuant to an appropriate Freedom of Information Act request made in accordance with applicable state or federal law.**

### **EVALUATION**

#### **Evaluation Criteria**

The technical evaluation will consist of a qualitative review of the proposal specifications. The proposals which have a reasonable chance of being selected for award will be considered to be in the competitive range. These Firms may be asked to participate in interviews or negotiations to discuss technical and price factors so as to ensure a mutual understanding of both the HABC's requirements and the Firm's proposals. The HABC reserves the right to determine that there is no need to hold interviews or negotiations and make an award based on initial proposals received.

At the conclusion of interviews/negotiations, proposers may be given an opportunity to submit revised proposals before final evaluation. The Review Committee shall recommend what tradeoff between technical merit and cost promises the greatest value to the HABC, price and other factors considered. The contract will be awarded to the responsible firm whose proposal is most advantageous, with price and other factors considered. Award will not necessarily be made to the lowest proposer. The HABC also reserves the right to negotiate any element of this RFP, reject any or all proposals or waive any minor irregularities or technicalities in proposals received as the best interest of the HABC may require.

The proposed final contract will be negotiated by the Housing Authority of the City of Bossier City Executive Director.

## HABC RFP for General Counsel and Legal Services

Proposals will be evaluated by the HABC against the following criteria:

1. Qualifications/Experience: **0 - 30 points**
2. References/Past Projects: **0 - 25 points**
3. Cost/Fee Schedule: **0 - 35 points**
4. Ability to meet HUD Section 3 regulations : **0 - 10 points**

### **TOTAL 100 POINTS**

**5. 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.

**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 the HABC. The HABC must be named as an insured on all policies. The policies will provide limits of coverage acceptable to the HABC and will be provided by highly rated insurance companies acceptable to the HABC.

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

Based on the evaluation criteria, the HABC's Executive Director may 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 ensure that the finalists have the experience and capability to handle the variety of issues the HABC may encounter. Both experience of the firm and the qualifications of the primary individual(s) assigned will be carefully evaluated to determine the best candidate(s).

### **Process for Award**

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 designee may 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.

This RFP will result in a 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 two one year renewal options.

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 on the HABC's website at [www.thehabc.org](http://www.thehabc.org) or by emailing a RFP request to Nanette Iverson at [niverson@hacsla.com](mailto:niverson@hacsla.com). The RFP package will be available on February 15, 2023.

### **Submission Place**

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

### **Submission Method**

One (1) original and three (3) 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 title.

### **Submission Date and Time**

Proposals must be received by 4:00 PM on March 15, 2023. 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.

The 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 the 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 and Interpretations**

All inquiries to this RFP must be submitted in writing to the address noted above, Submission Place, no later than seven (7) business days prior to the submission date and time. Inquiries should make reference to specific article numbers of this RFP and, where appropriate, section numbers. The HABC may, at its option, elect to respond in writing to inquiries. Copies of any such written communication shall be made available to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the HABC.

## **Withdrawal of Proposals**

Proposals may be withdrawn by written, certified mail to the HABC at the above listed address prior to the proposal deadline date. Negligence on the part of the Firm in preparing the proposal confers no right of withdrawal or modification of the proposal after the proposal deadline has elapsed.

## **Price and Scope of Work Changes**

All proposals should be firm and not subject to change by the Firm for a period of ninety days (90) from the proposal deadline date. Note, however, that the HABC reserves the option to negotiate prices downward and to negotiate additional scope of work and cost changes based on final negotiations with the selected proposer.

### **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 following:

- 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 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's Executive Director.

### **Execution of Proposals**

The original proposal must contain a manual signature of an authorized representative of the Firm. The proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made on the proposal sheets must be initialed by the authorized representative. The Firm name must appear on each sheet. The proposal must include all documents, materials and information required by this solicitation.

### **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 HABC which shall include a description of the action which the Firm has taken or intends to take to eliminate or neutralize the conflict. The 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 HABC, the 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) The HABC reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

**Cost of Proposal**

Proposers are responsible for all their costs associated with the preparation of proposals, the demonstration and interview process and the contract negotiation process. All costs incurred, directly or indirectly, associated with the preparation of proposals shall be the sole responsibility of and shall be borne by the proposers.

**Addenda**

The HABC reserves the right to modify this RFP as it deems appropriate. Any addendum issued shall be sent to each Firm on the HABC's list of recipients of this RFP. Any addendum issued become a part of this RFP.

**HABC AND HUD GENERAL CONDITIONS**

**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 the 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 the 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 the HABC. Claims for sums of money due, or to become due from the HABC pursuant to the contract may be assigned to a bank, trust company or other financial institution. The 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.

### **Availability of Records**

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the 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.

### **Freedom of Information Act Requests**

To ensure that a competitive process is maintained throughout the process of evaluating proposals, any proposer who makes a request for a copy of the proposals of other proposers before the HABC awards the contract shall be deemed ineligible for further consideration for award under this RFP.

### **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 the 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 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 the 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 the 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**

1. Insurance. The selected Firm shall maintain at its expense during the term of the Contract the following insurance.
  - (a) Workers Compensation Employers Liability in the amount of \$100,000 each accident; \$100,000 each disease; and \$100,000 for each disease/each employee.
  - (b) 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.
  - (c) Professional Liability Insurance in the amount of \$1,000,000.
  - (d) 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.

2. 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 the 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 the 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 the HABC. The 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.

### **Disputes**

1. 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.
2. 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.
3. 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:
  - a) 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.
  - b) A statement of how and when the Firm filing the protest received notice of the RFP solicitation or notice of intended or actual award.
  - c) A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
  - d) A concise statement of the ultimate facts alleged, as well as the HABC policies which entitle the Firm filing the protest to relief.
  - e) A demand for relief the Firm deems themselves entitled.
  - f) Any other information which the Firm contends is material.
4. 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 Executive Director 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 Executive Director's decision and will constitute final agency action.
5. 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 Executive Director.

6. Resolution. The Executive Director may request such information pertaining to the matter as he deems appropriate. Within seven (7) days of the date that the formal written protest is referred to him, the Executive Director will notify the Firm making the protest his decision.

### **Federal, State, and Local Reporting Compliance**

The Firm shall provide such financial and programmatic information as required by the 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.

### **Project Personnel**

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

### **Payment**

1. The HABC selection process will result in awarding a contract to General Counsel and Legal Services. The HABC shall make periodic payments for services provided.
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).
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 the HABC in writing.

**Contract Award**

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

**HUD Requirements**

See Attachment III. Each proposer shall carefully review these requirements to ensure ability to comply with them as they shall become a part of any contract resulting from this solicitation.

**ATTACHMENT I**

**FEE PROPOSAL FORM**

**RATES FOR INITIAL TERM**

Contractor, \_\_\_\_\_, agrees to perform the Services requested in this RFP in accordance with the Statement of Work for the following:

**INITIAL TERM: 2 YEAR(S)**

**NO. COST ELEMENTS COST**

1. Hourly rate for partner \$ \_\_\_\_\_
2. Hourly rate for lead attorney \$ \_\_\_\_\_
3. Hourly rate for associate \$ \_\_\_\_\_
4. Hourly rate for paralegal \$ \_\_\_\_\_
5. Hourly rate for other(s) \$ \_\_\_\_\_

Expenses:

State what expenses, if any, will be billed and the billable rate:

Contractors shall break down all elements of cost in such a manner that the HABC will have an opportunity to fully understand the make-up of the Total Cost.

**ATTACHMENT II**

**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 (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. 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)698-3600.

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:
  - a) Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance (category 2 residents);
  - b) Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance (Category 2 residents);
  - c) Participants in HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (category 3resident);
  - d) Other Section 3 residents within the Shreveport city limits.
4. Order of preference for subcontracting business concerns complying with Section 3 are as follows:
  - a) 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);
  - b) 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);
  - c) HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended (category 3 businesses);
  - d) 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.

- e) The contractor shall maintain all records, reports and other documents to demonstrate compliance with the Section 3 requirements.
- f) 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.
- g) 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.
- h) 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 III**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF**  
**OFFERORS**

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

**ATTACHMENT IV**

**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 V**

**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 VI**

**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