

HOUSING AUTHORITY OF JEFFERSON PARISH

REQUEST FOR PROPOSALS

FOR

ON-CALL REAL PROPERTY LEGAL SERVICES

RFP NUMBER: 21-004

SUBMISSION DATE: MONDAY, DECEMBER 20, 2021

2:00 P.M. CST

Issue Date: Wednesday, November 24, 2021

Prepared By:

**Housing Authority of Jefferson Parish
1718 Betty Street
Marrero, LA 70072**

**Teri Rouzan
Interim Executive Director**

**HOUSING AUTHORITY OF JEFFERSON PARISH
REQUEST FOR PROPOSALS
FOR
ON-CALL REAL PROPERTY LEGAL SERVICES
RFP #21-004**

The Housing Authority of Jefferson Parish (HAJP) intends to enter into an agreement with a qualified individual or firm to provide On-Call Real Property Legal Services on behalf of HAJP at fixed hourly fees.

The Housing Authority of Jefferson Parish (HAJP) is a political subdivision established pursuant to the laws of the State of Louisiana (R.S. 40:391). The housing authority administers Federal Housing Programs to provide safe, decent, and affordable housing to low-income residents of Jefferson Parish.

HAJP is seeking legal services for the sale, transfer, or disposition of various parcels of land. The individual or firm awarded a contract in response to this solicitation shall provide legal services in the area of real property, which includes but may not be limited to title searches, preparation, and/or analysis of documents to affect the disposal of HAJP owned property, pursuant to the U.S. Department of Housing and Urban Development, state and local laws and regulations.

Offerors must submit proposals that demonstrate their knowledge and experience with the disposition of real property for a public entity, pursuant to Federal, state, and local laws.

Sealed responses to this solicitation will be received by the Housing Authority of Jefferson Parish (HAJP) until **2:00 p.m., CST, on Monday, December 20, 2021.**

Deliver three (3) complete sets (one original clearly marked or stamped "original", and two (2) copies) of the required submittals, in a sealed envelope or box clearly marked with the words "RFP Documents", to the following address:

**Housing Authority of Jefferson Parish
Attn: Audrey Plessy
Deputy Director
1718 Betty Street
Marrero, Louisiana 70072**

Place the following information on the upper, left-hand corner of the outside of the envelope or box:

**Company Name
Company Address
RFP Name and Number
Date and Time proposals are due**

Single copies of the RFP may be downloaded from the HAJP website at www.hajp.org.

All responses are subject to the instructions, terms and conditions, and other requirements contained in the Request for Proposals.

HAJP reserves the right to accept other than the lowest offer, waive informalities and minor irregularities, or reject any or all proposals if it is the best interest of the Authority to do so.

**Teri Rouzan
Interim Executive Director**

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INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents serves as a guide to assist Offerors with the submission of responsive proposals. The index contains a listing of all required submittal documents.

Review the list and submit all documents marked as a Required Submittal. Documents marked Signature Required must be executed in the manner as indicated. The documents marked with Notary/Corporate Seal Required must be affixed with a corporate seal or be notarized.

INDEX OF SUBMITTAL DOCUMENTS			
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY / CORPORATE SEAL REQUIRED
HUD Form 5369-C, Certifications and Representations of Offerors (Non-Construction Contracts)	√	√	
Non-Collusive Affidavit	√	√	√
Contractor's Summary	√	√	√
Certification of Contractor Non-Exclusion	√	√	
Employee Verification Affidavit (Employer)	√	√	√
Acknowledgment of Addenda (if any)	√	√	
Fee Proposal	√	√	

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Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



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4. Preparation of Offers

- a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- c) Offers for services other than those specified will not be considered.

5. Submission of Offers

- a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

6. Amendments to Solicitations

- a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b) Offerors shall acknowledge receipt of any amendments to this solicitation by
 - (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

7. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

8. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

9. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

1. **Submission of Proposal**

Deliver three (3) complete sets (one original clearly marked or stamped "original", and two (2) copies) of the required submittals, in a sealed envelope or box clearly marked with the words "RFP Documents", to the following address:

**Housing Authority of Jefferson Parish
Attn: Audrey Plessy, Deputy Director
1718 Betty Street
Marrero, Louisiana 70072**

2. **Interpretations/Questions**

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective Offeror. Requests for interpretation must be made, in writing, at least seven (7) days before the submission due date and time to:

**Housing Authority of Jefferson Parish
Attn: Audrey Plessy, Deputy Director
1718 Betty Street
Marrero, Louisiana 70072**

Questions may be submitted via e-mail to aplessy@hajp.org.

3. **Addendum and Update Procedures for the RFP**

During the advertisement period for this RFP, HAJP may wish to amend, add, or delete information. If so, HAJP will issue an addendum to the RFP, setting forth the nature of the modification(s). Addenda will be emailed to the individuals or firms on the source list and posted on the HAJP website. Hard copies may be faxed or mailed upon request.

4. **Proposals**

Proposals must be bound, submitted on 8½ x 11-inch paper and each section numbered. If using 8½ x 14-inch paper for inserts, fold the paper down to 8½ x 11-inches. Copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the proposal as documents are duplicated and distributed internally for review and evaluation by the Evaluation Committee. The proposal shall be organized and assembled according to the requirements outlined in **Part III - Submission Requirements**. The proposal cover page shall bear the RFP name and number, submission date and time, Offeror's name, address, email address, and phone number.

5. **Submittal Forms**

All documents listed on the Index of Submittal Documents and those listed in **Appendix B** are required and must be in the proposal. Documents checked "Signature Required" must be executed in the manner as indicated. The documents marked with "Notary/Corporate Seal Required" must be affixed with a corporate seal or be notarized.

6. Acceptance of Proposals

Proposals must be signed, sealed, and received at the specified address in completed form, no later than the proposal submission date and time. Proposals submitted to the Housing Authority (HA) after the designated date and time **will not** be accepted for any reason and will be returned unopened to the Offeror. The HAJP reserves the right to accept or reject any or all submissions, take exception to the Scope of Services, or waive any formalities. Offerors may be omitted from future consideration for failure to comply with the Scope of Services of this RFP.

HAJP reserves the right to reject a proposal from any Offeror who previously failed to execute or complete the work in a timely manner, for work performed under a contract of similar nature, or who is not financially able to perform work under this contract, or who habitually and without just cause neglected payments, or otherwise disregarded obligations to its subcontractors, suppliers, or employees, or who misrepresents responses to this request in their proposal, or engages in unauthorized contact with HAJP Staff, its Board Commissioners, Evaluation Committee Members, Residents, or Consultants.

7. Time for Reviewing Proposals

Proposals received by the HA before the due date and time **will** be securely kept, unopened. After the closing date, all proposals received are opened and evaluated in confidence. Proposals are not opened publicly. The Contracting Officer's authorized designee will decide the time to open and review proposals. Once submitted, the proposal becomes the property of the HAJP.

8. Withdrawal of Proposals

Proposals may be withdrawn from this RFP upon submission of a written request to the HA from the Offeror. A withdrawal request must be received during regular business hours prior to the due date and date and time. Withdrawal requests that are mailed must be postmarked prior to the due date and time. Negligence on the part of the Offeror in the preparation of proposals confers no right of withdrawal or modification after the due date and time.

9. Selection of Offerors

Offerors will be selected for an award based on the criteria outlined in Part IV - Procurement Process if it is in the best interest of the HA (HAJP). Upon a determination of contract award, the HA will notify Offerors at the earliest practical date. Contract awards are subject to approval from the Housing Authority of Jefferson Parish Board of Commissioners and/or the U.S. Department of Housing and Urban Development. Individuals, companies, and firms listed on the System for Award Management (SAM) Excluded Parties List as ineligible to receive awards will not be considered for contract awards.

10. Protest of Award

A written protest of an award of a contract or purchase order must be submitted to the HAJP Executive Director within three (3) business days after a notice of a contract award has been issued.

Written protests will only be considered for the procurement of services when the cost of the goods or services exceeds the lowest of the applicable federal, state, or local small purchase threshold, also known as the "formal method of procurement".

The HAJP shall issue a written decision to a properly filed protest within fifteen (15) business days of receipt.

11. Certification of Legal Entity

Prior to the execution of a contract the individual, company, or firm must certify joint ventures, partnerships, team agreements, new corporations, or other existing entities will be formally structured or legal and binding under Louisiana State Law.

12. Louisiana Secretary of State

Prior to the execution of a contract agreement, an individual, company or firm must be registered to do business in the State of Louisiana and must be active and in good standing. To register with the Louisiana Secretary of State, go to www.sos.la.gov.

13. Costs Borne by Offeror

All costs associated with the preparation of proposals in response to this RFP and any other related fees are the sole responsibility of the Offeror. HAJP assumes no liability for any costs incurred by the Offeror throughout the entire selection process.

14. Best Available Data

All information contained in this RFP is the best data available to HAJP at that time. The information presented in this RFP is to assist Offerors with preparing a response and is not intended to be of binding and legal effect. HAJP assumes no liability for errors or omissions from this RFP.

15. Contact with HAJP Staff, Board of Commissioners, Evaluation Committee, Residents, and Consultants

Offerors may not make direct contact with HAJP Staff, its Board Members, Evaluation Committee Members, Residents, or Consultants. All communications regarding the RFP shall be in writing as provided in HUD Form 5369-B, Instructions to Offerors for Non-Construction, Paragraph 4, and these Supplemental Instructions to Offerors.

16. Offeror Responsibilities

The HAJP presumes each Offeror has thoroughly studied this RFP, is familiar with the Scope of Services and all other information contained herein. Failure to do so may be at the Offeror's own risk.

17. Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the Housing Authority of Jefferson Parish (HAJP) shall remain confidential until after final approval and award of a contract by HAJP's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD).

HAJP's policy regarding public access to information is in strict accordance with the laws and guidelines outlined in its Procurement Policy, Section 1.6 - Public Access to Procurement

Information, HUD Procurement Handbook for Public Housing Agencies, Section 1.6 - Public Access to Procurement Information, and Section 7.2 (J) Confidentiality. Furthermore, according to Louisiana Revised Statute 40:526(8), HAJP shall not disclose information submitted in confidence in response to this RFP, not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

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**HOUSING AUTHORITY OF JEFFERSON PARISH
REQUEST FOR PROPOSALS
FOR
ON-CALL REAL PROPERTY LEGAL SERVICES
RFP #21-004**

PART I - INTRODUCTION

The Housing Authority of Jefferson Parish (HAJP) intends to enter into a contract agreement with a qualified individual or firm to provide On-Call Real Property Legal Services on behalf of HAJP at fixed hourly fees.

The Housing Authority of Jefferson Parish (HAJP) is a political subdivision established pursuant to the laws of the State of Louisiana (R.S. 40:391). The housing authority administers Federal Housing Programs to provide safe, decent, and affordable housing to low-income residents of Jefferson Parish.

HAJP is seeking legal services for the sale, transfer, or disposition of various parcels of land. The individual or firm awarded a contract in response to this solicitation shall provide legal services in the area of real property, which includes but may not be limited to title searches, preparation, and/or analysis of documents to affect the disposal of HAJP owned property, pursuant to the U.S. Department of Housing and Urban Development, state and local laws and regulations.

The above description is illustrative. Additional responsibilities related to HAJP's legal needs may be required.

The successful respondent will work under the direction of the Interim Executive Director and must be a member in good standing of the Louisiana Bar Association and maintain Professional Liability Insurance.

It is anticipated that successful negotiations will lead to the execution of a requirements-type contract whereby specific services will be provided on call at fixed hourly rates.

The contract will be subject to the terms and conditions provided in HUD Form 5370-C, Section 1, General Contract Conditions Non-Construction, and Supplemental Conditions contained in **Appendix A**.

PART II - SCOPE OF SERVICES

The successful respondent shall perform and carry out in a satisfactory and proper manner, all legal work in connection with the disposition of real property, including the examination and preparation of titles and other documents in accordance with Federal and local regulations. Legal services shall be provided regarding the disposition, sale, or transfer of HAJP owned parcels of land in accordance with the U.S. Department of Housing and Urban Development, state and local laws, and regulations. The provision of legal services shall include, but not be limited to, the following:

1. Disposition, sale, or transfer of real property.
2. Review titles, mortgages, issues, or other related documents for disposition, sale, or transfer of real property.
3. Conduct research, prepare title transfers, and properly execute all related documents related to the provision of services.

4. Provide assistance and guidance to the Interim Executive Director and designated staff regarding contracts, contract provisions, and negotiations of such contracts and other related documents.
5. Other legal services as required and/or directed by HAJP.

PART III - SUBMISSION REQUIREMENTS

Listed below are the sections that must be included in your proposal. Each section must be clearly labeled using the bold-faced titles and shall be assembled as described below. The proposal must be bound, and each section labeled.

Proposals must be organized and indexed using the subheadings as follows:

3.1 Submission of Proposals and Table of Contents

Submission of Proposals

Deliver three (3) complete sets (one original clearly marked or stamped "original", and two (2) copies) of the required submittals, in a sealed envelope or box clearly marked with the words "RFP Documents", to the following address:

**Housing Authority of Jefferson Parish
Attn: Audrey Plessy, Deputy Director
1718 Betty Street
Marrero, Louisiana 70072**

Table of Contents

Include a table of contents that outlines the order of the submission requirements, which must be tabbed and assembled in accordance with the instructions outlined above.

3.2 Knowledge and Experience

Offerors shall provide a narrative that describes their knowledge of the proposed services and include a detailed description of your experience providing real property legal services as identified in the scope of services.

Specifically, provide detailed information regarding your knowledge and experience with the disposition of publicly owned land via a sale or transfer, and all legal work performed in connection with the disposition of real property in accordance with Federal, state, and local regulations.

3.3 Staffing and Attorney Qualifications

Provide an organizational chart that illustrates the overall staffing approach for completing the requested services.

Provide resumes of each staff attorney to be assigned work under this contract. Resumes shall include the qualifications, experience, licenses, and certifications.

3.4 Research Methods

Describe your capacity to perform the legal research necessary to successfully perform and complete the services under this contract. Your description may include new approaches and technology to be used to conduct title research.

3.5 Experience Representing Government Agencies

Provide detailed information regarding your representing legal matters on behalf of any government agency, if applicable.

3.6 References

Provide the name, address, phone number, and email addresses of three (3) references that have previously contracted your services.

3.7 Fee Proposal

Include a fee proposal and a schedule that identifies a reasonable hourly rate for legal services provided under a contract as described in this RFP. Include a schedule/structure of hourly rates for partners, associates, paralegals, couriers, etc. The schedule shall also include all professional services and administrative costs. Actual out-of-pocket costs such as travel, long-distance services, printing expenses, and other similar costs may be reimbursed in accordance with the Supplemental Conditions contained in this RFP.

The proposal shall include a fee schedule containing the hourly rates of all staff that may be assigned work under the contract resulting from this RFP, as follows:

<u>Attorney Name</u>	<u>Number of Years' Experience/Classification</u>	<u>Hourly Rate</u>	
Ex.	John Doe	2 yrs./Associate	\$00.00
	John Smith	1 yr./Paralegal	\$00.00

In addition, provide a time increment for billing purposes (e.g., one-fourth, one-sixth of an hour).

Ability to provide legal services involving housing development and management; financing involving advance, permanent and temporary notes; litigation, real property laws, and codes; human services arbitrations, and federal subsidy program.

3.8 Disclosure Statement

1. Provide complete disclosure of any public office(s) ever held by you or a member of your firm. Include details of the office held, whether elected or appointed and the length and dates of service.
2. Provide complete disclosure of any convictions for violations of federal, state, county, and/or municipal laws, regulations, and/or ordinances by you or your firm. Do not include traffic violations except those concerning driving while under the influence.
3. Provide complete disclosure of any disciplinary action(s) taken against you or your firm for breach of ethics and/or unprofessional conduct.
4. Provide complete disclosure of any current or previous legal actions filed by a client against you or your firm.
5. Provide complete disclosure of any legal actions where you or a member of your firm has represented clients in a matter against HAJP.

3.9 Required Certifications

The following documents, which are contained in **Appendix B**, must be included in the proposal, and must be properly executed and/or notarized:

1. Contractor's Summary
2. HUD-5369-C, Certifications, and Representations of Offerors (Non-Construction)
3. Non-Collusive Affidavit
4. Certification of Contractor Non-Exclusion
5. E-Verify Affidavit
6. Section 3 Training Action Plan
7. Acknowledgment of Addenda

PART IV - PROCUREMENT PROCESS

4.1 Proposal Evaluation/Contract Award

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (shortlist), from which final selection for contract award will be made. Stage II of the evaluation process will be reserved for the individuals included in the competitive range only. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. Scoring will be based on predetermined Evaluation Criteria contained in the solicitation. The available points associated with each area of consideration are shown. The results of the evaluation will be used to determine those respondents to be included in the competitive range.

The competitive range shall include those respondents who are determined through the evaluation process and due diligence review (verification of contractor responsibility) to be the most qualified. These respondents may be requested to provide additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by HAJP will result in exclusion from the competitive range.

Stage II of the evaluation process may entail presentations/interviews with the respondents in the competitive range. Respondents not included in the competitive range will not proceed to Stage II of the evaluation process. The purpose of the presentations/interviews is to provide the Evaluation Committee with an opportunity to clarify information in the written proposal. Stage II Evaluations will be conducted upon completion of the presentations/interviews in accordance with the same procedures and criteria as outlined above for Stage I Evaluations.

HAJP reserves the right to make no award or decline to enter into negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period, or if the total points received after evaluations is unacceptable, as determined by HAJP. Further, HAJP reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest-ranked respondent from Stage I of the evaluation process. If an agreement cannot be negotiated with an individual or firm, HAJP will terminate negotiations and the procedure will continue until a contract has been negotiated, if possible. All contracts and subsequent contract awards to the selected respondent are subject to HUD funding availability and final approval of the Housing Authority of Jefferson Parish Board Commissioners, and/or the U.S. Department of Housing and Urban Development.

4.2 Evaluation Criteria

Evaluation Criteria

Submission of Proposal and Table of Contents	5 Points
Knowledge and Experience	40 Points
Staffing and Attorney Qualifications	40 Points
Research Methods	5 Points
Experience with Government Entities Employment	10 Points
Total Possible Points	100 Points

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APPENDIX A

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) greater than \$150,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding 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.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a 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 positions; 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 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) 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
- (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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

**HOUSING AUTHORITY OF JEFFERSON PARISH
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SUPPLEMENTAL CONDITIONS

The following supplements modify "HUD Form 5370-C Section I, General Contract Conditions – Non-Construction":

CONTRACT TYPE

It is anticipated that the contract resulting from this RFP will be an indefinite quantity type contract for the provision of real property legal services. Legal services will be requested as needed on an on-call basis, with no minimum guarantee of assignment. HAJP reserves the right to assign work under this contract, in accordance with its needs.

Legal services shall be paid at fixed hourly rates, in accordance with the Offerors Fee Proposal, pending HUD Funding.

TASK ORDERS

Work shall be assigned through the issuance of task orders. The estimated cost shall be based on the contracted fee schedule. Task orders issued shall serve as the Notice to Proceed. All task orders placed prior to, but not completed by the expiration of the contract must be completed in accordance with the provisions of the contract still in force.

TERM OF CONTRACT/OPTION PERIODS

This contract shall be for an initial period of one (1) year, with an option to extend for two (2) additional one-year periods. The option shall only be exercised if the awarded contractor has satisfactorily performed under the contract. The contract extensions will not be automatic and must be approved by HAJP. HAJP reserves the right to negotiate fees prior to the execution of a contract extension.

REIMBURSABLE EXPENSES

If applicable, reimbursable expenses will be paid in addition to the hourly rates paid for services and are for actual expenses incurred by the contractor in connection with the provision of services. All reimbursable expenses must be authorized and approved by the HAJP prior to incurring the costs.

Reimbursable expenses for travel and lodging shall be paid in accordance with the current U.S. General Services Administration (GSA) Schedule of Rates, as necessary and approved by HAJP. Refer to www.gsa.gov.

OVERTIME HOURS

HAJP will not pay special rates for overtime hours or holiday hours worked.

INVOICING/PAYMENTS

Invoices shall be submitted monthly to the Housing Authority of Jefferson Parish. The invoice shall provide an invoice number, service date, purchase order number, a description of services provided, and the name/title of employee(s) who rendered the services. Invoices shall be submitted on the contractor's own invoice.

SECTION 3

Section 3 of the Housing and Urban Development Act of 1968 requires the Housing Authority of Jefferson Parish to direct a portion of its spending toward low-income persons living in the communities it serves. One way the Housing Authority (HAJP) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Jefferson Parish. See Attachment 6, "Section 3 Business Information Packet", for a detailed explanation of the Section 3 requirements.

INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the Housing Authority harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

WORKERS' COMPENSATION

If the Offeror has employees as defined by the State of Louisiana, the Offeror shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of Louisiana. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the Housing Authority.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Offeror's performance or its obligations hereunder. Policy shall name the Housing Authority of Jefferson Parish, its Board of Commissioners, employees and its agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

VEHICLE LIABILITY

If Offeror's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Offeror shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Housing Authority of Jefferson Parish its Board of Commissioners, employees and its agents or representatives as Additional Insureds.

PROFESSIONAL LIABILITY INSURANCE

Offeror shall maintain Professional Liability Insurance providing coverage for the Offeror's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If Offeror's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the Agreement and Offeror shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Offeror has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

GENERAL INSURANCE PROVISIONS – ALL LINES

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of Louisiana and have an AM BEST rating of not less than A, unless the HAJP waives such requirement for a particular insurer and such waiver is only valid for that specific insurer and only for one policy term.

The Offeror's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed **\$500,000** per occurrence, such deductibles and/or retentions shall have the prior written consent of the Housing Authority before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to the Housing Authority, Offeror's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the Housing Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

Offeror shall cause Offeror's insurance carrier(s) to furnish the Housing Authority with either 1) a properly executed original Certificate(s) or Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the Executive Director, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Housing Authority prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Housing Authority receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

TERMINATION FOR CONVENIENCE AND DEFAULT

(a) HAJP may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). HAJP shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to HAJP all information, reports, papers, and other materials accumulated or generated in

performing this contract, whether completed or in process. (b) If the termination is for the convenience of HAJP, HAJP shall be liable only for payment for services rendered before the effective date of the termination. (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), HAJP may (i) require the Contractor to deliver to it, in the manner and to the extent directed by HAJP, any Work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with these changes; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by HAJP; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to HAJP by the Contractor. (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of HAJP, and the HAJP shall be entitled to payment as described in paragraph (b) above. (e) Any disputes with regard to this clause are expressly made subject to the terms of the clause titled Disputes.

ORGANIZATIONAL CONFLICTS OF INTEREST

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Contractor's organizational, financial, contractual or other interests are such that: (i) Award of the Contract may result in an unfair competitive advantage; or (ii) The Contractor's objectivity in performing the Contract Work may be impaired. (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the Contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA. (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the Contract for default. (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the Work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

INDEMNIFICATION

The successful Offeror will be required to protect, defend, indemnify, keep, save, and hold HAJP, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Offeror, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Offeror will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

HAJP will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Offeror of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that contract.

RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS

Assessment materials generated as a result of performing the Scope of Services contained in this Contract shall be confidential and proprietary and shall be for the exclusive use and ownership of The Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HAJP and/or HAJP's portfolio of properties. Such materials shall not be shared, signed, sold, or disclosed to parties other than those named on the Contract without the express written permission of the Housing Authority of Jefferson Parish Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

ETHICS POLICY

The selected Offeror shall abide by the applicable provisions of the Housing Authority of Jefferson Parish's Ethics Policy and State of Louisiana Ethics Code.

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

The successful Offeror shall possess the required State and Local licenses and certifications required to perform work required by this contract in the Parish of Jefferson and State of Louisiana. In addition, the Offeror shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services.

CONTRACTUAL OBLIGATIONS

If the proposed services include the use of products or services of another company, such services shall be disclosed and HAJP will hold the selected Offeror responsible for the proposed services.

THIRD-PARTY CLAIMS

HAJP shall be held harmless from any third-party legal claims involving the use by HAJP of any software product or technique provided by the selected Offeror.

CERTIFICATION OF LEGAL ENTITY

Prior to the execution of a contract, the Offeror shall certify that joint ventures, partnerships, team agreements, new corporations, or other entities that either exist or will be formally structured will be legal and binding under Louisiana law.

CERTIFICATIONS

In submitting the proposal, the Offeror is indicating a willingness to comply with all terms and conditions of the RFP, including but not limited to those set forth in HUD Form 5370-C, General Conditions for Non-Construction Contracts, Section II, and these Supplemental Conditions.

PERSONNEL

In submitting their proposals, Offerors are representing that the persons described in their proposal shall be available to perform the services described for the duration of the contract period, barring illness, accident, or other unforeseeable events of a similar nature in which cases the Offeror must be able to provide a qualified replacement. Such representation shall be valid for a minimum of 120 calendar days after the proposal due date and time. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Offeror under its sole direction, and not employees or agents of HAJP.

OFFEROR STATUS

The successful Offeror will be held to be an independent consultant and will not be an employee of HAJP.

ASSIGNMENT

The successful Offeror shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this RFP, or any of its rights, title or interest therein, or its power to execute such Contract to any person, company, or corporation without prior written consent and approval of HAJP.

ADVERTISING

In submitting a proposal, the successful Offeror agrees not to use the results from it as a part of any commercial advertising. HAJP does not permit law firms to advertise or promote the fact of their relationship with HAJP unless specifically authorized by the Interim Executive Director.

MEDIA RELATIONS

The Offeror shall not make public comments on HAJP matters without express written approval from the HAJP Interim Director.

END OF SECTION

**HOUSING AUTHORITY OF JEFFERSON PARISH
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LEGAL SERVICES CONTRACT PROTOCOL

The Department of Housing and Urban Development urges the inclusion of the following provisions into all legal services contracts executed and/or administered by Public Housing Agencies unless no federally provided funds will be used to administer the contract.

ADDENDUM TO ENGAGEMENT AGREEMENT

1. **The Housing Authority of Jefferson Parish (PHA) engages** _____ (individual or legal firm (LSP)) to provide professional legal services to the PHA in connection with on-call real property legal services to be provided by _____ (LSP) agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into the PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. The LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers, and records in accordance with 2CFR § 200.337 Access to records, and HUD Procurement Handbook 7460.8, Rev 2 Chapter 3.3 Documentation.
4. PHA and the LSP, upon PHA's written request, shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify the LSP of such violation. The LSP will have **48 hours** following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the

engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction the LSP pursuant to 2 CFR § 200.214 Suspension and debarment.

6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: _____, 2021

Teri Rouzan
Interim Executive Director
Housing Authority of Jefferson Parish

(LSP Executor)

Regional Counsel shall not concur in any proposal to utilize project or program funds to pay the costs of litigation against the United States or any department or agency thereof.

APPENDIX B

**HOUSING AUTHORITY OF JEFFERSON PARISH
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CONTRACTOR'S SUMMARY

If this Offer or Bid is submitted by a joint venture, each business shall provide the information requested below.

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that the statements set forth in this bid are true and correct.

(Offeror's Name)

By: _____
(Signature)

(Printed or Typed Name)

Title: _____

Date: _____

(If a Corporation, President or Vice-President should sign; If a Partnership, a Partner should sign. If some other Officer signs, evidence of authority must be submitted.)

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Taxpayer I.D. No.: _____

(Affix Corporate Seal)

If a Corporate Seal is not affixed, this document must be notarized. If neither is done, this entire bid will be deemed non-responsive and rejected.

Subscribed and sworn to _____ (Notary Public)
(Seal)

before me this _____ day of _____, 20_____

My Commission expires: _____

Date Contractor Signed: _____

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

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NON-COLLUSIVE AFFIDAVIT

(Prime Offeror/Bidder)

State of _____

City/County of _____

_____ Being duly sworn, deposes and says:
(Name)

That he/she is _____
(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from offering or bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the offer or bid price, or affiant or any other Offeror or Bidder, or to fix any overhead profit or cost element of the said offer or bid price, or that any other bidder, or to secure any advantage against the Housing Authority of Jefferson Parish or any personal interest in the proposed contracts; and that all statements in the said proposal or bid are true.

Signature of

Offeror, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and Sworn to before me

This _____ day of _____ 20_____.

Notary Public

My Commission Expires _____

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CERTIFICATION OF CONTRACTOR NON-EXCLUSION

This certification applies to a sole proprietor or any bidding entity or any individual partner, incorporator, director, manager, officer, organizer, or member, who has at least 10% ownership in the bidding entity, for consideration for award of contracts, in accordance with LA RS 38:2227.

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery
- (b) Corrupt Influencing
- (c) Extortion
- (d) Money laundering

A conviction of or plea of guilty or no contest to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or no contest:

- (a) Theft
- (b) Identity theft
- (c) Theft of a business record
- (d) False accounting
- (e) Issuing worthless checks
- (f) Bank fraud
- (g) Forgery
- (h) Contractors; misapplication of payments
- (i) Malfeasance in office

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of a Code, Public Works Projects.

Should information be discovered about a bidding entity that would be cause for debarment, suspension, exclusion, or determination of ineligibility for an award of a contract, HAJP shall report and submit supporting documentation to the applicable regulatory agency.

I hereby attest that I have not been convicted of or have not entered a plea of guilty or nolo contendere to any of the crimes listed above or equivalent crimes.

(Print)

(Date)

(Signature)

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EMPLOYEE VERIFICATION AFFIDAVIT (Employer)

STATE OF _____

CITY/COUNTY OF _____

I, _____ Being duly sworn, attests and says that **(Authorized Signatory)** _____ a private organization, (Name of Private Company/Employer) duly registered in the aforementioned state, and contracted to perform work within the State of Louisiana, herein attests that I/we (the employer) are in compliance with the United States Department of Homeland Security's "E-Verify" program, which is mandated pursuant to La RS 38:2212.10. I further attest that I/we are registered in a status verification system to verify that all new employees in my/our (the employer) employ are legal citizens of the United States or are legal aliens. Further, I/we shall continue to utilize a status verification system to confirm the legal status of all new employees assigned to this project during the term of this contract. In further compliance with the Immigration Reform and Immigrant Responsibility Act of 1996 administrated by the U.S. Department of Homeland Security, I/we shall require all subcontractors to submit to me/us (the employer) a sworn affidavit verifying its compliance with the Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a).

Signature of (Authorized Signatory)

(Printed Name/ Title of Authorized Signatory)

Sworn to and subscribed before me: _____

(Notary Public) This _____ day of _____, 20_____.

My Commission Expires on _____.

HOUSING AUTHORITY OF JEFFERSON PARISH

**Section 3 Business
Information Packet**

Section 3 – Economic opportunities for low-income persons.

SECTION 3 FREQUENTLY ASKED QUESTIONS

What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968 requires the Housing Authority of Jefferson Parish to direct a portion of its spending toward low-income persons living in the communities it serves. One way the Housing Authority of Jefferson Parish (HAJP) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Jefferson Parish.

Who is a Section 3 Resident?

For purposes of the Housing Authority, a Section 3 Resident is either:

1. A Housing Authority public housing resident; OR
2. A Jefferson Parish resident with household income at or below the following income guidelines.

Jefferson Parish 2014 Median Household Income Limits							
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
Low (80%) Income Limits	\$32,950	\$37,650	\$42,350	\$47,050	\$50,850	\$54,600	\$58,350

What is a Section 3 Business?

There are three ways in which a business can achieve Section 3 status:

Status 1: Resident Owned Business

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Jefferson Parish resident).

Status 2: Resident Employed Business

Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Jefferson Parish residents).

Status 3: Subcontracting to Section 3 Businesses

Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

How does HAJP define “new hire”?

HAJP considers a contractor’s current workforce to be employees that appear on the contractor’s active payroll for at least 60 of the 100 working days prior to the award of the Section 3 covered contract. Any employee that is hired for work under the covered contract and has not appeared on the contractor’s active payroll for 60 days or more of the 100 working days prior to awarding the covered contract is considered a new hire.

How does HAJP define “permanent” and “full-time” employee?

In order to be considered permanent, an employee must be:

A direct employee of the company wishing to achieve Section 3 Business status, and
Filing a position that is intended to last for the duration of the Section 3 covered project. While HAJP understands that it is difficult to predict how long an employee will remain in a given position, it should be the intention of the company to keep the employee for the duration of the covered project. If, in an audit, it is found that a Section 3 Resident was counted as a permanent employee but let go prior to the completion of the covered project, additional documentation may be required regarding the permanent nature of the position.

In order to be considered full-time, an employee must work a minimum of 32 hours per week.

What are my Section 3 requirements as an HAJP Contractor?

All HAJP contractors and subcontractors on Section 3 covered projects are required to meet the following hiring and contracting goals:

30% of all new hires for the covered project must be Section 3 Residents,
10% of all building trades subcontracts must be to Section 3 Businesses, and
3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

What is the difference between a contractor complying with Section 3 regulatory requirements verses a contractor being a Section 3 Business?

In order to comply with Section 3 regulations every contractor or subcontractor on a Section 3 covered project must meet the minimum numerical goals listed above regardless of whether they qualify as a Section 3 Business. In order to qualify as a Section 3 Business and receive the preferences available to Section 3 Businesses, your company must be one of the following:

Status 1: Resident Owned Business – Fifty-one percent or more owned by a Section 3 Resident (either public housing resident or low- income Jefferson Parish resident).

Status 2: Resident Employed Business – Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Jefferson Parish residents).

Status 3: Subcontracting to Section 3 Businesses – Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

What preferences are available for contractors or subcontractors that meet Section 3 Business status?

If your company meets the definition of a Section 3 Business or makes a commitment to meeting the definition in the completion of the covered contract, you will be eligible for preference in the award of the contract. The type of preference available depends on the type of procurement process required. Every HAJP Section 3 covered request for proposal, bid, or quote will include the Section 3 Business preference available and the weight of that preference in the selection process. If you are a subcontractor of an HAJP primary contractor, any preference provided for Section 3 Businesses in awarding subcontracts will be handled by the primary contractor. Please contact the primary contractor for their Section 3 Business preference information.

What is a HAJP primary contractor?

A HAJP primary contractor is any business that has a contract directly with HAJP. If a primary contractor awards subcontracts under a Section 3 covered project, the primary contractor must include the Section 3 Clause in all covered subcontracts. It must hold its subcontractors to the same contractor compliance requirements the primary contractor must meet. It is also responsible for gathering and maintaining documentation regard its subcontractors' Section 3 compliance and Section 3 Business status.

Can subcontractors of primary contractors meet Section 3 Business status by Status #3: Subcontracting?

No, the regulations do not allow for subcontractors to meet Section 3 Business status by additional subcontracting. Subcontractors of HAJP primary contractors can only be Section 3 Businesses by Status 1: Resident Owned or

Status 2: Resident Employed. However, if a subcontractor chooses to subcontract any portion of their Section 3 covered contract, the secondary subcontractor must meet the Section 3 compliance requirements:

30% of all new hires for the covered project must be Section 3 Residents,

10% of all building trades subcontracts must be to Section 3 Businesses, and

3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

How long do Section 3 documents need to be stored?

Documents relating to Section 3 status unless otherwise indicated must be stored and made available for Section 3 audits for at least 5 years from the close of the contract to which they apply.

How do I find Section 3 employees?

Contact the HAJP Office – HAJP staff has knowledge of public housing residents who may be seeking employment and can make referrals of qualified job-seekers to HAJP contractors. If you would like to utilize HAJP referrals, contact Kersandra McClue, Administrative Specialist at kersandra@hajp.org or 504-347-4381.

Louisiana Workforce Commission– LWC offers a wide range of services to both job seekers and employers. For more information about the services offered, see the LWC website at www.laworks.net.

What if I can't find qualified Section 3 Residents using the resources listed above?

It is the responsibility of the contractor and subcontractor to meet the Section 3 Resident hiring requirements of their contract. If the resources listed above are not helpful, you may need to broaden your search by placing ads with online services such as Craigslist or in local newspapers.

How can I get additional support?

If you have questions not answered in this packet or need additional support in meeting your Section 3 compliance requirements, you may contact Teri Rouzan, Interim Executive Director, at 504-347-4381 or trouzan@hajp.org.

SECTION 3 COVER PROJECT LABOR PLAN

Primary Contractor: _____

Sub-Contractor (if applicable): _____

Completed By: _____ Title: _____ Date: _____

Instructions:

If completing plan at bid or Notice to Proceed – list all current employees and employees you intend to hire in completing the Section 3 covered contract. If completing at 50% or contract close – list only current staff; do not provide hiring goals.

RFP/Q Number	Project Name or Title				
	Trade/Job Title	Number of Positions			
		Filled by Current* Employees		New Hires**	
		Total	Sec. 3	Total	Sec. 3
Apprentices/Trades:					

* Current employees is defined as any worker who has appeared on the Contractor's payroll for at least 60 days of the 100 working days prior to the award of this contract.
 ** New hires is defined as any worker who has not worked 60 days or more of the 100 working days prior to the award of this contract.

SECTION 3 BUSINESS SELF-CERTIFICATION

Name of Business: _____

Address of Business: _____
(Street) (City) (Zip)

Contact Person: _____ Phone: _____

Please check the box next to the appropriate status type of your Section 3 Business. Note: Below each status type is a list of documents required as evidence of your Section 3 eligibility. HAJP or its contractors must receive all required documents before your business can receive any preference based on your Section 3 Business status.

STATUS 1: RESIDENT OWNED BUSINESS

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Jefferson Parish resident)

Attached Documentation Required:

For sole proprietor:

Completed Section 3 Resident Self-Certification form

Additional documents for other business types:

Copy of Articles of Incorporation, partnership agreement, or corporation annual report

STATUS 2: RESIDENT EMPLOYED BUSINESS

Thirty percent (30%) of full-time, permanent employees are Section 3 Residents (either public housing residents or low-income Jefferson Parish residents).

Attached Documentation Required:

Completed Labor Plan form, and

Completed Section 3 Resident Self-Certification forms for all employees claimed as Section 3 Residents

STATUS 3: SUBCONTRACTING TO SECTION 3 BUSINESSES

Twenty-five percent (25%) of the dollar amount of the awarded contract is subcontracted to Section 3 Business who qualified as Status 1 or Status 2. Note: This type of Section 3 Business status is only available to contractor's that contract directly with HAJP. It is not available to subcontractors of a HAJP primary contractor.

Attached Documentation Required:

Completed Subcontracting Plan form, and

Section 3 Business Self-Certification form for each subcontractor claiming Section 3 status

SECTION 3 CERTIFICATION STATEMENT

By signing below, I certify that:

I am an authorized representative of the company named above,

The company named above meets the requirements of the Section 3 status checked,

I understand that the documents required as evidence of Section 3 status must be kept for at least 5 years from the date of closure of the contract for which they apply,

I understand that noncompliance with HUD's regulations in 24 CFR part 135 (known as Section 3) may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

SIGNATURE

PRINT NAME

DATE

**HOUSING AUTHORITY OF JEFFERSON PARISH
REQUEST FOR PROPOSALS
FOR
ON-CALL REAL PROPERTY LEGAL SERVICES
RFP #21-004**

ACKNOWLEDGEMENT OF ADDENDA

Contractor has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Company Name)

(Signature)

(Printed or Typed Name)