

**REQUEST FOR PROPOSALS**  
**FOR**  
**INDEFINITE QUANTITY CONTRACT FOR**  
**LEGAL SERVICES FOR DISPOSAL AND DEMOLITION OF A PUBLIC**  
**HOUSING DEVELOPMENT AND RELOCATION OF TENANTS**

**BY**

**HOUSING AUTHORITY of COVINGTON**  
**2300 MADISON AVENUE**  
**COVINGTON, KENTUCKY 41014**

**STEVE ARLINGHAUS**  
**EXECUTIVE DIRECTOR**

**Date of Issue:**  
**Friday April 17, 2020**

**Responses Due:**  
**Wednesday May 6, 2020 by**  
**12:00 P.M. Eastern Standard Time**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP AT THE DESIGNATED OFFICE OF THE HOUSING AUTHORITY OF COVINGTON ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR. THE HOUSING AUTHORITY OF COVINGTON WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.**

Dear Potential Respondent:

The Housing Authority of Covington (HAC), Covington, Kentucky is soliciting proposals for:

<b>DESCRIPTION:</b>	Indefinite Quantity Contract (IQC) For Legal Services
<b>ISSUE DATE:</b>	April 17, 2020
<b>PROPOSAL DUE DATE:</b>	May 6, 2020
<b>PROPOSAL DUE TIME:</b>	12:00 P.M. Eastern Standard Time
<b>PROPOSAL SUBMISSION PLACE:</b>	Housing Authority of Covington 2300 Madison Avenue Covington, KY 41014
<b>DIRECT INQUIRIES TO:</b>	<b>Steve Arlinghaus, Executive Director</b> sarlinghaus@hacov.org

***Note: All inquiries must be received no later than Wednesday May 6, 2020 by 12:00 P.M. Eastern Standard Time.***

***All Proposals are subject to the Conditions, Instructions and the Specifications attached hereto.***

***All deadlines indicated above are firm and non-negotiable***

## **Request for Proposal IQC - Legal Services**

### **I. Introduction**

The Housing Authority of Covington (hereinafter referred to as "HAC") is a standard performing, financially sound, public housing authority located in Covington, Kentucky. HAC was incorporated in 1937 as a public housing authority under the laws of the Commonwealth of Kentucky. The cognizant federal agency for all PHAs at that time was the United States Housing Authority which is now the U.S. Dept. of Housing and Urban Development (hereinafter "HUD"). The mission of the Housing Authority of Covington is to build better neighborhoods by providing diverse housing opportunities for individuals and families through innovative and professional services in partnership with the greater community. The Authority's properties are service-enriched communities providing an environment for residents to flourish.

The Housing Authority is governed by a Board of Commissioners, consisting of five members, appointed by the Mayor of the City of Covington with approval of the City Commission. The chief executive officer of the Authority, responsible for the organization's general operations, is the Executive Director. HAC must follow the laws, policies and regulations as set forth by the U.S. Federal Government, including the U.S. Department of Housing and Urban Development, and applicable State of Kentucky and local government regulations. HAC administers approximately 856 public housing units for families, single occupant households and senior citizens and administers approximately 1206 rental vouchers through the Housing Choice Voucher (Section 8) Program under an interlocal agreement with the City of Covington, a Consortium in the eyes of HUD. The Consortium maintains contractual agreements with HUD to manage and operate its low rent public housing program and administers the Housing Choice Voucher Program. HAC programs are mainly funded by rental income and HUD subsidies and grants. HAC's long term strategy is to expand beyond the current "footprint" of public housing by championing a progressive housing strategy for Covington to ultimately provide affordable workforce rental and homeownership opportunities for the surrounding community.

### **II. General Specifications**

HAC hereby requests proposals from qualified law firms with experience in providing legal services in connection with the Section 18 demolition and disposition application and associated processes. Respondents should have demonstrated experience with the disposal or demolition of a public housing development pursuant to Section 18 of the United States Housing Act of 1937 (the "Act") as well as the relocation of public housing tenants related thereto. The respondent should also have demonstrated experience with the interaction of housing authorities with HUD and with HUD's regulations and requirements relating to the disposal or demolition of public housing. Legal services will include advising on all aspects of the disposition/demolition of 366 public housing units and developing a replacement housing plan including but not limited to meeting with the local HUD office, HUD's SAC division, completion of the disposition application, coordination of disposition requirements and timelines, negotiating the sale of portions of the HAC's property, and advising the HAC regarding the same. The respondent should have experience with the development of replacement housing, cooperation with multi-jurisdictional agencies for housing services, public housing developments, including those related to public housing, mixed finance transactions, as well as mixed-income, and multi-family developments. The respondent should also have local experience and the demonstrated ability to foster cross-jurisdictional cooperation between agencies providing housing assistance and support, including but not limited to cities, counties, state government and other housing agencies. Offeror will also

be obligated to demonstrate its ability to either on its own or through the engagement or subcontract with third party consultants, assist with the Section 18 application process and engage with HUD to facilitate the prompt processing of all submissions thereto and to promptly resolve any difficulties with same. The law firm shall be engaged to provide advice and counsel in connection with the foregoing as well as such other needs as HAC may request from time to time.

It is HAC's intent to enter into an Indefinite Quantity Contract (IQC) with the successful respondent for provision of these services for a period of three (3) years with two additional "Board Approved" one (1) year extensions based on continued need and funds remaining. The services will be specified and undertaken on a Task Order basis during the term of the contract.

It is further understood that the contract term and/or termination will be defined in accordance with HUD regulations allowing for termination by convenience by either party; or potential Federal Appropriation Funding shortfalls.

### **III. Contract Specifications - General Structure of the IQC Award Format**

1. The requested services are to be performed in support of the HAC's mission, and in compliance with the requirements of HUD programs placed upon the HAC by HUD or other entities established by HAC.
2. All tasks shall be performed in a manner consistent with relevant federal, state, and local laws, the Code of Federal Regulations, and various HUD Handbooks and Notices, as appropriate.
3. HAC will issue Task Orders, based upon the operational requirements/needs in connection with the disposition or demolition of HAC properties ensuring compliance with HUD regulatory guidelines; or to meet such other needs as deemed appropriate by HAC.

### **Task Order Award Process**

The process for issuing a Task Order will be:

1. HAC will issue a Request for a possible Task Order to the IQC contractor (the "Contractor"). The Request will provide background on the perceived need, it will identify any applicable statutory or administrative requirements, it will indicate the desired services and/or products, it will provide guidance on the anticipated period of performance (including any binding deadline), and the anticipated level of effort. The Request may be indicative of, but not inclusive, regarding the need, scope, and/or level of effort. The Contractor will be expected to provide substantial assistance in responding to the task requirements.
2. The Contractor's Project Director will review the Request. Within the specified period for response (typically no more than fourteen (14) days), the Contractor will prepare a draft Task Order.
3. The draft Task Order will provide the following:
  - a. Task Leader and key staff
  - b. Work Plan and schedule
  - c. Budget and schedule of payments

4. HAC will review the draft Task Order and approve it intact, negotiate modifications, or reject it with a request for re-submittal. Depending on scope and cost of Task Order it may be necessary to attend HAC's monthly Board meeting for informational purposes. If HAC rejects a proposed Task Order, it can choose to pursue completion of the work by other means.

5. HAC will issue a binding Notice to Proceed. The work will begin within fourteen (14) days unless otherwise specified in the Task Order Plan.

6. All work products will be delivered in appropriate form, with a hard copy which is to be reproduced and with an electronic version (on an appropriately sized storage device) which is compatible with the system used by HAC.

#### **IV. Required Information for Submittal on IQC**

1. Information on the firm and its staff, providing sufficient information to assess the capability of the respondent to respond to the range of services indicated. A related element is the ability of the firm to understand the various institutional dynamics, including HUD oversight, HAC's relationships, and resident involvement concerns.

2. Each respondent shall include a narrative description of the firm's experience in performing services similar in scope as those being requested by HAC in this RFP. Include the names, addresses, and telephone numbers for references.

3. Each respondent shall submit a narrative description outlining their understanding of the statutory and regulatory framework within which the HAC must operate.

4. Each respondent shall also identify a public housing consultancy to assist in the application process to requesting HUD permission to demolish and/or dispose of HAC property which respondent shall engage and supervise as part of its services. Each respondent will submit relevant information concerning such third-party consultant(s) by submitting those forms and attachments listed in Section IX below relating to and completed by such consultant(s).

5. Information shall be included on the methodology and amount the respondent wants to charge for this service.

#### **V. Evaluation Criteria**

1. Experience of the respondent in connection with the disposition or demolition of public housing and legal issues related thereto as well as experience with the legal requirements of mixed finance transactions as well as other public and private funding mechanisms -- **30 points**

2. The respondents understanding of the federal, state and municipal statutory and regulatory framework governing HAC -- **25 points**

3. The respondent's local experience and demonstrated ability to work and solve problems within political and bureaucratic environments across multiple jurisdictions and governmental levels to facilitate solutions agreeable and beneficial to multiple parties -- **20 points**

4. The respondent's capacity to handle this project in a timely manner -- **15 points**

5. The methodology the respondent will utilize to handle this work -- **10 points**

In the event of a tie, the HAC will rate the overall quality of the statement of qualifications on a scale of one (1) to ten (10), with ten (10) being the highest possible score.

The respondent's proposed cost will be considered in addition to the above technical and experience factors in determining the most advantageous proposal. A final payment plan will be negotiated with the number one ranked firm. If an agreement cannot be reached, HAC will then proceed to negotiate with the number two ranked firm, and so forth.

A negotiated final contract will be executed immediately following HAC Board approval; at which point, the successful respondent must be prepared to deliver contracted services immediately.

## **VI. Special Conditions**

### **6.1 Standards of Conduct**

The successful Offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

### **6.2 Section 3 and Minority/Women Business Participation**

The firm awarded the contract agrees to use its best efforts to subcontract and employ Section 3 and minority business enterprises and/or women business enterprises, certified as such or recognized by HAC as such. HAC is an equal opportunity employer and requires all of its contractors to comply with policies and regulations concerning equal employment opportunity.

### **6.3 Insurance**

The successful Offeror shall provide HAC with evidence of all appropriate amount and applicable insurance coverage carried by the firm, including policy coverage periods. Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty (30) days prior written notice.

## **VII. Submission Requirements**

The RFP will be available at the Administrative Office of the Housing Authority of Covington located at 2300 Madison Avenue, Covington, KY 41014 and available on the HAC website [www.hacov.org](http://www.hacov.org). The RFP can also be obtained electronically by contacting Steve Arlinghaus, Executive Director, via electronic mail at [sarlinghaus@hacov.org](mailto:sarlinghaus@hacov.org). All addenda and responses to written questions will be published on the HAC website, forwarded to all electronic requesters and available in hard copy if requested. It is the respondents' responsibility to check the HAC website for addenda changes and written question responses.

All proposals must conform to requirements outlined herein. HAC reserves the option to require or to request additional information from selected candidates. There may be subsequent instructions issued to the selected candidates.

The successful Offeror will be expected to execute a standard professional service contract with HAC based on the proposal submitted and the requirements of this RFP and any future addenda thereto.

Any amendment or addenda may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFP. All amendments or addenda shall be binding in the same way as if originally written in this RFP.

The Offeror shall identify any conflicts of interest which may arise and shall describe how it proposes to avoid such conflicts. The contract will require the Offeror to notify HAC immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. HAC will reserve the right to make the Offeror aware of situations which may present a conflict of interest and require the Offeror to promptly remedy the situation to the satisfaction of HAC. Offerors shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the Offeror and no relief shall be given for errors or omissions by the Offeror.

An authorized representative of the Offeror must sign proposals. This RFP does not represent a commitment or offer by HAC to enter into contract, or other agreement with proposer. The proposal and any information made a part of the proposal will become a part of HAC's official files without any obligation on HAC's part to return it to the individual proposer. This RFP and the selected firm's proposal will, by reference, become a part of any formal agreement between the firm and HAC resulting from this solicitation. HAC reserves the right to waive any irregularities or formalities in any or all proposals. Failure to furnish all information requested may disqualify a proposer. The U.S. Department of HUD, the U.S. Government Accounting Office, the State of Kentucky, HAC, or any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm, which shall relate to the performance of the services provided.

The Offeror shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition. Violations of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

During proposal evaluation, HAC reserves the right to call for supplementary information from Offerors and to meet with all or any one of them to clarify points of uncertainty or ambiguity.

If selected, candidates may be requested to attend an interview to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal prior to being awarded the contract. Interviews and negotiations may be conducted with contractors who have a reasonable chance of being selected for award. After evaluation of the proposal revisions, if any, the contract will be awarded to the responsible firm whose qualifications, price and other factors considered are advantageous to HAC.

## **Reservation of Rights**

- HAC reserves the right to reject any or all proposals, to waive any informality in the RFP process at any time, with or without cause.
- HAC reserves the right to not award a contract pursuant to this RFP and issue subsequent RFP's if in the HAC's best interest.
- HAC reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience upon 10 days written notice to the successful respondent
- HAC reserves the right to require additional information from any respondent to assist in its evaluation. Unless a meeting is requested, the information shall be submitted in the form required by HAC within two (2) business days of written request or the proposal shall be deemed non-responsive.
- HAC reserves the right to negotiate any fees proposed by all respondents.
- HAC reserves the right at any time to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services, proposals, deemed non-responsive, respondents deemed not responsible, and conditional proposals.
- HAC reserves the right to contact any individuals, entities or organizations that have had a business relationship with the respondent.

## **VIII. Submission Instructions**

Prospective Offerors desiring any explanation or interpretation of the solicitation must request it by April 29, 2020. This will allow issuance of any necessary amendment to the RFP.

Any request for additional information must be requested in writing addressed to Steve Arlinghaus, at sarlinghaus@hacov.org

Any information given to a prospective Offeror about this solicitation will be furnished to all other prospective Offerors as a written amendment to the solicitation. All communication for this RFP shall be in writing. Any verbal communication concerning this RFP will be considered non-binding.

**All responses to the RFP must be enclosed in a sealed envelope and labeled as follows:**

**INDEFINITE QUANTITY CONTRACT  
FOR LEGAL SERVICES**

**The RFP response must be addressed to:  
Housing Authority of Covington  
2300 Madison Avenue  
Covington, KY 41014**

**All Proposals are due by 12:00 P.M. EST, Wednesday May 6, 2020. Any proposal received after this deadline will not be considered.**

Offers by telephone, facsimile, e-mail, and handwritten proposals will not be accepted by HAC.

**One (1) original and four (4) copies of the proposal must be submitted.**

**TIMETABLE**

1. RFP Available April 20, 2020.
2. Deadline for Written Questions April 29, 2020
3. Response to Written Questions Completed May 1, 2020
4. Submittals Due May 6, 2020 at 12:00 P.M. Eastern Standard Time
5. Selection of Shortlist Candidates, May 11, 2020
6. Interviews Completed May 15, 2020
7. Contract Negotiations Completed May 19, 2020
8. Contract to be Awarded May 20, 2020

**IX. Forms and Attachments**

Respondent on behalf of itself and any third party consultant/subcontractors shall submit the following Forms and HUD Certifications, which shall constitute a part of the RFP and any contract. All work will be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulations, ordinances, and statutes.

- Form HUD-2992: Certification Regarding Debarment and Suspension
- Form HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract
- Form HUD-5369-B: Instructions to Offerors Non-Construction (*Provided for informational purposes and does not need to be submitted with the proposal*)
- Form HUD-5370-C1 - General Conditions Non-Construction Contracts (*Provided for informational purposes and does not need to be submitted with the proposal*)
- Acknowledgement of Addenda/Amendments