



**New Orleans Redevelopment Authority (NORA)
Request for Proposals
RFP #16-900-05
Title and Closing Services
Issue Date: September 28, 2016
Due Date: October 19, 2016**

The New Orleans Redevelopment Authority (NORA) administers a variety of programs to rehabilitate and redevelop the properties under its purview, and it also engages in commercial property acquisition and redevelopment throughout the City as an alternate means of stimulating neighborhood revitalization. In the course of its daily operations, NORA frequently acquires and disposes of both residential and commercial real property.

NORA now desires to create a pool of qualified attorneys to provide document preparation, abstracting and title insurance services, closing and escrow services, oversight for the transfer and/or acquisition of NORA properties, general legal advice with respect to the foregoing services, and requests proposals from experienced firms and individual practitioners to provide the services detailed in Attachment A: Scope of Services. The services sought in this RFP are intended to cover all NORA properties that are currently owned or may be acquired. NORA anticipates approximately 100-200 closings of these properties annually, which will be divided among a number of qualified contractors.

Single copies of the RFP may be obtained on NORA's website at redevelop.nola.gov or by contacting Kristy Chauvin, Contract Compliance Coordinator, via telephone at (504) 658-4400 or email at kdchauvin@nola.gov.

Instructions: Respondents shall submit proposals in the following formats to NORA: Attention: Kristy Chauvin, 1409 Oretha Castle Haley Boulevard., New Orleans, LA 70113, 504-658-4400, kdchauvin@nola.gov, not later than **Wednesday, October 19, 2016 by 4:00 PM, (CDT):**

- a) Five (5) hard copies of the proposal enclosed in a sealed envelope, marked "**Title and Closing Services**". *[Note that NORA encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. NORA discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable].*

and

- b) One signed proposal as an electronic PDF file, marked "**Title and Closing Services**". This electronic copy may be submitted on a jump drive with the hard copies or via email by the Submission Deadline.



Both the five (5) hard copies and the electronic copy must be submitted by the deadline of Wednesday, October 19, 2016 by 4:00 PM, (CDT).

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. All questions and requests for interpretation must be submitted in writing to Kristy Chauvin, by email to kdchauvin@nola.gov at least five (5) days before the submission due date and time. NORA will reasonably attempt to answer questions submitted in advance. All questions and answers will be posted on NORA's website at redevelop.nola.gov in the form of an addendum.

NORA will not accept responses submitted by fax. All responses **must be received** by NORA on or before the Submission Deadline. NORA will not consider responses delivered after the deadline.

1. **Scope of Services:** Attachment A describes the needed services.
2. **Submission Information:** Responses must be submitted in accordance with Attachment B of this RFP.
3. **Evaluation and Selection:** NORA will select the successful respondents according to the procedures described in Attachment C.
4. **Contracting:** NORA reserves the right to select multiple contractors to perform any and/or all of the services requested herein. If NORA identifies likely service provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services Contract. This contract will stipulate the terms and conditions of the services to be provided and will contain the standard NORA provisions shown in Attachment D.

The contact term shall be for one year, with the option to renew in one year increments up to a total of four (4) years. The RFP and response of the selected respondent(s) shall become part of any contract initiated by NORA.

5. **Ownership:** All responses and all documentation submitted therewith are NORA property for all purposes. Respondents will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

NORA will not credit any blanket exemption claims lacking specific justification. NORA does not guarantee the confidentiality of submissions.

6. **Opportunities in Employment and Contracting Requirements for Disadvantaged Businesses:** NORA seeks to extend subcontracting opportunities to Registered Disadvantaged Business Enterprises (DBEs) in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The offeror shall agree to comply with NORA's Board approved DBE Policy and to meet the contract goal for DBE participation in the performance of this contract.



7. **Effect:** This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. NORA may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services Contract executed by NORA and the selected respondents, if any, is the exclusive statement of rights and obligations extending from this solicitation.
8. **Additional Requirements:** NORA reserves the right to amend the instructions, requirements, general and special conditions, scope of work, and specifications of this RFP. In the event it becomes necessary to revise any part of the RFP, addenda will be posted on NORA's website at redevelop.nola.gov and may be provided to all potential respondents who receive the RFP. Continue to check NORA's website for any modifications to the RFP.
9. **Proprietary Information:** Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed propriety or confidential. Any material within a proposal identified as such must be clearly marked as CONFIDENTIAL in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse.
10. **Public Access to Information/Confidentiality:** All information submitted in response to a solicitation issued by the New Orleans Redevelopment Authority shall remain confidential until after final approval and award is made.

Furthermore, NORA shall not disclose information submitted to NORA in confidence in response to a solicitation, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.
11. **Cost of Preparing Responses:** NORA shall not be liable for any costs incurred by respondents prior to entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by NORA.
12. **Errors and Omissions in Proposal:** NORA shall not be liable for any errors in responses. NORA, at its option, has the right to request clarification or additional information from the respondents.
13. **Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted work in the State of Louisiana and City of New Orleans.
14. **Compliance with All Applicable Laws:** Any work completed pursuant to a response to this RFP shall be governed by and construed in accordance with the laws and jurisprudence of the State of Louisiana. At the time of respondent's submission of its RFP response and at all times during the performance of any work pursuant to this RFP, the respondent shall be in compliance with all applicable laws of the State of Louisiana, the United States and local ordinances, including licensure requirements.



15. **Insurance:** The selected respondent(s) will be required to provide:

I. **INSURANCE**

a. **Requirements**

(1) **Basic**

- (a) The Contractor shall purchase in its name and maintain at its sole cost and expense, insurance as set out below. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's performance and/or furnishing of the services, whether performed and /or furnished by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods, products or services, or by anyone for whose acts any of them may be liable. Any insurance carried by the Owner shall be excess and not contributing insurance. The limits may be met by purchasing an umbrella or excess policy meeting both requirements.
- (b) The total limit of insurance must be equal to or greater than the minimum acceptable not less than limits indicated below. If any policies contain deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for employers' liability, general liability, auto liability, and umbrella liability, but are acceptable for pollution liability policies.
- (c) NORA, and its Commissioners, agents, directors, servants, employees and volunteers shall be named as an Additional Insured on the Contractor's liability insurance program.
- (d) If the Contractor's liability insurance program does not contain the standard ISO separation of insureds provision, or a substantially similar clause, then they shall be endorsed to provide Cross Liability coverage.
- (e) The Contractor shall endorse their policies (as applicable) to contain the following requirements:
 - i. Waiver of Subrogation Endorsement to include written contracts in favor of NORA, and its Commissioners, agents, directors, servants, employees and volunteers, and any other entities who may require waivers by specific contract;
 - ii. Thirty (30) days prior written notice of cancellation, non-renewal or any reduction in coverages or limits.

(2) **Types and Amounts**



(1) WORKERS' COMPENSATION:

- i. State Act - Louisiana Statutory Requirements; Other States coverage;
- ii. Employer's Liability coverage with a minimal acceptable limit of not less than \$1,000,000/\$1,000,000/1,000,000.

(2) GENERAL LIABILITY:

- i. Errors and Omissions, or pre-approved alternative; with a minimal acceptable limit of not less than \$500,000 per occurrence; \$500,000 aggregate;
- ii. Use Form CG 2010 **and** CG 2037;
- iii. Amendment – Aggregate Limits of Insurance (Per Project), the most recent in use in Louisiana or pre-approved alternative;
- iv. The insurance shall cover liability arising from independent contractors and liability assumed under an insured contract.

Note: *The General Liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for the services in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity there for which would normally be provided by the policy.*

b. General Specifications

(1) Contractor's Liability Insurance: If applicable, the Contractor shall require all sub-contractors to maintain, in limits equal to or greater than the Contractor's, the same insurance coverage for Work performed or materials provided for the Work. The Contractor shall insert this requirement in all contracts or agreements, whether written and/or oral, with all entities and/or persons who perform any Work under this contract. At no time shall the Contractor allow any sub-contractors to perform Work without the required types and limits of insurance coverage. In the event of a sub-contractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the sub-contractors work, actions, or inactions.

(2) General Requirements:

(a.) Qualifications of Insurers:

- i. All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized by the State of Louisiana to issue insurance policies for the



limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI (or the current requirements of the State of Louisiana Public Bid Law (RS: 38:2211-2296) as of the most current edition of A.M. Best's Key Rating Guide.

- ii. If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in Louisiana, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the Owner. The Owner reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.
- (b.) Partnerships: If the Contractor is a partnership then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership, shall also be furnished.
- (c.) Certificates of Insurance: The Contractor shall furnish to the Owner Certificates of Insurance effecting coverages required in this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms that are to be received and approved by the Owner. The Owner reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
- (d.) Objection by the Owner: If Owner has any objection to the coverage afforded by, or any other provisions of, the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, Owner shall notify the Contractor in writing after receipt of the Certificates. The Contractor shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.
- (e.) The Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the Owner, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements affect the obligations of the Contractor concerning indemnification.
- (f.) No Waiver of Liability: Acceptance of evidence of the insurance requirements by the Owner in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract. Additionally, the Contractor is



responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract. The Contractor's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any insurance coverage maintained by the Owner is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.

- (g.) No Recourse Against the Owner: The insurance companies issuing the policies shall have no recourse against the Owner for payment of any premiums, deductibles, retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.
- (h.) The Owner's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, the Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect the Owner against claims which may arise from operations under the Contract.



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Attachment A

SCOPE OF SERVICES

All selected contractors will be required to complete vendor registration in NORA's Land Management System (LAMA) and participate in training as needed regarding utilization of the system. All assignments will be made in the LAMA system through the issuance of Work Orders. Title contractors will be required to accept work assignments and submit completed work through the LAMA system.

This Scope of Services addresses closing and title insurance services NORA is soliciting to support the acquisition and disposition of real property. The Minimum Performance Requirements under a resulting Contract with NORA shall include providing title search experts to perform a search of the public records in accordance with American Land Title Association (ALTA) standards, performing title examinations by an attorney licensed to practice law in Louisiana, issuing title commitments and title insurance policies, identifying and curing matters that encumber title, preparation of closing documents, conducting closings and recording closing documents, managing and disbursing closing funds and providing legal advice as necessary in connection with the foregoing.

Selected contractors will be expected to manage the title process from start to finish. The Contractor will be required to utilize NORA's electronic document management system, including uploading all documents associated with the process, as well as providing hard copies of those documents.

I. Title Examination, Abstracts, Commitments & Clearance

Upon ordering a title examination, NORA will provide a copy of the existing owner's title insurance policy to the Contractor, if available. The Contractor will provide title search experts to perform an examination of the title and public records in accordance with American Land Title Association (ALTA) standards and will produce a Title Insurance Commitment, which shall be issued with an effective date within 30 days of the date of issuance. The Contractor will identify any objectionable items contained in the Title Insurance Commitment. The Contractor will provide regular status reports with respect to all outstanding tasks.

Minimum Performance Requirements

The following represents anticipated Minimum Performance Requirements under the Contract:



1. Order and review title abstracts and complete an examination of title by a Louisiana licensed attorney;
2. Issuance of title insurance commitments;
3. Clearance of any title issues as requested;
4. Provide title opinions and commitments, as requested; and
5. Identify and refer to NORA matters that encumber title and perform curative work as requested.

Document Preparation, Closings & Issuance of Title Policy

Upon NORA's request, the Contractor will prepare for closing, including preparing closing documents in the forms approved by NORA, arranging the execution of all closing documents and the recordation of same, and disbursement of funds. The Contractor will collect and disburse funds in accordance with the requirements of the executed contract. At closing, the Contractor will complete and provide a HUD-I Settlement Statement and provide invoices to NORA, or the other party, if applicable, documenting all fees and expenses incurred, and will issue an Owners Title Insurance Policy to purchasers, if requested.

Minimum Performance Requirements

The following represents anticipated Minimum Performance Requirements for this task:

1. Prepare Act of Cash Sale document
2. Prepare all applicable closing documents and other documents required by NORA, the Title Insurer or applicable law, using documentation approved by NORA;
3. Obtain authorized signatures from all parties to closing and close the transaction;
4. Collect, manage, and disburse funds as required by the HUD I Settlement Statement as well as prepare the HUD I Settlement Statement in accordance with applicable State and Federal laws. The Contractor will deposit collected funds into an escrow account of a Louisiana-based financial institution from which neither the Contractor nor NORA shall earn interest. The Contractor will ensure that the financial management of the program adheres to all state and federal requirements;
5. Deliver documents to parish recorder's offices and notarial archives for recordation, and any other applicable parochial or other governmental offices;
6. If requested by NORA, issue a standard ALTA Owners Title Insurance Policy to the purchaser in an amount equal to the purchase price of the property or the appraised value of the property, as applicable. The cost of the title policy must include all applicable re-issue credits based on NORA's Owners Policy and will be billed at closing.

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Attachment B

SUBMISSION INFORMATION

I. Cover Letter

Provide a cover letter indicating the firm's interest in providing Title and Closing Services on an as-needed basis to NORA. Provide a description of the business, including years in business with a description of your firm including size of firm, number of staff, office location(s), location from which services will be provided and range of professional services offered.

The letter must include the point of contact, including the name, physical and email address, and telephone number of the individual or firm. If a firm, the name and title of the individual authorized to negotiate contract terms and make binding commitments shall also be included.

This section **MUST** contain the following statement signed by the applicant or its authorized representative,

“By responding to this RFP, respondent agrees to NORA's Required Contract Provisions as provided in Attachment D and therefore waives any future right to contest the required provisions.”

2. Relevant Experience

Briefly describe other contracts executed by the respondent that demonstrate relevant experience to include:

- Listing of most relevant completed projects related to title and closing services.
- A list of at least three (3) current references for most relevant completed contracts that directly relate to the scope of services to be offered by the firm. Include reference company name, address, contact name and title, phone number, email address, and description of the services provided.

3. Staff Qualifications

Proposals must include the following information:

- Professional resumes for the key personnel to be assigned to the contract, and their relevant related experience. Include any professional designations, licenses or certifications.



- Description of key personnel’s proposed roles and responsibilities on this contract. Note principal(s), contract manager(s) and/or technical staff.
- An organizational chart of the proposed contract team.
- Description of the firm’s management and organizational capabilities, particularly regarding staff and resource capacity to respond to critical time and complex scope requirements on short notice.
- Acknowledgement that any change in staff on this contract from those proposed in the response to this RFP must be approved by NORA before the change is implemented. Substitutions without prior NORA approval will be considered a breach of the contract. NORA reserves the right to request replacement of any team member that proves unacceptable to NORA.

4. Fee Schedule

The Contract shall be an indefinite delivery, indefinite quantity (IDIQ) contract whereby NORA shall assign work as-needed. Billing shall be submitted prior to the closing of each transaction and shall include all permitted charges and their basis. Standard title work will be billed at the flat per-transaction fees agreed upon in the Contract. More complex title work may be billed at the below hourly rates only upon written approval by NORA in advance of undertaking such work. In the event work is requested by NORA and subsequently cancelled prior to closing, a cancellation fee will be paid to the Contractor as set forth in the Contract.

Contracts resulting from this solicitation shall be requirements type contracts whereby NORA shall assign work in accordance with its needs. By responding to this solicitation, the respondent is agreeing to the established NORA standard fee schedule below.

Service	Fee
1. Abstract – 30 years	\$200
2. Title Examination	\$100
3. Document Preparation	\$125
4. Notary Fee	\$100
5. Closing Fee	\$100
6. Recording Service	\$100
7. Recording Fees	Actual Cost
8. Title Updates	\$45



9. Title Insurance	Rate Book (Reissue Credit where available)
10. Cancellation of Mortgage Judgment or Lien	\$75 per item
11. Legal Fees	\$225 per hour

5. Disadvantaged Business Enterprise (DBE) Information

NORA seeks to extend subcontracting opportunities to Registered Disadvantaged Business Enterprises (DBE's) in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The respondent shall agree to use its best efforts, as determined by the Compliance Director, in accordance with the factors set forth in NORA's DBE goals, to meet the contract goal for DBE participation in the performance of this contract.

All firms shall complete and submit the DBE Participation Form (Attachment G) and address the following:

- a. The names and addresses of all DBE firms that will participate in the contract;
- b. The commitment of the participation of each DBE firm participating in the contract on a basis of the percentage of the total dollar value of the contract;
- c. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above; and
- d. If the contract goal is not met, evidence of best efforts.

6. Insurance

The proposer shall provide evidence of insurance coverage and minimum required limits by completing and submitting Attachment E, Certificate of Insurance Coverage, as a part of their proposal.

7. Conflict of Interest Disclosure

The proposer shall disclose any direct or indirect, current or future, conflicts of interest between themselves and NORA and their respective employees in the attached Conflict of Interest Disclosure Affidavit (Attachment F). If questions arise about potential conflicts of interests, please contact NORA prior to submitting proposal.

Please organize your proposal in order corresponding to this outline. Label each section accordingly, bind the complete document (staples OK), and on its cover clearly mark the proposer's name, RFP number and contract name.



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Attachment C

EVALUATION AND SELECTION

NORA will apply the following selection criteria and weighting factors to evaluate submissions:

- | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 45% | <i>Relevant Experience: Specialized experience and technical competence directly related to proposed services;</i> |
| 45% | <i>Staff Qualifications: Qualifications of staff assigned to project, performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines;</i> |
| 10% | <i>DBE: The degree to which the Proposer's response meets or exceeds NORA's Board approved Disadvantaged Business Enterprise (DBE) Policy and HUD Section 3 Goals.</i> |

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 (short list), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for firms included in the competitive range only, and will be the basis for ultimate contract award. 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. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion are shown above. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process may entail interviews and/or presentations with the respondents included on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of NORA's requirements with respect to this RFP, promote the understanding of the respondents' proposals, and to arrive at agreeable contract terms.



NORA will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous, price and other technical factors specified herein considered. NORA reserves the right to make contract award without negotiations, and 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. NORA further reserves the right to forego Stage II of the evaluation process and enter into negotiations based on the results of Stage I of the evaluation process. NORA may exercise its right to make contract award without negotiations or to forego Stage II of the evaluation process. Any contract award will be based on initial proposals received.



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Attachment D

REQUIRED CONTRACT PROVISIONS

NORA will require that its contract for services contain certain required provisions, including, but not limited to the following, which may be revised as deemed appropriate by NORA:

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of NORA.
3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of NORA, and in recognition of the Contractor's responsibility to NORA, the Contractor agrees to decline any offer of employment if its independent work on behalf of NORA is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify NORA and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of NORA. Final decision on any disputed offers of other employment for the Contractor shall rest with NORA.
4. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and save NORA harmless against any and all claims, demands, suits, judgments of sums of



money to any party accruing against NORA for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold NORA harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE: Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the NORA shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of NORA for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by NORA under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:
 - a. Contractor has been and will be free from any control or direction by NORA over the performance of the services covered by this contract; and
 - b. Services to be performed by Contractor are outside the normal course and scope of NORA's usual business; and
 - c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of NORA for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the NORA.

8. JURISDICTION & CHOICE OF LAW: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of law's provisions.



9. **TERM:** The contract period for the successful agent/firm will be one year from date of award. The contract may be renewed for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the agent/firm and NORA. Alternate contract periods may be considered.
10. **APPROPRIATION AND/ OR EXTENSION:** This agreement may be extended at the option of NORA, provided that funds are allocated by the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by NORA on an annual basis for no longer than five one year periods.
11. **SOLICITATION:** The Contractor attests that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.
12. **CANCELLATION:** Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event NORA elects to terminate for convenience, NORA shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.
13. **AUDIT AND OTHER OVERSIGHT:** It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

NORA and/or its designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, in whatever form they may be kept which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors.

The Contractor shall maintain such books and records together with such supporting or underlying documents and materials for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request to NORA, through its employees, agents' representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for NORA.



14. SUBCONTRACTS: NORA may require information regarding ownership interests in the subcontractor prior to approval of the sub-Contractor's retention. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

15. COMMUNITY DEVELOPMENT BLOCK GRANT COMPLIANCE: The services described in this Agreement may be paid for by federal Community Development Block Grant disaster funds. Projects carried out using these funds must incorporate certain CBDG compliance provisions for professional services contracts. Those required provisions are appended to this Agreement as Attachment "E" and are incorporated herein by reference



CDBG COMPLIANCE PROVISIONS FOR
PROFESSIONAL SERVICES CONTRACTS

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I. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(Applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, ECP agrees as follows:

- A. The LSU shall not discriminate against any employee, or applicant for employment, on the basis of race, color, religion, sex, or national origin. ECP 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, 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. ECP agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. ECP will, in all solicitations or advertisements for employees placed by or on behalf of the ECP, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. ECP will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the ECP's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. ECP will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. ECP will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of ECP's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the LSU may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. ECP will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, so that such provisions will be binding upon each sub-ECP or vendor. ECP will take such action with respect to any



subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a ECP becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the ECP may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractor (except where proposed subcontractor have submitted identical certifications for specific time periods).

3. CIVIL RIGHTS

ECP shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

ECP shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to



discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- 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. ECP agrees to send to each labor organization or representative of workers with which the ECP has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the ECP'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. ECP 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 LSU will not subcontract with any subcontractor where ECP has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. ECP will certify that any vacant employment positions, including training positions, that are filled (1) after the LSU is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the LSU's obligations under 24 CFR part 135.



- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(Applicable to contracts and subcontracts over \$10,000)

- A. ECP will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. ECP agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. ECP agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of ECP's 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.
- D. ECP agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state ECP's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. ECP will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that ECP is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. ECP will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each



subcontractor or vendor. ECP will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

ECP agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. AGE DISCRIMINATION ACT OF 1975

ECP shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to contracts and subcontracts exceeding \$100,000)

ECP and all subcontractor shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt ECP and subcontractor shall furnish to NORA, the following:

- A. A stipulation by ECP or subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the LSU to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by ECP that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the ECP will take such action as the government may direct as a means of enforcing such provisions.



10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of ECP which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

ECP shall complete and submit all reports, in such form and according to such schedule, as may be required by NORA.



14. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, ECP shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the LSU agrees as follows:

- A. ECP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ECP shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
- B. ECP shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. ECP shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. LSUs shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. ECP shall hold and save NORA and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by NORA, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by NORA of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by NORA and not by or through the ECP.
- C. If the ECP uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with NORA of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the



contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work.

ECP and/or his Sureties shall indemnify and save harmless NORA of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify NORA for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the ECP for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of NORA and all such rights shall belong to NORA.

18. TERMINATION FOR CAUSE

If, through any cause, ECP shall fail to fulfill in a timely and proper manner his obligations under this contract, or if ECP shall violate any of the covenants, agreements, or stipulations of this contract, NORA shall thereupon have the right to terminate this contract by giving written notice to ECP of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ECP under this contract shall, at the option of NORA, become NORA's property and ECP shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, ECP shall not be relieved of liability to NORA for damages sustained by NORA by virtue of any breach of the contract by the ECP, and NORA may withhold any payments to ECP for the purpose of set-off until such time as the exact amount of damages due NORA from ECP is determined.

19. TERMINATION FOR CONVENIENCE

NORA may terminate this contract at any time by giving at least ten (10) days' notice in writing to the LSU. If the contract is terminated by NORA as provided herein, ECP will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

ECP shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS



- A. ECP shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. ECP shall be as fully responsible to NORA for the acts and omissions of the ECP's subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the ECP.
- C. ECP shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the LSU by the terms of the contract documents insofar as applicable to the work of subcontractor and to give THR the same power as regards terminating any subcontract that NORA may exercise over the ECP under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and NORA.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The LSU represents and warrants that it and its subcontractor are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of ECP or the ECP's subcontractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

NORA may, from time to time, request changes in the scope of the services of ECP to be performed hereunder. Such changes, including any increase or decrease in the amount of the ECP's compensation which are mutually agreed upon by and between NORA and the ECP, shall be incorporated in written and executed amendments to this Contract.



26. PERSONNEL

ECP represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with NORA. All the services required hereunder will be performed by ECP or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). ECP shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractor with such regulations, and shall be responsible for the submission of affidavits required of subcontractor thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

ECP shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NORA provided that claims for money due or to become due ECP from NORA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NORA.

29. INTEREST OF ECP

ECP covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. ECP further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

ECP will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET



The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by ECP under this Contract are confidential, and ECP agrees that they shall not be made available to any individual or organization without prior written approval of NORA.

34. LOBBYING

ECP certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of ECP, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the ECP shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



**New Orleans Redevelopment Authority (NORA)
Request for Proposals
RFP #16-900-05
Title and Closing Services
Issue Date: September 28, 2016
Due Date: October 19, 2016**

Attachment E

CERTIFICATE OF INSURANCE COVERAGE

**Application Submitted By
(Name of Firm):** _____

Name of Surety Company: _____

Name of Surety Agent: _____

Surety Agent's Phone: _____

The below signed hereby certifies the following information to be true and correct.

Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Errors and Omissions/ \$500,000 Occurrence; \$500,000 Aggregate			
Employers Liability: Contractor shall obtain a minimum of \$1,000,000. Occurrence/\$1,000,000. General aggregate/\$1,000,000. Products-Completed Operations Aggregate (including contractual).			

Check the appropriate box(es) below:

- Limits on above policy will be increased
- Above policy now in effect
- Policy will be obtained before contract signed



The following additional clauses shall be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The Executive Director and New Orleans Redevelopment Authority (NORA) are hereby named as Additional Insured.
2. The Policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to NORA.
3. The insurance company is prohibited from pleading government function in the absence of any specified written authority from NORA.

4. The Policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera, which are normally covered while performing work under the above contract, whether specifically written therein or not.

NORA is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. NORA bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to NORA. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

Authorized Agent's Signature

Date



**New Orleans Redevelopment Authority (NORA)
Request for Proposals
RFP #16-900-05
Title and Closing Services
Issue Date: September 28, 2016
Due Date: October 19, 2016
Attachment F**

**NEW ORLEANS REDEVELOPMENT AUTHORITY
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

**STATE OF LOUISIANA
PARISH OF _____**

Before me, the undersigned authority, came and appeared _____
_____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____
_____, hereafter called "Respondent."
2. The Respondent submits the attached RFP Response in response to the (insert name of solicitation).
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with NORA Commissioners, officers and employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____,

20____.

Notary Public (signature) Notary ID#/Bar Roll #



**New Orleans Redevelopment Authority (NORA)
Request for Proposals
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Attachment G

DBE PARTICIPATION FORM

Complete the following and submit with your proposal to confirm your level of DBE participation.

Please check the appropriate space:

_____ The bidder/offeree is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder/offeree, if unable to meet the DBE goal of _____%, is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

Name of Bidder/Offeree Firm:

Telephone: _____ Fax: _____ E-Mail: _____

By: _____,
_____ / ____ / _____

(Signature) (Title) (Date)

The bidder/offeree is committed to utilizing DBE participation on the project in the following manner.

Please check the appropriate space:

_____ The bidder/offeree is committed to utilizing the DBE firm named below for the *Scope of Work* as described. The estimated dollar value of the scope of work is \$ _____ or _____% of the total dollar value of the contract.

_____ The bidder/offeree is committed to utilizing the DBE firm named below for the *Scope of Work* as described. The estimated dollar value of the scope of work is \$ _____ or _____% of the total dollar value of the contract.

Name of DBE Firm:



DBE Firm Owner or Contact:

Telephone: _____ Fax: _____ Email: _____

DBE TYPE: _____ SLDBE CERTIFIED; _____ DOTD/LAUCP

CERTIFIED; _____ OTHER _____

_____ SCOPE OF WORK ATTACHED. Proposed DBE % _____

SCOPE OF WORK: Describe the work to be performed by the DBE firm.
