

Port Arthur Housing Authority

REQUEST FOR PROPOSALS (RFP)
No. P22006



Legal Services (National/Local)

Table of Contents

[Table No. 1]

(1) Section	(2) Description	(3) Page
	Introduction	3
	RFP Information at a Glance	3
1.0	The Agency’s Reservation of Rights	4
2.0	Scope of Work/Technical Specifications	5
2.1	Special Award Conditions pertaining to this RFP	5
2.2	General Service Areas and Requirements	5
2.3	Previous/Current Contractors	7
3.0	Proposal Format	8
3.1	Tabbed Proposal Submittal	8
3.2	Entry of Proposed Fees	10
3.3	Additional Information Pertaining to the Pricing Items	11
3.4	Proposal Submission	16
3.5	Proposer's Responsibilities – Contact with the Agency	17
3.6	Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity	18
3.7	Pre-proposal Conference	20
3.8	Recap of Attachments	20
4.0	Proposal Evaluation	22
4.1	Objective/Subjective Evaluation Factors	22
4.2	Evaluation Method/Plan	23
5.0	Contract Award	26
5.1	Contract Award Procedure	26
5.2	Contract Conditions	26
5.3	Contract Period	27
5.4	Licensing and Insurance Requirements	27
5.5	Right to Negotiate Fees	28
5.6	Contract Services Standards	28
5.7	Prompt Return of Contract Documents	28
	Index of Tables	28

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

INTRODUCTION

The Housing Authority of the City of Port Arthur (hereinafter, “the Agency”) is a public entity that was formed in 1939 to provide federally subsidized housing and housing assistance to low-income families, within the City of Port Arthur, Texas. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Port Arthur, it is a separate entity from the City.

Currently, the Agency owns, manages and/or is in partnership for: 11 developments totaling 1,370 units of Mixed-Finance Housing; and administers a total of 3,000 Section 8 Housing Choice Vouchers. The Agency currently has approximately 37 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the Agency. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Herrington.)	Ms. Jaclyn Herrington, Procurement Officer Telephone: (409)984-2660 E-mail: jaclyn.herrington@pahousing.org TDD: (800)735-2989 (800-RELAY TX)
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-9266.
PRE-PROPOSAL CONFERENCE	NONE SCHEDULED
QUESTION SUBMITTAL DEADLINE	Monday, June 27, 2022, 3:00 PM CT
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	As instructed within Section 3.0 of the RFP document, submit 3 copies of your “hard copy” proposal to the Agency Administrative Office.
PROPOSAL SUBMITAL RETURN & DEADLINE	*Wednesday, July 6, 2022, 3:00 PM CT Agency Administrative Office 920 DeQueen Boulevard, Port Arthur, TX 77642 (The sealed “hard copy” documentation must be received in-hand and time-stamped by the Agency by no later than 3:00 PM CT on this date).

- 1.0 THE AGENCY’S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not award a contract pursuant to this RFP.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, “Contractor”) shall provide the services called for in this RFP.
 - 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 1.7 Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.9 Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, a.k.a., the “Marketplace”) and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

- 2.0 SCOPE OF WORK.** The Agency is seeking proposals from qualified, licensed, and insured entities to provide legal services, that shall include, but may not limited to, the following:
- 2.1 Special Award Conditions pertaining to this RFP.** The Agency reserves the right to, at any time during the ensuing contract period(s), complete award to different firms for the different services we require, especially for our local legal issues and then our HUD-related issues; it is also possible that the Agency may, at some point, choose to make award to different firms for different services such as, but not limited to, labor issues and tenant evictions. Please see the following Sections 2.2.9.2 and 3.3.1 herein for more information as to how such potential multiple awards will be accomplished.
- 2.2 General Service Areas and Requirements.** The Agency is seeking proposals from qualified, licensed, and insured entities to provide a wide range of legal services. These services are a necessary supplement to the daily operation of the Agency. The successful proposer shall be the legal advisor to the Agency Board of Commissioners (BOC) and the Agency Executive Director (ED), or designee, and services may include, but are not limited to, the following:
- 2.2.1** Attend BOC meetings when directed to do so by the Agency; prior review of BOC meeting agendas; compliance with the State of Texas Open Meeting Law; governance requirements contained in the relevant Code of Federal Regulations (CFR), Agency policies and procedures and By-laws and actions that will put the Agency at risk for liability exposure.
 - 2.2.2** Regulations pertaining to Federal, State, and local government, including housing, real estate, procurement, and contractual issues; Federal and State Landlord Tenant Law, including forcible entry and detainer actions.
 - 2.2.3** Civil rights and fair housing requirements, including claims involving violations of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA), and the Fair Housing Act.
 - 2.2.4** Employment issues, personnel rules; discrimination and wrongful termination claims; worker's compensation and compliance with OSHA requirements.
 - 2.2.5** The Agency shall retain the right to have the successful proposer provide services in any matter that the Agency believes the legal firm is qualified to provide and if, in the opinion of the ED, it is in the best interests of the Agency to do so.
 - 2.2.6** The successful proposer will only be providing work pertaining to legal issues commonly addressed by a legal counsel and the successful proposer will not be requested to provide any non-legal program work such as those commonly provided by professional services consulting firms.

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

- 2.2.7 General state law regarding local governments entities, including but not limited to the Texas Department of Housing and Community Affairs, Jefferson County, and the City of Port Arthur.
- 2.2.8 **Potential Service Areas.** As may be further detailed herein, the Agency may, on an as-needed basis, require the successful proposer to provide services pertaining to Agency-related matters within the following areas, each pertaining to applicable Federal, State, and local regulations, statutes, laws, and codes:
- 2.2.8.1 Human Resources and Labor Law;
 - 2.2.8.2 Accounting, Finance, and related audits;
 - 2.2.8.3 Operations, including Tenant/Landlord Law;
 - 2.2.8.4 Maintenance;
 - 2.2.8.5 Development and Modernization;
 - 2.2.8.6 Information Technology;
 - 2.2.8.7 Housing Programs;
 - 2.2.8.8 U.S. Department of Housing and Urban Development (HUD);
 - 2.2.8.9 Real Estate and Tax Credit;
 - 2.2.8.10 Tenant-related issues, including non-payment and evictions;
 - 2.2.8.11 Worker's Compensation claims;
 - 2.2.8.12 Procurement law (State; Federal; HUD), including reviewing various vendor contracts and edit, if necessary, prior to execution; and
 - 2.2.8.13 Any other matter the Agency needs services for, including advice (written and/or verbal) to the Board of Commissioners.
- 2.2.9 **Tenant Evictions (Forcible Detainer).** The chosen firm will assist the Agency in a variety of such matters as assigned by the Agency. Services by the firm for these services shall be charged to the Agency at the hourly rates proposed and awarded.
- 2.2.10 **Preceding Listed Services Not All-inclusive.** Please note that the preceding is not intended to be an all-inclusive listing of all the legal issues that the Agency may retain the successful proposer to provide but is intended to be a representative listing of issues that the Agency has previously required such services for.

2.2.10.1 Additional Legal Counsel. If the successful proposer does not have in-house a qualified person to provide any services required by the Agency, the successful proposer may retain another counsel who has such qualified person. Such retention must have the prior written approval of the Agency. Any billing/payment for such additional counsel will be at the same hourly rate listed within the contract (meaning, the successful proposer may not add-on an additional amount to the contracted hourly fee for retaining and overseeing such additional counsel). As the Agency will contract with the successful proposer only, all ensuing payments for any contracted matter will be made by the Agency to the successful proposer only.

2.2.10.2 Potential Multiple Awards. The Agency reserves the right to, at any time during the ensuing contract period(s), make an additional award to another firm that has responded to this RFP with a proposal submittal. Though the Agency reserves the right to make additional awards during the initial contract period (as detailed within the immediate-preceding sentence), the Agency anticipates that it will most likely (but not guaranteed) initially complete award to a firm(s) to provide services that are typically conducted local in the McComb area (i.e., attend Board meetings; address eviction issues; human resource issues; etc.).

2.2.10.3 Potential Additional Competitive Solicitations. The Agency reserves the right to, at any time during the ensuing contract period, and without penalty to the legal counsel retained as a result of this RFP, conduct additional competitive solicitations to retain additional legal counsel when, in the opinion of the ED, it is in the best interests of the Agency to do so. Accordingly, the legal counsel retained as a result of this RFP shall have the right to also respond to any such additional solicitation process, if conducted.

2.3 Previous/Current Contractor(s). Our current/most reason firms under contract for these services are:

2.3.1 The Taylor Law Firm, PC of Cedar Hill, Texas; and,

2.3.2 Baker Donelson of Jackson, Mississippi.

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

(1) RFP Section	(2) Tab No.	(3) Description
3.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENTS .
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the QUALITY of the TECHNICAL APPROACH and the SERVICES PROPOSED .
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s DEMONSTRATED TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the proposer’s demonstrated standards of professionalism and customer care, follow-through on jobs, reports, accuracy, and how the proposer proposes to respond when “things go wrong”).

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		The proposed quality assurance program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of submission of such reports (i.e., written; fax; Internet; etc.).
3.1.4.8		A complete description of the products and services the firms provides.
3.1.4.9		Proposed Engagement Letter. The proposer may submit hereunder a copy of his/her proposed Engagement Letter for the Agency's consideration. NOTE: Be aware that the Agency will not execute an Engagement Letter in lieu of executing the Sample Contract attached hereto at Attachment G (the Sample Contract <u>IS</u> the contract form that the Agency and the successful proposer will eventually execute); however, the Agency does recognize that the Engagement Letter can/may contain important contract performance information that can/may be in the best interests of the Agency to include as a part of the contract. Accordingly, the Agency reserves the right to include such Engagement Letter as an appendix to the contract after potential Agency-required revisions to the proposed Engagement Letter have been completed, especially revisions to clauses that may conflict with the Agency Sample Contract form.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients (at least 3), including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and email address;

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

3.1.6.4		A brief description and scope of the service(s) and the dates the services were provided.
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.10		No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
3.1.11		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

3.2 Entry of Proposed Fees.

3.2.1 *The proposed fees shall be submitted by the proposer and received by the Agency, where provided for within the eProcurement Marketplace only. Do not submit, enter, or refer to any fees or costs within the sealed 9-tab "hard copy" proposal submittal detailed within Section 3.0—any proposer that does so may (and most likely will), at the Agency's discretion, be rejected without further consideration.*

3.2.2 **Pricing Items.** Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Agency; etc.

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

[Table No. 4]

(1) RFP Section	(2) Pricing Item No.	(3) Qty	(4) U/M	(5) Description
3.2.1.1	Lot #1: National Representation (i.e., HUD- and/or Development-related issues)			
3.2.1.1.1	1	100	Hours	Partner (Per Hour), including clerical
3.2.1.1.2	2	100	Hours	Associate (Per Hour), including clerical
3.2.1.1.3	3	20	Hours	Paralegal (Per Hour), including clerical
3.2.1.2	Lot #2: Local Representation (General Legal Counsel, Board Representation, and Evictions)			
3.2.1.2.1	4	30	Hours	Partner (Per Hour), including clerical
3.2.1.2.2	5	180	Hours	Associate (Per Hour), including clerical
3.2.1.2.3	6	20	Hours	Paralegal (Per Hour), including clerical

3.3 Additional Information Pertaining to the Pricing Items.

3.3.1 Quantities. All quantities entered by the Agency herein (especially within the immediate-preceding Table No. 4) and within the corresponding Pricing Items within the eProcurement Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any quantity of services the Agency requires.

3.3.1.1 Exception to 3.3.1. Though the Agency anticipates that it will make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.3.1.2 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

3.3.1.3 **Pertaining to the “QTY” (Quantity) figures listed within the preceding Table No. 4 herein.** It is possible that the listed quantity figures could reflect our needs for one contract year or for all three contract years (we are unsure at this time).

3.3.2 **IMPORTANT NOTICE!!! Entry of Proposed Fees.** Except as provided for otherwise, proposers must submit, where provided for within the eProcurement Marketplace, a realistic cost for each Pricing Item detailed within the preceding Table No. 4 herein. The eProcurement Marketplace will automatically perform all required calculations. Any proposer that chooses to not enter a realistic cost for any or all the Pricing Items may be automatically deemed nonresponsive and his/her proposal will, in such case, NOT be considered. Accordingly, be sure to enter a proposed cost for each and every one of the Pricing Items listed to within the preceding Table No. 4 herein!

3.3.2.1 **Realistic Cost for each Pricing Item.** Each proposer is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful proposer enters \$1.00 per hour for any hourly fee Pricing Item (proposers typically do so in an effort to improve their position in regard to Evaluation Factor No. 1, as detailed within the following Table No. 6 herein), then the \$1.00 per hour is what the successful proposer will charge the Agency for any work that the Agency may retain the successful proposer to provide if the Agency deems such retention is in the Agency’s best interests to do so. Accordingly, it is the Agency’s opinion that it is very much in the best interests of the proposer to propose a realistic hourly fee for each Pricing Item. If, despite this warning, the successful proposer proposes an hourly fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful proposer will fulfill his/her obligation in this matter.

3.3.2.2 **Review the Entry of Proposed Fees.** After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The Agency strongly recommends that each proposer, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed fees correctly (the Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The

proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to assign the points pertaining to Evaluation Factor No. 1 detailed within the following Table No. 6 herein.

- 3.3.2.3 No Post-submittal Deadline Corrections Allowed.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for the Pricing Items identified within the preceding Table No. 4 herein.
- 3.3.2.4 No Negotiation of Proposed Fees after the Submittal Deadline.** The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 4 herein that the proposer chooses to submit a proposed cost for.
- 3.3.2.5 Determination of the Calculated Costs.** After a proposer has entered where provided for within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the Pricing Line Items shall be the Total Calculated Cost that the Agency will utilize to determine the points awarded for Evaluation Factor No. 1 detailed within the following Table No. 6 herein.
- 3.3.2.6 Pricing Items No. 1-3 (Lot #1) and No. 4-6 (Lot #2), Partner, Associate, and Paralegal.** Each proposer must submit a reasonable cost for each service level. For any proposer that does not currently have an Associate or Paralegal in their firm, such proposer still must enter a reasonable cost for those services (it would even be acceptable to enter where provided within the eProcurement Marketplace the same cost for each level of service—however, such is the proposer’s choice).
- 3.3.2.7 Determination of the Lowest Calculated Cost.** After a proposer has entered where provided within the Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all the line items shall be the Total Calculated Cost that the Agency will utilize to determine the points assigned for cost as identified for Evaluation Factor No. 1 within the following Table No. 6 herein.

3.3.2.8 Entry of Fees/Lots. A proposer may submit services as follows:

3.3.2.8.1 A proposer may submit costs (and services) for:

3.3.2.8.1.1 Just Lot #1 (as detailed within the preceding Table No. 4 herein); or,

3.3.2.8.1.2 Just Lot #2 (as detailed within the preceding Table No. 4a herein); or,

3.3.2.8.1.3 A proposer may submit costs (and services) for any combination of the noted Lots, including both lots.

3.3.2.8.2 If a proposer wishes to submit a cost for any Pricing Item within any Lot, he/she must propose a cost (and therefore services) for all Pricing Items within such Lot; meaning, a proposer shall not be allowed to “pick and choose” which Pricing Items (or services) listed within each Lot that the proposer may wish to respond to.

3.3.2.8.2.1 If a proposer does not want to submit any pricing within a Lot (and therefore does not want to propose any services for such Lot), then all the proposer needs to do is ignore that Lot (meaning, not submit any proposed pricing at all). If a proposer enters an unrealistic price such as “.01” for Pricing Items within a Lot, then the Agency will most likely revert to procedure detailed within the preceding Section 3.3.2.1 herein.

3.3.2.8.3 After a proposer has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items in each Lot, the eProcurement Marketplace will automatically multiply the proposed unit costs by the listed quantities.

3.3.2.9 Potential Reimbursable Expenses. Reimbursable expenses generally are not allowed under the ensuing contract except as listed immediately following:

- 3.3.2.9.1 Pre-approval by the Agency.** All reimbursable expenses as detailed herein must have the prior written approval of the Agency.
- 3.3.2.9.2 Government-set Fees.** Samples of expenses that the Agency anticipates that it will pre-approve include but are not limited to: filing fee; service fees; recording fees; court reporter's fee for depositions; etc.; such required fees set by a governmental agency will be reimbursed at cost, meaning, no adding on for profit, overhead, or "windshield time" to pay the fees. Such fees include, but may not be limited to: Alias Summons; Eviction Notices; and Sheriff Fees for evictions.
- 3.3.2.9.3 Travel.** It is possible that the Agency may require the successful proposer to travel outside of the Agency area to perform services. In such case, the Agency will reimburse the successful proposer for reasonable Agency pre-approved travel costs ("reasonable," meaning in accordance with the Agency's typical Travel Policy allowances). If the reimbursement is for travel by vehicle within the region, the reimbursement will be a mileage fee not-to-exceed the current set IRS mileage rate.
- 3.3.3 Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The successful proposer guarantees, by submitting a proposal, that he/she will hold all proposed costs for a period of 2 years. For the 3rd-year contract period, if the successful proposer chooses to not hold or guarantee the originally proposed costs, the Agency will not force the successful proposer to renew the contract at the original pricing but will conduct a new competitive solicitation process, which the successful proposer may respond to (unless otherwise barred by the Agency for default or poor performance or other similar cause); and the successful proposer may reject such extension by delivery to the Agency of a written notice delivered to the CO at least 120 days prior to the end of the contract period.
- 3.3.4 Prior Agency Approval Required.** Please note that the successful proposer shall NOT conduct any additional work without the prior written authorization of the Agency representative (via delivery of a Task Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Agency of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

3.3.5 No Deposit/No Retainer. The Agency will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that the Agency will pay the successful proposer(s) for actual hours worked only. Pertaining to Pricing Item No. 6, the Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the “15-minute” standard.

3.3.6 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime, if ordered (and approved) by the Agency, shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM - 5:00 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates herein for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:

3.3.6.1 The Agency shall NOT be responsible to pay the successful proposer for any work that the successful proposer CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency

3.4 Proposal Submission. All pricing must be entered where provided within the Marketplace and all “hard-copy” proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Port Arthur Housing Authority
Attention: Jaclyn Herrington, Procurement Officer
920 DeQueen Blvd., Port Arthur, TX 77642**

3.4.1 Labeling Proposal Package. The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

3.4.2 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the

documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.4.3 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFP document, the documents listed within the following Section 3.8 herein, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the ED to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

3.5 Proposer's Responsibilities – Contact with the Agency. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the ED only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

3.5.1 Addenda. All questions and requests for information must be addressed in writing to the ED. The ED will respond to all such inquiries in writing by addendum to all prospective proposers (i.e., firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the ED will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the Agency and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the ED—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the ED

may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the ED may more fairly respond to all prospective proposers in writing by addendum.

3.6 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

3.6.2.2 Section 15.5.B, Goals. [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our **Agency Procurement Policy** it states that our Agency will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.6.3.1.2 Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

3.6.3.1.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 **Requirements.** Accordingly, please see Section 3.1.7 within Table No. 4 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

3.7 **Pre-proposal Conference.** There is not a pre-proposal conference scheduled as a part of this RFP.

3.8 **Recap of Attachments.** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

(1) RFP Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Form of Proposal
3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Explanation
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	<i>Supplemental Instructions to Proposers & Contractors (SIPC)</i>
3.8.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1, form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section 1 (With or without Maintenance Work)</i>

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 3: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.9	9.0	H	<i>Overview of Agency Developments</i>

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

4.0 PROPOSAL EVALUATION.

4.1 Objective/Subjective Evaluation Factors. The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 6]

(1) Factor No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
1	20 points	Objective	The PROPOSED COSTS submitted by the proposer.
2	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the HOUSING AGENCY'S REQUIREMENT .
3	10 points	Subjective (Technical)	The QUALITY of the TECHNICAL APPROACH and the SERVICES PROPOSED .
4	20 points	Subjective (Technical)	The proposer's DEMONSTRATED TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the proposer's demonstrated standards of professionalism and customer care, follow-through on jobs, reports, accuracy, and how the proposer proposes to respond when "things go wrong").
5	30 points	Subjective (Technical)	The proposer's DEMONSTRATED RELEVANT EXPERIENCE in performing similar work and SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	10 points	Subjective (Technical)	The OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points		Total Points
<p>*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.</p>			

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

- 4.2 Evaluation Method.** The eventual award will occur based on the following detailed brief procedures.
- 4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e., meets the minimum of the requirements). NOTE: Please reference Section 3.1 herein.
- 4.2.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, typically including the following documents:
- 4.2.2.1** Instructions to Evaluators;
 - 4.2.2.2** Proposal Tabulation Form;
 - 4.2.2.3** Written Narrative Form for each proposer;
 - 4.2.2.4** Recap of each proposer’s responsiveness;
 - 4.2.2.5** Copy of all pertinent RFP documents.
- 4.2.3 Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.4 of this document, the designated CO is the only person at the Agency that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factor No. 1 (the “Objective” Factor). The appointed evaluation committee, independent of the CO or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2 through No. 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

4.2.4.1 Points Awarded Range. Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 7]

Classification*	Points Awarded Range					
	Rating	%	10	20	30	100**
Acceptable	Excellent	95%/+	10	19-20	29-30	95-100
Acceptable	Very Good	90%/+	9	18	27-28	90-94
Potentially Acceptable	Good	80%/+	8	16-17	24-26	80-89
Potentially Acceptable	Average	70%/+	7	14-15	21-23	70-79
Unacceptable	Poor	<70%	0-6	0-13	0-20	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.						
**Total available points to be awarded, including cost points, minus preference points.						

4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations. The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Agency in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

4.2.6 Determination of Top-ranked Proposer. Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the ED to determine the final rankings. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the Agency's option, be conducted prior to or after the BOC approval.

4.2.6.1 Minimum Evaluation Results. To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

4.2.6.2 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

- 4.2.7 **Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:
- 4.2.7.1 Which proposer received the award;
 - 4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;
 - 4.2.7.3 The cost or financial offers received from each proposer;
 - 4.2.7.4 Each proposer's right to a debriefing and to protest.
- 4.2.8 **Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Agency, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1 through G-3, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFP:

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through **G-3** each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective proposer to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Mandatory HUD Forms. Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.2 Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.2.3 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency’s discretion, of 2 additional one-year option periods, for a maximum total of 3 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
 - 5.4.3 Professional Liability Insurance.** An original certificate showing the proposer’s professional liability and/or “errors and omissions” coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (i.e., “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000);
 - 5.4.4 Automobile Insurance.** An original certificate showing the proposer’s automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.4.5 City/County/State Business License.** If applicable, a copy of the proposer’s business license allowing that entity to provide such services within the City of Port Arthur, Jefferson County, and/or the State of Texas.

REQUEST FOR PROPOSALS (RFP) No. P22006, Legal Services (National/Local)

- 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).
- 5.5 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Agency’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated proposer. Pertaining to these negotiations, please see the preceding Section No. 4.2.5 herein.
- 5.6 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.7 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Agency within 10 workdays of notification by the Agency.

Index of Tables

[Table No. 8]

Table	Description	Page
1	Table of Contents	2
2	RFP Information at a Glance	3
3	Tabbed Proposal Submittal	8
4	Pricing Items	11
5	Recap of Attachments	20
6	Objective/Subjective Evaluation Factors	22
7	Points Awarded Range	24
8	Index of Tables	28