

REQUEST FOR PROPOSAL

To provide legal services associated with loan closings under the Louisiana Innovation Loan and Technical Assistance Program (ILTAP)



RFP Number: JED0112

Proposal Receipt Date: _____

Proposal Receipt Time: _____

*Jefferson Parish Economic Development Commission
700 Churchill Parkway
Avondale, LA 70094*

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**REQUEST FOR PROPOSAL
FOR
LEGAL SERVICES ASSOCIATED WITH LOAN CLOSINGS UNDER THE LOUISIANA
INNOVATION LOAN AND TECHNICAL ASSISTANCE PROGRAM (ILTAP)**

This Request for Proposal (RFP) provides all potential contractors with relevant information required to submit a proposal for providing legal services for loan closings under the ILTAP loan program.

Background

The Jefferson Parish Economic Development Commission (JEDCO) is seeking a contractor experienced in providing legal services associated with closing economic development government loans. It is expected that a contract will be awarded following public advertisement for competitive proposals, evaluation of those proposals, selection of the best proposal and approval by JEDCO's Board of Commissioners. Parties interested in competing for the project must submit proposals in accordance with the instructions contained herein.

The location is: 700 Churchill Parkway, Avondale, LA 70094

Purpose

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COMMISSIONERS OF THE JEFFERSON PARISH ECONOMIC DEVELOPMENT COMMISSION (JEDCO) will receive request for proposals (RFP), at JEDCO's Administration Building, at the Reception Desk located in the lobby of the building at 700 Churchill Parkway in Avondale on March 19, 2012 at or before the hour of 2:00PM for professional services. All bidding contractors must submit sealed proposals to furnish all necessary legal services for loan closings under ILTAP.

Request for proposals may be picked up at the JEDCO's Administration Building, 700 Churchill Parkway, Avondale, LA. The Request for Proposal will be available on JEDCO's web site at www.jedco.org from February 17, 2012 to March 19, 2012.

The Board of Commissioners reserves the right to reject any and all proposals, to modify the terms of this RFP either before or after the deadline for submission of proposals, negotiate with one or more of the contractors, to call for additional proposals, or to refrain from accepting any proposal. The professional services agreement that JEDCO expects to award shall in no event become effective until an award of contract is approved by resolution of JEDCO's Board of Commissioners.

JEDCO's policy in awarding this professional services agreement will be based primarily on the most qualified contractor and fee structure proposed. JEDCO will carefully investigate each contractor's background and experience in the operation of like facilities.

Proposers must provide a minimum of three (3) references, with current contact information.

Schedule of Events

	<u>Date</u>
1. Advertisement for Proposals	February 17, 2012
2. Proposal Receipt Date	March 19, 2012
3. Selection of Contractor	March 22, 2012
4. Contract Ratification via Board	March 29, 2012

NOTE: JEDCO reserves the right to deviate from these dates.

Proposal Submittal

All proposals shall be received by JEDCO on March 19, 2012 no later than 2:00 p.m.

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: Legal Services Associated with Loan Closings under the Louisiana Innovation Loan and Technical Assistance Program (ILTAP)
- Proposal No. JED0112
- Proposal Receipt Date: _____

Proposals will be received at:

Jefferson Parish Economic Development Commission (JEDCO)
700 Churchill Parkway
Avondale, Louisiana 70094

Contractors are solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. JEDCO is not responsible for any delays caused by the proposer’s chosen means of proposal delivery.

Contractors are solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Proposal Response Format

JEDCO will review the bid proposals based on the following list of criteria:

1. Contractor’s examples of providing legal services for similar government loan closings for a minimum of five years.
2. Years in business, amount of relevant experience for a minimum of five years.
3. Evidence of current license issued by the Louisiana State Bar Association.
4. Contractors must meet or exceed JEDCO’s required Insurance coverage requirements, which are:

- a. Contractor shall procure and keep in force during the term of the Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of Louisiana.
 - b. Lawyers Professional Liability with limits of \$1,000,000 per occurrence.
5. Review of contractor's references. Minimum of three references are required.
 6. Contractor's ability to provide all legal services identified herein required to close ILTAP loans.

Bid Proposals

Proposals must be submitted according to the following instructions:

Sealed proposals will be received at JEDCO's Administration Offices, at the Reception Desk located in the lobby of the building at 700 Churchill Parkway, Avondale, LA 70094, until 2:00 p.m. on March 19, 2012. Proposals will not be publicly opened.

Rejection of Irregular Proposals

Proposals not meeting the stated minimum terms and qualifications may be rejected by JEDCO as non-responsive. JEDCO reserves the right to waive any irregularities, technicalities, or informalities in any proposal, and to reject any or all proposals without cause.

Review of Proposals

All proposals will be reviewed by a committee consisting of representatives of JEDCO's staff and a Board Commissioner. This committee will review all proposals, which meet the minimum qualifications.

Number of Response Copies

Each contractor shall submit one (1) signed original response along with six (6) additional copies of the proposal. Additional copies may be submitted on CD-R/CD-RW media as long as data on the disc is formatted in Microsoft Word format.

Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The contractor(s) response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the proposer(s) ability to meet the requirements of the RFP is also desired. Each contractor is solely responsible for the accuracy and completeness of its proposal.

Confidentiality

All documents submitted to JEDCO are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a contractor deems any document submitted to JEDCO under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the contractor shall clearly mark the documents as "Confidential" prior to delivering or making them available to JEDCO.

- 1. If JEDCO receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the contractor of such request; provided, however, that if any action is commenced against JEDCO under the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold JEDCO harmless from any costs, damages, penalties or other consequences of JEDCO's refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize JEDCO to voluntarily provide the information for disclosure under the supervision of the court;*
- 3. JEDCO assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.*
- 4. The contractor is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:*

"The data contained in Pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this contractor as a result of or in connection with the submission of this proposal, JEDCO shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit JEDCO's right to use or disclose data obtained from any source, including the contractor, without restrictions."

*Further, to protect such data, each page containing such data shall be specifically identified and marked "**CONFIDENTIAL**."*

The contractor shall not mark the entire proposal "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, JEDCO shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit JEDCO from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other agency, person or organization for the sole purpose of assisting JEDCO in its evaluation of the proposal. JEDCO shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Required Affidavits

All persons or firms who are under contract which was awarded on a non-bid basis with JEDCO or who submit responses to any request for proposals to contract on a non-bid basis with JEDCO must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by JEDCO's Board of Commissioners. The person or firm under contract shall provide to the commissioners detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 of Jefferson parish Code of Ordinances for professional service providers.

In addition, the person or firm contracting or proposing to contract with JEDCO on a non-bid basis must submit prior to the ratification by the Board of Commissioners of the contract or contract amendment:

- 1. An affidavit attesting:
 - a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and*
 - b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and**
- 2. An affidavit attesting to:
 - a. Any and all campaign contributions that the affiant has made to elected officials of Jefferson Parish during the current term; and*
 - b. Any and all debts owed by the affiant to any elected or appointed official of Jefferson Parish, and any and all debts owed by any elected or appointed official of Jefferson Parish to the affiant; and attesting:*
 - c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.**

For purposes of this Section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service Districts No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full-

time employees of the primary firm under contract. Notwithstanding any provision of this Section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the Council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for the placement of any insurance using the broker's services and that the Risk Management Department provides a copy of said invoice to each member of the Council within five days of the Department's receipt of the invoice.

That any person or firm who is a party to a non-bid contract with JEDCO or with any of its agencies, divisions or special districts as of the effective date of this ordinance and who is not in compliance with the terms of Section 2-923 of the Jefferson Parish Code of Ordinances as enacted by this ordinance shall have thirty days from the effective date of this ordinance to either sever any contractual relationships which would cause the person or firm to be in noncompliance with said section, or to fully comply with the provisions of Section 2-923 by submitting all documentation and disclosures required by that section. The JEDCO Board of Commissioners reserves the right to rescind any contract with any person or firm which does not come into compliance with this ordinance within the specified time; or which, after complying with the documentation and disclosure requirements of this section, is deemed to be in violation of any applicable legal, contractual or ethical requirements or provisions.

Changes, Addenda, Withdrawals

If the contractor needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal receipt.

Cost of Offer Preparation

The contractor assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

Taxes

Any taxes, if applicable, shall be assumed to be included within the contractor's cost.

Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the contractor provides for a different time period within its proposal response. However, JEDCO reserves the right to reject a proposal if the Proposer's response is unacceptable and the contractor is unwilling to extend the validity of its proposal.

Prime Contractor Responsibilities

The selected contractor shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. JEDCO shall consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful contractor(s) to accept these obligations shall result in the rejection of the proposal.

Contract Negotiations

If for any reason the contractor whose proposal is most responsive to JEDCO's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and JEDCO may negotiate with the next most responsive contractor. Negotiation may include revision of non-mandatory terms, conditions, and requirements. JEDCO must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

Cancellation of RFP or Rejection of Proposals

JEDCO reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of JEDCO to do so.

Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by JEDCO Evaluation Committee for the purpose of selecting the contractor with whom JEDCO shall contract. Selection will be made primarily based on experience, ability to perform, and fee structure and hourly rates for services outlined in Part II – Scope of Services.

To evaluate all proposals, a committee consisting of representatives of JEDCO's Financing Department staff and a Board Commissioner has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the contractors to make this determination.

Written recommendation for award shall be made to JEDCO's Board of Commissioners for the contractor(s) whose proposal(s), conforming to the RFP, will be the most advantageous to JEDCO, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of JEDCO.

Award

Award shall be made to the contractor(s) whose proposal, conforming to the RFP, will be the most advantageous to JEDCO, considering price and other factors considered.

The award may be made on the basis of the initial offer or as noted.

Notice of Intent to Award

The evaluation committee's recommendation for award shall be forwarded to the JEDCO's Board of Commissioners for selection.

After the selection, JEDCO will notify all unsuccessful contractors as to the outcome of the evaluation process.

Indemnification

Notwithstanding the above, the successful contractor shall protect, defend, indemnify, save and hold harmless JEDCO, its agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful contractor, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of JEDCO, its agents, and/or employees. The successful contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

Termination

JEDCO may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided JEDCO shall give the contractor written notice specifying the contractor's failure. If within ten (10) days after receipt of such notice, the contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the contractor in default and the contract shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the contractor shall give JEDCO written notice specifying JEDCO's failure.

JEDCO may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the JEDCO Board of Commissioners. If the Board of Commissioners fails to appropriate sufficient monies to provide for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of JEDCO's Board of Commissioners.

No Guarantee of Quantities

JEDCO does not guaranty that items listed in scope of work will provide a complete system. The contractor shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

Audit of Records

The monitoring and auditing of the contractor's records shall be allowed to JEDCO and any other appropriate entity.

EEOC and ADA Compliance

The contracting party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The contracting party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the contracting party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

Record Retention

The contractor shall maintain all records in relation to this contract for a period of at least ten (10) years.

Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by contractor in connection with the performance of the services contracted for herein shall become the property of JEDCO, and shall, upon request, be returned by contractor to JEDCO, at Contractor's expense, at termination or expiration of this contract.

Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the RFP and addenda (if any); and 3) the contractor's proposal.

Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of JEDCO's Board of Commissioners.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/ or contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Substitution of Personnel

JEDCO intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to JEDCO for approval prior to any personnel substitution. It shall be acknowledged by the contractor that every reasonable attempt shall be made to assign the personnel listed in the contractor's proposal.

Force Majeure

The contractor or JEDCO shall be exempted from performance under the contract for any period that the contractor or JEDCO is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the contractor or JEDCO has prudently and promptly acted to take any and all corrective steps that the contractor or JEDCO can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination for the contract.

Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and Jefferson Parish Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

Claims or Controversies

Contractor does, by signing a contract pursuant to this RFP with JEDCO, agrees that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II - SCOPE OF SERVICES

ILTAP loan closings will be on an as needed basis, Monday through Friday, and may include a combination or all of the following legal services:

1. *Notarial*
2. *Abstract/Title Search*
3. *Title insurance or Title Opinion*
4. *UCC-1 Lien Search and Filing*
5. *Preparation of Settlement Statement*
6. *Sale / Mortgage preparation and recordation*
7. *Mortgage Cancellation*
8. *Other Miscellaneous Loan documentation (i.e. Promissory Notes and Guarantees)*

Price Schedule

Proposer shall provide a detailed fee schedule and hourly rate for all services requested in the Scope of Services. Prices submitted shall be firm for the term of the contract.

Period of Agreement

The term of any contract resulting from this solicitation shall begin on (or about) _____ and shall terminate on 12/31/13.

Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

Location

All loan closings are to be performed at 700 Churchill Parkway, Avondale, LA, or at another location of JEDCO's choosing. All other services may be performed at a location deemed appropriate by the proposer.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ___ day of _____, 2012, by and between the Jefferson Parish Economic Development and Port District herein represented by its Executive Director, Lucien Gunter, (hereinafter referred to as "JEDCO"), and _____, a Louisiana business corporation, represented herein by _____, its duly authorized _____ (hereinafter referred to as the FIRM). JEDCO and FIRM may be referred to herein as "Party", individually, and "Parties", collectively.

I. Administration of Contract

All work shall be under the direction of JEDCO's Executive Director, hereinafter called the DIRECTOR, and all related activities and materials shall be submitted to JEDCO's Director of Financing, and all approvals and administration of this Agreement shall be through said Director.

II. Scope of Services/Deliverables

The selected FIRM will be required to furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily provide legal services to JEDCO for loan closing activities for the Louisiana Innovation Loan and Technical Assistance Program (ILTAP). During the term of this agreement, FIRM shall provide services as follows:

- *Notarial*
- *Abstract/Title Search*
- *Title insurance or Title Opinion*
- *UCC-1 Lien Search and Filing*
- *Preparation of Settlement Statement*
- *Sale / Mortgage preparation and recordation*
- *Mortgage Cancellation*
- *Other Miscellaneous Loan documentation (i.e. Promissory Notes and Guarantees)*

III. Records, Accounts and Reports

5.1 **Books and Records.** FIRM shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles in a form and method acceptable to JEDCO. FIRM shall permit JEDCO and JEDCO's agents from time-to-time to inspect copy and audit during FIRM'S normal business office hours the books and records pertaining to the services provided under this agreement. Any audit or inspection shall be by written notice from JEDCO to FIRM. JEDCO's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of JEDCO.

5.2 **Periodic and/or Annual Reports.** At any time, JEDCO may request that the FIRM, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles. The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

IV. Personnel

6.1 **Employees.** FIRM shall employ and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this agreement. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.

6.2 **Appropriate Personnel.** FIRM shall provide only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with JEDCO's employee policy. If JEDCO determines that any employee of the FIRM is unsatisfactory in any material respect, JEDCO may request FIRM to exclude the employee or employees from work under this contract.

6.3 **Non-Discrimination.** FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin.

V. Assignment

Neither JEDCO nor the FIRM shall assign, sell, transfer or otherwise convey any interest in this agreement, including any monies due or to become due to the FIRM under the contract, without the prior written consent of the other, nor without the consent of the surety unless the surety has waived its right to notice of assignment. Unless specifically stated to the contrary in any written consent, no assignment, sale, transfer, or conveyance will act as a release or discharge of a party from any duty or responsibility under this agreement.

VI. Use of Subcontractors

If the Firm intends to use the services of a subcontractor to meet the goals, objectives and strategies for each deliverable, the Firm shall:

- (a.) Not engage the services of any additional subcontractor without the prior written approval of JEDCO.
- (b.) Furthermore, the FIRM shall not substitute any subcontractor(s) without the written approval of JEDCO.

VII. Termination or Suspension

JEDCO may terminate this contract for cause based upon the failure of the FIRM to comply with the terms and/or conditions of the contract; provided that JEDCO shall give the FIRM written notice specifying the FIRM's failure. If within ten (10) days after receipt of such notice, the FIRM shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then JEDCO may, at its option, place the FIRM in default and the contract shall terminate on the date specified in such notice. The FIRM may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of JEDCO to comply with the terms and conditions of this contract; provided that the FIRM shall give JEDCO written notice specifying JEDCO's failure.

JEDCO may terminate this contract at any time by giving thirty (30) days written notice to the FIRM. After notice is given, the FIRM is entitled to payment for the deliverables in progress only up to the date notice is given.

VIII. Notice

Any communications to be given hereunder concerning this Professional Service Agreement by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

FIRM

Lucien Gunter
Executive Director
JEDCO
700 Churchill Parkway
Avondale, LA 70094

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

IX. Independent Contractor

While in the performance of services or carrying out the obligations under this agreement, FIRM shall be acting in the capacity of independent contractor and not as employee of JEDCO, and not as partner of, or joint venturer of JEDCO. JEDCO shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this agreement.

The parties hereto acknowledge and agree that JEDCO shall not:

- (a) withhold federal or state income taxes;
- (b) withhold federal social security tax (FICA);
- (c) pay federal or state unemployment taxes for the account of FIRM; or
- (d) pay workman's compensation insurance premiums for coverage for FIRM.

FIRM agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.

FIRM agrees to indemnify and hold JEDCO harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from JEDCO'S treatment of FIRM as an independent contractor. FIRM further agrees to reimburse JEDCO for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

X. Insurance

FIRM shall secure and maintain at its expense such insurance that will protect it, JEDCO and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to JEDCO and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to JEDCO, in writing, on all of the required coverage provided to JEDCO. JEDCO may examine the policies at any time and without notice.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE FIRM SHALL CONTAIN THE FOLLOWING CLAUSES:

1. FIRM insurers will have no right of recovery or subrogation against JEDCO, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. JEDCO shall be named as additional insured as regards to general liability with respect to negligence by FIRM.
 3. The insurance company(ies) issuing the policy or policies shall have no recourse against JEDCO for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.
- B. Prior to the execution of this agreement FIRM, shall provide at its own expense, proof of the following insurance coverage required by the contract to JEDCO by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A:VI.
1. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
 2. Lawyers Professional Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence.

All policies of insurance shall meet the requirements of JEDCO prior to the commencing of any work. JEDCO has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to JEDCO as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to JEDCO, FIRM shall promptly obtain a new policy, submit the same to JEDCO for approval and submit a certificate thereof as provided above.

Upon failure FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of JEDCO, may be forthwith declared suspended, discontinued or terminated. Failure of FIRM to take out and/or to maintain insurance shall not relieve FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of FIRM concerning indemnification.

XI. General

FIRM shall indemnify and hold harmless JEDCO against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this AGREEMENT.

Further, FIRM hereby agrees to indemnify JEDCO for all reasonable expenses and attorney's fees incurred by or imposed upon JEDCO in connection therewith for any loss, damage, injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by JEDCO in establishing the right to indemnity pursuant to the provisions of this section.

FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, JEDCO shall have the right to annul this contract without liability.

FIRM agrees to exercise its best judgment in the preparation and placing of all advertising and publicity for JEDCO with a view to avoiding any claims, proceedings or suits being made or instituted against you or ourselves. It is agreed, however, that JEDCO will indemnify the FIRM against any loss we may incur as the result of any claim, suit or proceeding made or brought against the Firm based upon any advertising or publicity which FIRM prepared for JEDCO based upon:

1. Assertions made for any of JEDCO's products or services, or any of the products or services of any of JEDCO's competitors in any advertising or publicity which FIRM prepares for JEDCO based on information JEDCO provides FIRM and which JEDCO approves in writing before its publication or broadcast unless due to FIRM's negligence; and/or
2. Any advertising element which is furnished by JEDCO to FIRM and which allegedly violates the personal or property rights of anyone.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of JEDCO, which shall not be unreasonably withheld, conditioned, or delayed.

This agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The FIRM hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

This agreement represents the entire Agreement between JEDCO and FIRM. This Agreement may only be amended in writing by authority of JEDCO and a Jefferson Parish Council Resolution, and must be signed by both JEDCO and FIRM. Should there be any conflict among contract documents, the RFP and the FIRM'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) the contract document;
- 2) Resolution # 105529;
- 3) Firm's written proposal

This agreement is executed in 4 originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES:

JEDCO

BY: _____

Lucien Gunter
Executive Director

WITNESSES:

FIRM

BY: _____

PROFESSIONAL SERVICES AGREEMENT - EXHIBIT A
LEGAL SERVICES SPECIFICATIONS

Jefferson Parish Economic Development Commission (JEDCO) is requesting proposals to furnish all necessary legal services for loan closings under the Louisiana Innovation Loan and Technical Assistance Program (ILTAP). Required services as follows:

- *Notarial*
- *Abstract/Title Search*
- *Title insurance or Title Opinion*
- *UCC-1 Lien Search and Filing*
- *Preparation of Settlement Statement*
- *Sale / Mortgage preparation and recordation*
- *Mortgage Cancellation*
- *Other Miscellaneous Loan documentation (i.e. Promissory Notes and Guarantees)*

Proposer shall provide a fee schedule and hourly rate for all requested services. Prices submitted shall be firm for the term of the contract.

Contract not to exceed \$50,000.

ILTAP – LEGAL SERVICES

RFP Scorecard

REVIEWER'S NAME _____

(THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100)

EXPERIENCE – MINIMUM 5 YEARS

Maximum Point Value for this Section – 60

- Commercial Lending Experience – 30 _____

- Government Lending Experience – 30 _____

Evaluator's Note:

LA STATE BAR ASSOCIATION LICENSE

Maximum Point Value for this Section - 10

Evaluator's Note:

INSURANCE COVERAGE –LAWYERS LIABILITY – \$1,000,000 PER OCCURRENCE

Maximum Point Value for this Section - 10

Evaluator's Note:

REFERENCES – MINIMUM OF THREE

Maximum Point Value for this Section - 10

Evaluator's Note:

JEFFERSON PARISH BASED BUSINESS

Maximum Point Value for this Section - 10

Evaluator's Note:

TOTAL SCORE

ADDITIONAL COMMENTS: