



**REQUEST FOR PROPOSAL
FOR REAL ESTATE DEVELOPMENT LEGAL
SERVICES**

*HOUSING AUTHORITY of the City of Shreveport
2500 Line Avenue
SHREVEPORT, LOUISIANA 71104*

Date: *10/27/2020*

Proposal Due:
November 13, 2020

Background - Housing Authority of the City of Shreveport

The Housing Authority of the City of Shreveport (HACS) was established in 1940 by the City of Shreveport, LA pursuant to the Housing Authorities Law (Title 36 of the Code of Louisiana). HACS is governed by a five-member Board of Commissioners. Each commissioner is appointed by the mayor and confirmed by the City Council. HACS is responsible for overseeing the management of more than 4600 housing units scattered throughout the City of Shreveport. HACS serves residents in approximately 449 public housing units. HACS continues to reconstruct and transform the face of public housing and participate in neighborhood revitalization in Shreveport through implementation of our strategic plan. HACS is committed to making Shreveport a better place to live. This is reflected in our family programs, neighborhood revitalization and economic development projects. HACS is also committed to providing Shreveport citizens with effective community redevelopment services, through partnerships with the City of Shreveport, the U.S. Department of Housing and Urban Development, and others.

Goals and Objectives

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

Under HACS'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 HACS on development options for achieving its mixed finance housing development goals.

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

The redevelopment consists of the following locations:

1. Hollywood Heights, Project Number LA 2-3, consists of 129 single family homes scattered throughout the residential community of Hollywood Heights. This development is an excellent example of the Housing Authority's effort to raise the stigma attached to public housing by providing families with housing options. Utilities are the tenant's responsibility. The manager's office is located within the community. An activity room is adjacent the office and provides tenants with a convenient place to gather for meetings and recreational activities. The Hollywood Heights Recreation Center & Park is within walking distance of the homes and provides many activities for families in the community.
2. Greenwood Terrace, Project Number LA 2-4, is located approximately one mile from I-20 within a west Shreveport residential community. The 100-unit complex has a two-, three-, and four-bedroom duplex design and caters to small and medium size families. Greenwood Terrace

provides residents with affordable housing free from a restrictive apartment environment. In 1996, a new community center was built. The center houses the manager's office, and a spacious activity room.

3. Scattered Sites, Project Numbers LA 2-8, 9, 10, and 11. By purchasing homes located in residential communities, SHA enables residents to live in a neighborhood setting and still have their rent subsidized. In 1988, under the 67 Acquisition Program, homes were purchased from the Federal Housing Association (FHA) and private homeowners. Additional homes were purchased in following years under the Scattered Sites initiative. All homes purchased under these programs are designated as single family units. Utilities are the responsibility of the tenant.

Purpose

HACS has identified a need for real estate development legal services to implement its development and redevelopment efforts. The real estate development legal counsel will be a direct advisor to HACS throughout the implementation process.

The purpose of this RFP is to allow HACS 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 meet its needs and requirements in providing real estate development and redevelopment legal services. Prior to submitting a proposal, Proposers, at their own expense, must secure any personnel required to perform the required Services.

The firm(s) selected will be expected to work in partnership with HACS staff, U.S. Department of Housing and Urban Development, HACS legal counsel, HACS Residents, City of Shreveport, Caddo Parish, and the Shreveport Area congressional representatives, 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.

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, HACS 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 Firm(s) selected to provide the legal services described in this RFP (the “Services”) shall provide legal services on behalf of HACS, or any subsidiaries created for HACS’s mixed finance transactions, Rental Assistance Demonstration (“RAD”) transactions, and other real estate development and/or redevelopment-related work (the “Projects”) including but not limited to the following:

- A. Legal services involving the negotiation, preparation and review of all contracts, agreements, evidentiaries, opinions, documents and other writings necessary to implement development-related work. Examples of such materials include documents such as ground leases, regulatory and operating agreements, declarations of trust and restrictive covenants, management agreements, development agreements, mixed finance amendments to the ACC, program income agreements, loan documents, and documents utilized and required in connection with RAD transactions.
- B. Draft and/or review organizational documents as required for the reorganization and/or formation of any HACS subsidiary or entity to act as an ownership, development or lending entity, relative to development projects. The services may also include, but not be limited to, legal assistance with tax matters for the entity.
- C. Identify regulatory, statutory and other legal concerns or issues that must be addressed with regard to the development projects and all real estate related activities.
- D. Prepare and implement any alternative funding proposals or agreements, including but not limited to, one or more Low-Income Housing Tax Credit (LIHTC) proposals and tax exempt bond funding.
- E. Negotiate agreements, draft contracts and/or review agreements related to any non-residential development on-site or off-site in the development projects' impact areas.
- F. Assist with real estate acquisition and real estate disposition matters involving public and private real estate opportunities and other property related issues, i.e., title clearance, condemnation, environmental mitigation, etc.
- G. Assist with residential real estate mortgage loan closings and in legal matters involving HUD, LHC and other alternative funding agencies' regulations, rules, and procedures including, but not limited to, LIHTC and all relevant HUD funded programs.
- H. Draft and/or review development incentives program applications for development tax credits, loan, grant programs, and New Markets Tax Credits.
- I. Represent HACS before federal, state and local administrative agencies and departments regarding funding applications, zoning, obtaining licenses and permits, and other matters related to development and redevelopment.
- J. Assist in the preparation of documents related to RAD conversions including the RAD Conversion Commitment, RAD Use Agreement, Housing Assistance Payment Contract and RAD riders to applicable documents.
- K. Provide all other legal services necessary for HACS real estate development that may not be contained in this RFP, specifically excluding litigation

The selected Firm(s) will be required to work with all persons necessary to successful completion of assigned tasks to complete the development or redevelopment work. The scope

of the development and redevelopment legal services required is based upon the following information:

During the course of the revitalization effort there will be a need for the provision of legal services related to the development of a mixed income housing component as well as non-residential components of the project.

2.01. Term of Engagement

The term of the contract will be two (2) years with a two (2) year renewal option. The options may be exercised within the sole discretion of HACS. If HACS 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.

2.02. Nature of Contract

HACS intends to award a time and material-labor hours contract for the legal services requested by this RFP. HACS's goal is to procure the best legal services available. This does not preclude procuring cost-effective legal services.

2.03. Contact Person

Questions concerning this RFP should be submitted, in writing, to HACS's CEO at 2500 Line Avenue, Shreveport, LA 71104. The CEO shall serve as the primary contact for contract administration purposes.

2.04. 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.

2.05. Tasks and Deliverables

Services will be requested of the selected Firm(s) by HACS 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 under this RFP. HACS may use information available on hand or, alternatively, request the successful proposer to submit streamlined proposals for a given Task Order. HACS will determine whether to request streamlined proposals.

HACS may request that the successful proposer and HACS 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. HACS may require the Firm to perform certain work on the basis of such Scopes of Work, schedules, and estimates, and to seek HACS approval to perform work beyond such estimate based upon adequate justification. In appropriate circumstances, HACS 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 HACS and the Firm, any material variance from the estimate or proposal must be approved in advance by HACS.

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.

3. PROPOSAL REQUIREMENTS

3.01. General Requirements and Information

The following material must be received by November 13, 2020 at 4:00 pm 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 and RFP number; the Firm's name; the name, 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 subject 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) Contractor forms, Authorizations and Certifications attached at Attachment II.

(f) Proof of Insurance.

3.02 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 and attached at Attachment II.

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

1. Plan of Action for the Accomplishment of Services

A statement of the Services to be provided, a proposed method for responding to the various tasks which might be encompassed within the Scope of Work Required and a description of the Firm's organization and approach to HACS initiated Task Orders are to be provided in response to this section.

If the Firm plans to use subcontractors, its proposal must identify the names of the subcontractors and the portions of the work the subcontractors will perform, specifically:

Complete name of the proposed subcontractor(s);

Complete address of proposed subcontractor(s);

Type of work the proposed subcontractor(s) will be performing;

Percentage of work the proposed subcontractor will be providing;

Evidence, as set out in the relevant section of this RFP, that the proposed subcontractor(s) is authorized to perform the required Services;

A written statement, signed by each proposed subcontractor, which clearly verifies that the proposed subcontractor is committed to render the required Services.

A proposer's failure to provide this information may cause HACS to consider the proposer's proposal non-responsive and reject the proposal.

Substitution of one subcontractor for another may only be made at the discretion of HACS.

The Firm shall be responsible for management, direction, scheduling, control, review and approval of all subcontracted work. Also, the Firm shall be responsible for assuring that all subcontracted work is performed in conformity with HACS's policies, standards and criteria. All subcontracts will be subject to the review and approval of HACS. Subcontracts will include all relevant provisions contained in the agreement between HACS and the Firm.

2. 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 HACS.
- d. Experience in residential real estate mortgage loan closings.
- e. 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.
- f. Familiarity with Louisiana law, local law and HUD procurement requirements set forth in 24 CFR Part 85.36, Development regulations set forth in 24CFR Part 941 Development, Section 8 Project-Based Certificate Program set forth in 24CFR Part 983 and HUD's Procurement Handbook for Public Housing Agencies, 7460.8 Rev-1.

3. SBE/WBE/MBE/DBE Goals

HACS encourages its contractors to understand, endorse and fully implement the policies and programs associated with expanding the business potential for small (SBE), women-owned (WBE), minority-owned (MBE) and/or disadvantaged business enterprises (DBE). 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. This should include a specific list of intended and/or potential consultants and/or sub-consultants for each category referenced above, and the percentage value of work that will be performed by each consultant

and/or sub-consultant. The submission should also include documentation or other certification which verifies the designation for category(s) indicated.

4. Compliance with Section 3 of the Housing & Urban Development Act of 1968

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

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, as well as similar activities associated with low- and very-low income persons, notably those living in public housing.

5. Fees/Costs

Proposers shall complete the Fee Proposal forms included in this solicitation at 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. HACS, 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. The Fee Proposal shall be submitted in accordance with Section 3.01.

3.03 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.**

4. EVALUATION

4.01 Evaluation Criteria

All proposals will be evaluated individually on their technical merit prior to examining cost. The technical evaluation will consist of a qualitative review of the proposal specifications. Upon completion of the technical evaluations for all proposers, the price proposals will be analyzed. 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 HACS’s requirements and the Firm’s proposals. HACS 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 (including changes to technical approach and price) before final evaluation.

The Review Committee shall recommend what tradeoff between technical merit and cost promises the greatest value to the HACS, 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. HACS also reserves the right to negotiate and award any element of this RFP, make multiple awards, reject any or all proposals or waive any minor irregularities or technicalities in proposals received as the best interest of HACS may require.

The proposed final contract will be negotiated by HACS CEO.

Proposals will be evaluated by HACS against the following criteria:

| Area of Evaluation as addressed in Section 3.02 | Possible Points |
|--|------------------------|
| Quality of Plan of Action for the Accomplishment of Services | 20 |
| Qualifications/Experience | 40 |
| Plan for meeting or fostering Section 3 objectives | 10 |
| Cost/Fee Schedule | 30 |

TOTAL 100 POINTS

4.02 Process for Award

HACS shall open the proposals following the proposal deadline date. Without limitation and at its sole option, HACS reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications, to negotiate with finalists, or to waive any irregularities. Firms may be excluded from further consideration for failure to fully comply with the specifications of this RFP. HACS may decide to reject all proposals and/or to reissue this RFP with modifications.

HACS shall reject the proposal of any proposer who has been barred from working on HUD projects. HACS also reserves the right to reject the proposal of any proposer who has previously failed to perform properly, or to complete on time, contracts of a similar nature.

5. PROCUREMENT PROCESS

5.01 Availability of RFP Package

The RFP package may be obtained in person from HACS's Administrative Office at 2500 Line Avenue, Shreveport, LA 71104, 318-698-3610. Upon request, RFP packages may be emailed. RFP packages may be shipped by other means provided the requester is willing to bear the cost of postage. All RFP package shipments must be pre-paid by the requester. The HACS will not honor requests for COD shipments or facsimile transmission of the package.

5.02 Submission Place

Proposals shall be submitted to:

**Housing Authority of the City of Shreveport
2500 Line Avenue
Shreveport, LA 71104**

5.03 Submission Date and Time

Proposals must be received by HACS's Administrative office by no later than November 13, 2020 at 4:00 pm. 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. Proposals sent by overnight delivery service will be considered timely filed if date stamped by at least one (1) day before the date set for receipt of proposals and time stamped at a time that they should have, pursuant to the express policy of the delivery service used, permitted delivery at the date, time and place set for receipt of proposals. The burden of proof to establish timely filing of a proposal by overnight delivery service shall be solely upon the entity or person submitting the proposal. Offers by telegram, facsimile or telephone are not acceptable.

HACS staff designated to receive proposals will determine when the deadline for receipt of proposals has expired. No responsibility will attach to an officer, employee or agent of HACS for not recognizing or receiving a proposal which is not properly marked, addressed or delivered to the submission place, in the submission method, **by the submission date and time.**

5.04 Questions and Interpretations

All inquiries to this RFP must be submitted in writing to the address noted in Section 5.02, Submission Place, no later than ten (10) 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. HACS 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 HACS.

5.05 Withdrawal of Proposals

Proposals may be withdrawn by written, certified mail to HACS 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.

5.06 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 HACS 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.

5.07 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 Housing Authority of the City of Shreveport makes a written determination that it would be disadvantageous to HACS not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by HACS's CEO.

5.08 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.

5.09 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.

5.10 Proposal Notification

After the award is made, a list of Firms submitting proposals 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 proposer will be notified in writing promptly upon award. The notice shall identify the successful Firm.

5.11 Addenda

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

6. HUD GENERAL CONDITIONS

6.01 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 prepared by HACS. Proposers are cautioned to make no assumptions or accept any representations by any employee, member, officer or representative of HACS concerning the award until a contract is executed.

6.02 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 HACS in writing specifying the regulation which requires alteration. The HACS 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 HACS.

6.03 Holidays

HACS observes the following Holidays:

New Year's Day

M.L. King's Birthday

Presidents' Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas

New Years' Eve

If the holiday falls on a Saturday, it is celebrated on the Friday prior to the holiday. If the holiday falls on Sunday, it is celebrated the following Monday.

6.04 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 HACS awards the contract shall be deemed ineligible for further consideration for award under this RFP.

6.05 Insurance

The contractor and any subcontractors will be required to furnish at the time of contract signing proof of professional liability insurance minimum coverage of \$500,000 per occurrence and worker's compensation coverage in accordance with state law requirements. HACS is to be named as additional insured. Coverage must be kept current and HACS notified immediately of any changes.

6.06 Contract Approval

The contract to be awarded under this solicitation may be subject to the approval of HACS's Board.

6.07 HUD Requirements

HUD Forms 5369 and 5370-C are attached to and incorporated into this solicitation. 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.

6.08 Funding Availability

HACS will not be bound to any contract if funding has been disallowed by HUD.

**ATTACHMENT I
FEE PROPOSAL FORM
RATES FOR INITIAL TERM**

Contractor, _____, agrees to perform the Services requested in this RFP in accordance with the Scope of Work for the following:

INITIAL TERM: _____ YEAR(S)

NO. COST ELEMENTS COST

1. Hourly rate for partner \$ _____
2. Hourly rate for senior 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 HACS will have an opportunity to fully understand the make-up of the Total Cost. Profit and overhead shall be stated as separate cost elements.

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.

**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

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

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 Shreveport, (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 Shreveport

Signature of Key Principal of Proposer

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 Shreveport
2500 Line Avenue
Shreveport, Louisiana 71104
Attn: Bobby R. Collins, CEO email to: kfuller@haclsa.com and brcollins@hacsla.com

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 Shreveport, 2500 Line Avenue, Shreveport, Louisiana 71104, Telephone (318)227-8174.

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 Shreveport 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 acts 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.