



ST. LOUIS
HOUSING
AUTHORITY

REQUEST FOR PROPOSALS

TO PROVIDE LEGAL SERVICES FOR THE ST. LOUIS HOUSING
AUTHORITY

Solicitation No. LG 25-03

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Issued: December 13, 2024

**EQUAL
OPPORTUNITY
EMPLOYER**

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REQUEST FOR PROPOSALS

Scope of Services: The St. Louis Housing Authority (SLHA) seeks proposals for qualified law firms to provide legal services to SLHA on an as needed basis. The purpose of this solicitation is to develop a pool of attorneys from which SLHA may choose to do business from time to time.

SLHA is a public housing authority and municipal corporation responsible for the operation and maintenance of approximately 1800 public housing units, as well as the administration of federal housing assistance to approximately 20,000 individuals through its Public Housing and Section 8/Housing Choice Voucher programs. SLHA employs approximately 120 individuals (including union and non-union staff).

Offerors are invited to submit proposals to provide litigation and transactional service(s) in one or more of the following practice areas: Labor & Employment; Employee Benefits; Tax; Landlord-Tenant; Construction; Government Contracting/Procurement; Real Estate; Affordable Housing Development; Public Financing; Torts; and Bankruptcy & Creditor's Rights.

SLHA anticipates contracting with multiple law firms via two-year contracts having three one-year renewal options. Contracts will be awarded to the most responsible offerors whose proposals are most advantageous to SLHA, with price and other factors considered as defined in the Evaluation and Selection Criteria in the Request for Proposals (RFP) packet.

PROPOSALS RECEIVED AFTER THE BELOW-STATED TIME AND DATE WILL NOT BE CONSIDERED.

Closing Date: Monday, January 13, 2025
Closing Time: 3:00 p.m. (CST)
Where: St. Louis Housing Authority
Attn: Procurement Manager
3520 Page Boulevard
St. Louis, MO 63106

Pre-proposal Meeting Information: Monday, January 6, 2025 at 11:00 a.m. (CST)

Please join meeting from your computer, tablet or smartphone.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 289 048 598 697

Passcode: r9Eg3Pp2

Dial in by phone

[+1 929-352-2216,,641364641#](#) United States, New York City

[Find a local number](#)

Phone conference ID: 641 364 641#

SLHA reserves the right to reject any and all proposals, to advertise for new proposals or proceed to accomplish the award by any means determined to be in the best interest of the SLHA.

The award will be funded by the U. S. Department of Housing and Urban Development (HUD) and administered by SLHA. HUD reserves the right to review and approve the contract documents and the firm selected by the SLHA.

Pursuant to established SLHA and HUD Affirmative Action and Equal Employment Opportunity goals, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the SLHA project are used when possible. It is the goal of SLHA that business participation shall be no less than 25% MBE and 5% WBE of the total contract(s) price and the workforce content be no less than 35% minority and 5% women.

ST. LOUIS HOUSING AUTHORITY

BY: Latasha Barnes
Executive Director/Contracting Officer

INSTRUCTIONS TO OFFERORS

1. Preparation of Offers

- A) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- B) Each offeror must provide the information requested at 4 (A), (B) and (C) below for each area of practice included in the offeror's proposal.
- C) The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the SLHA.
- D) Offers for services other than those specified will not be considered.

2. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it in writing ten (10) calendar days before the closing date. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

3. Amendments to Solicitations

- A) If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- B) Offerors shall acknowledge receipt of any amendments to this solicitation by:
 - (1) Signing and returning the amendment;
 - (2) Identifying the amendment number and date **on Page A-2, Section 10 of the Cover Sheet** for this purpose on the form for submitting an offer; or
 - (3) Letter or email.

The SLHA must receive the acknowledgement by the time specified for receipt of offers.

4. Proposal Requirements

All proposals must be submitted in the form prescribed by the SLHA in this Request for Proposal (RFP). **One (1) original and three (3) copies must be submitted.** Proposal forms must be signed by an individual authorized to execute contracts for the offeror in order to be accepted. **Failure to complete and submit any of the following could result in rejection of the proposal:**

- A) **Description of Experience.** For each practice area included in the proposal, provide a description of the firm's experience providing such legal services, as well as experience providing services for Public Housing Authorities. The statement should also include the experience of any sub-consultants the firm proposes to use in the performance of the contract activities.
- B) **Key Personnel.** For each practice area included in the proposal, provide a list of the firm's key personnel that will perform the work under the contract. Also include biographical sketches outlining the relevant experience and background of such personnel. If the firm plans to use sub-consultants to perform the work, similar information must be provided for each sub-consultant.
- C) **Cost to the Authority.** Each area of practice proposal must contain hourly rates for each classification of individuals who will be responsible for carrying out the statement of work proposed for this solicitation. Each form should clearly identify each member's hourly rate for services rendered under this contract. as well as any proposed reimbursable costs.
- D) **Solicitation Cover Sheet.** (Please note that all addenda, if any, must be acknowledged on the cover sheet.)
- E) **Representation Certifications and Other Statements of Offerors** (form HUD-5369-C)
- F) **SLHA Representation and Certification Form**
- G) **Debarment Certification** (form HUD-2992)
- H) **Certification of Payments to Influence Federal Transaction** (form HUD-50071)
- I) **Non-Collusive Affidavit**
- J) **Minority & Women Workforce Utilization and Content Forms**

5. Proposal Withdrawal

No proposal shall be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals without written consent of the SLHA.

6. Proposal Submission

- A) Four (4) bound and secured copies of proposals, one of which shall be clearly identified as containing documents with original signatures, must be submitted to the SLHA by **Monday, January 13, 2025 at 3:00 p.m. (CST)** without exception, at the following address to be eligible for consideration:

**St. Louis Housing Authority
Attn: Procurement Manager
3520 Page Boulevard
St. Louis, MO 63106**

- B) Once received by the SLHA, proposals will not be returned.
- C) To assure that your proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your proposal should be submitted in a sealed envelope or package and identified with the following label:

RESPONSE TO RFP
SUBMITTED BY:
TO PROVIDE: Legal Services for the St. Louis Housing Authority
SOLICITATION NO.: LG 25-03
DUE: January 13, 2025 3:00 p.m. (CST)

- D) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.
- E) Proposals received prior to the closing date and time will be securely kept, unopened.

7. Late Submissions, Modifications, and Withdrawal of Offers

- A) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it –
- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., a proposal due by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it was determined by the SLHA that the late receipt was due solely to mishandling by the SLHA after receipt at the SLHA;

- (3) Was sent by U.S. Postal Service Express Mail Next Day Service – Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U. S. Federal holidays; or
- (4) Is the only offer received.
- B) Any modification of an offer, except a modification resulting from the SLHA’s request for “best and final” offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (A) (1), (2) and (3) of this provision.
- C) A modification resulting from the SLHA’s request for “best and final” offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the SLHA after receipt at the SLHA.
- D) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Post Service postmark both on the envelope or wrapper and on the original receipt from the U. S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U. S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull’s eye postmark on both the receipt and the envelope wrapper.
- E) The only acceptable evidence to establish the time of receipt at the SLHA is the time/date stamp of SLHA on the offer wrapper or other documentary evidence of receipt maintained by the SLHA.
- F) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail Next Day Service-Post Office to Addressee” label and the postmark on both the envelope and wrapper and on the original receipt from the U. S. Postal Service. “Postmark” has the same meaning as defined in paragraph (C) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

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

8. Evaluation of Proposals

Within sixty (60) days after receipt of proposals, SLHA will complete a review of all qualifications.

- A) An initial review of all proposals submitted will be conducted to establish responsiveness or non-responsiveness according to the submission of required documents on the part of the offeror.

Upon establishment of responsiveness, the technical and price evaluation phase would begin. An internal Evaluation Team will be assigned to this project. Their responsibility is to: (1) thoroughly review each offeror's proposal, (2) rate each offeror's proposal by awarding a point value to each of the Evaluation and Selection Criteria.

Each respondent will ultimately end up with a score based upon the points assigned to the Evaluation Criteria by each team member. All individual criteria will be added to obtain a total score. At this point the SLHA may decide, at its sole discretion, to enter into negotiations with the highest rated offeror(s).

Should the SLHA deem it advisable to obtain additional clarification, offerors yielding clearly competitively high scores during the first phase evaluation **may** be invited to a technical question and answer conference to be held at a specific time and date scheduled by the Procurement Manager.

- B) The SLHA may, at its discretion, request any one or all offerors to make oral presentations. **Not all offerors may be asked to make such oral presentations.** If invited to participate, offerors will again be evaluated on the evaluation criteria based on their oral presentation.
- C) Each offeror is cautioned that it is their responsibility to address information related to the Evaluation Criteria outlined below, during any question and answer conference or oral presentation. The SLHA is under no obligation to solicit such information if it is not included within the offeror's presentation.
- D) The SLHA reserves the right to reject any or all of the persons, firms, or professional corporations submitting their qualifications when it is deemed to be in and for the best interest of the SLHA.

9. Responsibility of Prospective Contractor

- A) The SLHA will award a contract only to responsible offerors who are able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must –
- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
 - (2) Have a satisfactory performance record;
 - (3) Have a satisfactory record of integrity and business ethics;
 - (4) Have a satisfactory record of compliance with public policy (e.g. Equal Employment Opportunity); and
 - (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U. S. Government. Current lists of ineligible contractors are available for inspection at the SLHA/HUD.
- B) Before an offer is considered for award, the offeror may be requested by the SLHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

10. Negotiations with Selected Offeror

Once the evaluation process is complete, the SLHA will negotiate with the highest ranked offeror(s). The negotiations may include clarifying the specific scope of work, performance period, and proposed fees. SLHA may determine that it is in its best interest to re-solicit for these services.

11. Contract Award

The contract will be awarded to the most responsive and responsible firm(s), which is most advantageous to the SLHA, provided the proposal complies with all conditions of the Request for Proposal (RFP). The SLHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. The SLHA is prohibited from making an award to firms (including subcontractors) or any individuals that are on the list of firms ineligible to receive awards from the United States Government, as furnished by HUD.

12. Service of Protest

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

13. Notice of Award

All offerors will be notified by mail of the SLHA's selection as soon as possible. A successful offeror will be issued a Notice of Award. Within ten (10) business days, the offeror shall provide the following documentation

- 1) Proof of the appropriate insurance coverage:
 - a. Worker's Compensation & Employers Liability – Statutory Amount (Mandatory)
 - b. Comprehensive Automobile Liability for vehicles used
 - c. Professional Liability - \$1,000,000 each occurrence/\$1,000,000 Aggregate
- 2) Federal I. D. Number if not indicated or unreadable on the Business License
- 3) Evidence of the appropriate professional licenses as required
- 4) City of St. Louis Business License and Certificate of Corporate Good Standing

If the selected offeror fails to provide the required information, the Notice of Award is null and void. The SLHA may choose to award a contract to the next highest ranked offeror or the SLHA may choose to re-solicit for the service.

14. Engagement and Commencement of Work

Following execution of an Engagement Agreement by SLHA and a selected law firm, SLHA will issue Task Orders prior to the commencement of any work under the Engagement Agreement. Task orders will contain detailed descriptions of the services required to complete each job. The SLHA will not be liable for any costs incurred by offerors prior to the execution of a contract to render services to the SLHA.

Services may be provided in conjunction with the SLHA's General Counsel.

15. Addendum to Engagement Agreement

The United States Department of Housing and Urban Development (HUD) urges inclusion of the Addendum to Engagement Agreement (see Appendix A) in all legal services contracts executed and/or administered by public housing authorities unless no federally provided funds will be used to administer the contract.

16. Billing Guidelines

All billing statements must be prepared in accordance with the ***St. Louis Housing Authority Billing Guidelines for Legal Services*** (see Appendix B). Billing statements, which do not conform to the SLHA's billing guidelines for legal services, will not be honored. No payment will be made for services where billing statements are not prepared in accordance with the ***St. Louis Housing Authority Billing Guideline for Legal Services***.

17. Cost of Producing Proposal

All costs of producing proposal are the responsibility of the offeror. The SLHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiation with SLHA for any offeror.

SCOPE OF WORK

The SLHA anticipates entering into contracts with several different law firms which will serve on an as-needed basis. Offerors must designate in their proposals the area(s) of practice for which they are proposing to render services. A separate proposal shall be submitted for each area of practice for which the firm is proposing to offer services. We encourage you to ask any questions you may have regarding requirements or scope of work; however, responses will be issued in writing as an addendum to this booklet.

Area I – Labor & Employment/Employee Benefits

- A. Provide advice, as well as representation when necessary, regarding human resource matters, employee discharge or discipline, issues related to assignment, transfer or promotion, employee policies and procedures, employment compensation hearings, workers compensation claims, employment discrimination claims and equal employment hearings, Age Discrimination in Employment Act (ADEA), Americans with Disabilities Act (ADA), Employee Retirement Income Security Act (ERISA), Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA).
- B. Review of employee benefits contracts, including but not limited to pension plan documents, group annuity contracts, group medical insurance contracts, life insurance contracts and disability contracts.
- C. Provide advice, as well as representation when necessary, regarding labor negotiations and other matters related to labor unions

Area II – Tax Law

Provide advice on tax matters as requested. Such work will include, but may not be limited to, review of applicable statutes, regulations and letter rulings, and the preparation of opinion letters. Such work may also include assistance and training of SLHA personnel regarding 1099s, W-9s, B-Notices and tax withholding

Area III - Landlord-Tenant/Fair Housing/Low Income Housing/Municipal Housing Codes

Provide advice, as well as representation when necessary, in matters involving (but not necessarily limited to) U.S. Department of Housing and Urban Development (HUD) regulations and related procedures, municipal code violations, Public and Indian Housing and Section 8 Programs, landlord-tenant court (e.g. eviction cases), civil rights and fair housing, U.S. Housing Act of 1937 as amended, Fair Housing Act, Violence Against Women's Act (VAWA) and Americans with Disabilities Act (ADA).

Area IV – Construction Law/Government Contracting/Procurement

Provide advice, as well as representation when necessary, in connection with disputes arising out

of the bid process, disputes arising out of construction and architect/engineering contracts, disputes arising out of contracts between the SLHA and its vendors, contract default and termination, mechanic liens, issues related to Davis-Bacon Act, fair labor standards, prevailing wage, breach of contract and unjust enrichment, defects in construction, construction delays, issues related to compliance with plans and specifications, issues related to compliance with federal, state and local design/building regulations, environmental issues

Area V – Real Estate Law/Affordable Housing Development/Public Finance Transactions

- A. Provide advice, as well as representation when necessary, regarding real estate procedures, real estate financing, acquisition and/or disposition of real property, title work, eminent domain, review of utility easements, ground leases, 501c3 organization, real estate financing, loan documents.
- B. Provide advice, as well as representation when necessary, regarding HUD Disposition, Demolition and Development programs, rental housing development process, urban development issues, public housing redevelopment, development of real estate within an opportunity zone, low-income tax credits, historic rehabilitation tax credits, issues associated with mixed financed developments reaching the end of tax credit compliance period, declarations of trust and restrictive covenants, regulatory and operating agreements, development agreements, and documents utilized and required in connection with Rental Assistance Demonstration (RAD) transactions.
- C. Structure bond issues and financial transactions. Negotiate and prepare trust indentures, loan agreements, and other documents relating to bond issues. Render advice and analysis regarding relevant federal, State, or municipal laws and regulations. Prepare and render the approving legal opinion of bond counsel (including the opinion regarding tax exemption) and any necessary supplemental opinions. Coordinate and oversee the delivery of the Authority's bonds to the purchasers thereof, the satisfaction of all conditions precedent to closing, and the delivery of the proceeds of the bonds to the trustee, if any.

Area VI – Torts

Litigation of claims where the SLHA's insurance has denied coverage and defense. Work may include, but is not limited to, preparing pleadings, preparing and arguing motions, preparing and responding to discovery requests, and preparing for and attending a trial of the matter.

Area VII – Bankruptcy & Creditor's Rights

- A. Represent the SLHA's interest in bankruptcy proceedings regarding the dischargeability of debts by current or former public housing residents and Section 8 participants
- B. Represent the SLHA as a creditor in bankruptcy proceedings or foreclosures or other creditor-related adversary proceedings and contested matters.

EVALUATION AND SELECTION CRITERIA

1. Experience/Qualifications

The qualifications and experience of the firm to perform the tasks identified in the statement of work is weighted heavily in the evaluation process. A c c o r d i n g l y , each firm should submit detailed information regarding each area of practice for which the firm seeks consideration; related experience in dealing with PHA's and government agencies; special areas of practice; proof of good standing with the state bar; and AV rating. Litigation experience must include federal and state courts.

(0 to 70 points)

2. Cost to the Authority

The proposal must contain hourly rates for each classification of individuals who will be responsible for carrying out the statement of work proposed for this solicitation.

(0 to 20 points)

3. The level of commitment for MBE/WBE, Workforce Content

A good faith effort must be taken on the part of the offeror to comply with the MBE/WBE goals for the SLHA.

(0 to 10 points)

TOTAL 100 POSSIBLE POINTS

APPENDIX A

Addendum to Engagement Agreement

1. The St. Louis Housing Authority (“SLHA”) and [name of legal service individual or firm] Legal Service Personnel (LSP) engaged to provide professional legal services to the SLHA agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into the SLHA’s and LSP’s engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of the SLHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to the SLHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to SLHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to SLHA. HUD requires public housing authorities to provide HUD, GAO, or the officers and agents of HUD and GAO, with “full and free” access to all their books, documents, papers and records. See 24 CFR 85.42(e)(1).
4. SLHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP’s engagement. Such records constitute “PHA records” and are subject to section 3, above.
5. If HUD or SLHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that SLHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) SLHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to 24 CFR Part 24. a-35 6.
6. During the performance of this Agreement, LSP agrees as follows: (A) LSP will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. LSP will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. LSP agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. (B) LSP will, in all solicitations or advertisements for employees placed by or on behalf of LSP, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin. (C) LSP will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
7. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: [Enter date]

[Enter name of PHA Exec. Dir.]

[Enter name of LSP key **partner**]

APPENDIX B

St. Louis Housing Authority Billing Guidelines for Legal Services

1. General Requirements

- (a) **Responsibility for Billing:** The law firm billing partner is responsible for ensuring that billing statements submitted to the St. Louis Housing Authority (“SLHA”) contain only those fees and expenses that are reasonably necessary in obtaining the best results for the SLHA. It is the responsibility of the attorney actually in charge of a matter at the law firm to review each statement prior to submission to ensure the accuracy of the submitted hours and expenses. All law firm attorneys and paralegals are expected to be reasonable and responsible in all billing practices.
- (b) **Billing Rates:** Billing rates will be agreed upon in writing by the SLHA and the law firm before work commences.
- (c) **Billing Units:** Unless an alternative billing/fee structure has been agreed upon, time must be billed in units of one-tenth (0.10) of an hour.
- (d) **Multiple Attorneys:** The SLHA should be billed for representation of only one lawyer at any meeting, court hearing, deposition, client conference, presentation, or the like, or to research the same issue. When the law firm believes the participation of more than one lawyer is needed, the advanced approval of the SLHA must be obtained. The SLHA will not pay for the representation of more than one lawyer at any meeting, court hearing, deposition, client conference, mediation, arbitration, presentation, or to research the same issue unless the firm obtains the prior written consent of corporate counsel to the SLHA.
- (e) **Travel:** The SLHA may be charged at the regular agreed rate for work done for it while traveling. The SLHA will not pay for charges for travel time when no legal work is performed. SLHA will not pay mileage for local travel (within 50 mile radius of SLHA’s Central Office).
- (f) **Right to Audit Statements:** The law firm will permit the SLHA to audit, directly or through its agents, the firm’s accounts and records as reasonably necessary to justify the firm’s charges on any statements. The SLHA further reserves the right not to pay any statements for which outside counsel does not provide the proper documentation as required in these Guidelines.
- (g) **Other Requirements:** Statements should be consistent with the requirements of all sections of this document, and with any special arrangements made with the SLHA.

2. Billing Statements

- (a) **Statement Period:** Billing statements shall be submitted monthly to the St. Louis Housing Authority via email to SLHA's General Counsel unless other arrangements have been agreed upon.
- (b) **Timing of Bills:** Monthly billing statements should be received by the SLHA before the end of the succeeding month.
- (c) **Statement Format:**
- i. **Itemization of fees and expenses.** Unless an alternative billing/fee structure has been agreed upon, fees and expenses must be itemized by date, activity performed, amount of time per activity, and identity and billing rate of each individual attorney and paralegal.
 - ii. **Detailed description of task.** Unless an alternative billing/fee structure has been agreed upon Statements must provide sufficient detail to identify the nature of the work performed, the persons performing the work, and the length of time it took to perform each task. For example:
 - A billing entry detailing a conference (including a telephone conference) should identify both the individual(s) participating in the conference and the subject matter.
 - A billing entry detailing review of documents should identify the documents and the purpose of the review.
 - A billing entry detailing research should identify the subject matter of the research and its purpose.
 - A billing entry detailing trial, hearing or deposition preparation should specify the work performed as part of the preparation.
 - A billing entry detailing preparation of correspondence should identify the intended recipient of the correspondence and the subject matter.
 - iii. **No block billing.** Unless an alternative billing/fee structure has been agreed upon, each task must be accompanied by an indication of the time charged for that task. "Block" billing is not permitted. The SLHA will not pay for billing entries in the "block" format.
 - iv. **Preparation time.** Law firm staff should indicate the amount of time charged in preparation for attendance at hearings, conferences, depositions, etc. separately from the amount of time charged for attendance at the event.
 - v. **Administrative/clerical tasks.** The SLHA will not pay time charges for clerical or administrative tasks, such as time billed for filing documents, making photocopies, giving or receiving assignments, sending facsimiles, and the like.

vi. **Multiple matters.** Where more than one matter is covered by a single statement, the statement should have a summary sheet of the total for all matters billed that month, with a list of separate matter totals.

(d) **Final Statement and Post Closing/Post Trial Matters:** The SLHA must receive a final statement for a matter within 45 days after work on a matter is completed, e.g., the date of closing, date of execution of a contract, issuance of unappealed judgment, or execution of a settlement agreement. The final statement must include all costs and expenses incurred in such matter not previously billed. Outside counsel must not incur any additional costs or billable hours after submission of the final statement without the written approval of SLHA's General Counsel.

3. **Costs and Expenses**

The SLHA will reimburse the actual cost, excluding overhead or profit, for reasonable out-of-pocket expenses incurred by outside counsel in performing legal work. Except as otherwise agreed, such expenses include:

- filing and service of process fees;
- photocopy charges (max \$0.05/page);
- third-party messenger services;
- air freight/express mail deliveries;
- necessary and reasonable out-of-town travel expenses (more than 50 miles from SLHA's Central Office).

The law firm must provide a copy of receipts, invoices, or other documentation and explanation of expenses with the billing statement.

APPENDIX C

ATTACHMENT C-1

Must be completed and submitted with proposal

SOLICITATION COVER SHEET

INFORMATION TO OFFERORS OR BIDDERS SECTION A - COVER SHEET	1. Solicitation No. LG 25-03	2. REQUEST FOR PROPOSALS	
<u>INSTRUCTIONS</u>			
<p>Note the Affirmative Action Requirement of the Equal Opportunity Clause which may apply to the contract resulting from this solicitation. You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non-responsive to the terms of solicitations involving awards of contracts exceeding \$25,000.00 which are not exempt from the provisions of the Equal Opportunity Clause.</p>			
3. ISSUING OFFICE (complete mailing address, including zip code) St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106			
4. ITEMS/SERVICES TO BE PROCURED (brief description)	Legal Services		
5. ADDITIONAL INFORMATION a. All correspondence should contain the Offeror's plus 4 zip code. b. Offerors are requested to include their Federal Identification Number.			
6. POINT OF CONTACT FOR INFORMATION			
a. NAME (Last, First, Middle Initial)	b. ADDRESS (including zip code)	c. TELEPHONE NUMBER (including area code)	
Sparks, Erika N	St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106	(314) 286-4339	
7. REASONS FOR NO RESPONSE:			
8. MAILING LIST INFORMATION a. <input type="checkbox"/> Yes, We desire to be retained on the SLHA's mailing list for future procurements. b. <input type="checkbox"/> No, We do not wish to be retained on the SLHA's mailing list.			
9. RESPONDING FIRM:			
a. Company Name:	b. Address (include zip code & 4):		
c. Action Officer:	(2) Title:	(3) Signature	(4) Date Signed
(1) Typed or Printed Name (Last, First, Middle Initial)			

SOLICITATION, OFFER AND AWARD

OFFER (must be fully completed by offeror)

10. Offeror acknowledges receipt of amendment(s) Number(s): _____ Date(s): _____	
11. Name and Address of Offeror: _____ _____	12. Name & Title of Person authorized to Sign Offer (TYPE OR PRINT) _____ _____
13a. Telephone No. (include area code) _____ 13b. Facsimile No. (including area code) _____	14. Check <input type="checkbox"/> if remittance address is different from above - Enter such address in schedule _____
15. Signature _____	Offer Date: _____
AWARD (To be completed by Authority)	
16. Accepted as to items numbered: _____	17. Amount: _____
18. Submit invoices to: St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106	19. Contract Officer's Technical Representative: Name _____ Telephone # _____
20. Administered by: St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106	21. Payment will be made by: St. Louis Housing Authority 3520 Page Boulevard St. Louis, MO 63106
22. Name of Contracting Officer (Type or Print) _____	23. Signature of Contracting Officer: _____
24. Award Date: _____	

ATTACHMENT C-2

Must be completed and submitted with proposal

**REPRESENTATIONS, CERTIFICATIONS &
OTHER STATEMENT OF OFFERORS
(form HUD-5369-C)**

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

(3) take other remedy pursuant to the contract.

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor’s objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT C-3

Must be completed and submitted with proposal

**REPRESENTATION & CERTIFICATION
TO SLHA**

REPRESENTATIONS AND CERTIFICATIONS (SLHA)

The offeror makes the following representations and certifications as a part of the overall solicitation process. (Check appropriate boxes.)

AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that -

- (a) It has developed and has on file has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor 41 CFR 60-1 and 60-2; or
- (b) It has has not previously had contracts subject to the written affirmative action programs required of the rules and regulations of the Secretary of Labor.

DRUG-FREE WORKPLACE

- (a) Definitions. As used in this provision.

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free Workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under an Authority contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will:
 - (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will

- be taken against employees for such prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision:
 - (4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction:
 - (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and
 - (6) Within 30 days after receiving notice under subparagraph (a)(4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.
- (c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
 - (d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of

this provision, renders the offeror unqualified and ineligible for award.

- (e) In addition to other remedies available to the Authority, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States code, Section 1001.

The undersigned certifies to the foregoing statements contained herein.

Principal

Company

Date

ATTACHMENT C-4

Must be completed and submitted with proposal

**DEBARMENT CERTIFICATION
(form HUD-2992)**

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

ATTACHMENT C-5

Must be completed and submitted with proposal

**CERTIFICATION OF PAYMENTS TO
INFLUENCE FEDERAL TRANSACTION
(form HUD-50071)**

Certification of Payments to Influence Federal Transactions

Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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 undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

ATTACHMENT C-6

Must be completed and submitted with proposal

NON-COLLUSIVE AFFIDAVIT

ATTACHMENT C-7

Must be completed and submitted with proposal

**MINORITY & WOMEN'S
WORKFORCE UTILIZATION CONTENT**

INSTRUCTIONS FOR COMPLETION OF THE MBE/WBE AND WORKFORCE CONTENT FORMS AND AGREEMENT

These forms will be used to judge your participation in attaining the Authority goals of 25% Minority Business Enterprise participation, 5% Women Business Enterprise participation, 35% minority workforce content, and 5% female workforce content. Note: Female workers may only be designated under the "Female Employees" column, regardless of their ethnic basis. They may **not** be designated as both a female **and** a minority worker.

These forms may be duplicated by the contractor(s) as required.

Minority & Women Business Enterprise Utilization Form - Project Contractors & Subcontractors Information

General: It is the responsibility of the prime contractor to complete this form. Completion of the form is to reflect the level of involvement of MBE/WBE's **on this project**. Only certified MBE/WBE's are to be entered on this form.

Column 1 - Firm Name, Address & Phone Number

Enter the required information for the **prime** contractor first, followed by the required information for all subcontractors, regardless of their MBE/WBE status, that will be used on this project.

If neither the prime contractor nor any of the subcontractors are MBE or WBE, the prime contractor is to enter the required information for their firm in Column 1 followed by the statement "No MBE/WBE Participation" across the next three columns, then complete items A through E below, entering zero (0) in all areas.

Column 2 - MBE/WBE I. D. Number

For each entry in Column 1, enter the firm's MBE or WBE identification number; be sure this number is preceded by MBE or WBE. Identify, below the number, the certifying authority (ie: SLDC, MO DOT, IL DOT, Bi-State, Lambert Airport or any governmental agency that certifies M/WBEs). If the firm is not a MBE or WBE, enter N/A (Not Applicable).

Column 3 - Trade/Service or Material

For each entry in Column 1, enter a short title of the firm's business area (ie: Gen. Contractor, Electrical, Plumbing, etc.)

Column 4 - Contract Amount

For each entry in Column 1, **except for the prime contractor**, enter either the actual or projected amount of the subcontractor's contract. This is the amount that the prime

contractor used in the preparation of their bid or proposal.

The prime contractor is to enter the total bid or proposal price **less** the total value of all subcontracts entered on this form. (ie: the total "Contract Amount" column must equal the total of the bid or proposal).

After all the required information above has been entered, complete the form as follows:

- A] Add the Contract Amounts in Column 4 for each entity identified in Column 2 as a certified Minority Business Enterprise (MBE) and enter into the space provided for "Sub-total MBE Amount".
- B] Add the Contract Amounts in Column 4, for each entity identified in Column 2 as a certified Women's Business Enterprise (WBE) and enter into the space provided for "Sub-total WBE Amount".
- C] Add all of the Contract Amounts in Column 4 and enter the total into the space provided for "Total Contract/Bid/Proposal Amount". This total must equal your bid or proposal price.
- D] Divide "Sub-total MBE Amount" by "Total Contract/Bid/Proposal Amount" to derive the percent of MBE participation. Enter this whole percentage (do **not** round up) into the space provided - "% of Total".
- E] Divide "Sub-total WBE Amount" by "Total Contract/Bid/Proposal Amount" to derive the percent of WBE participation. Enter this whole percentage (do **not** round up) into the space provided - "% of Total".

NOTE: Supporting documentation (Business licenses, minority certifications, Federal ID numbers and Non-Collusive Affidavits) should follow this form.

Minority & Women Workforce Content Form - Project Contractors & Subcontractors Information

General: It is the responsibility of the prime contractor to complete this form. Completion of the form is to reflect the entire level of effort to be expended **on this project**.

Column 1 - Firm Name, Address & Phone Number

Enter the required information for the **prime** contractor first, followed by the required information for all subcontractors that will be used on this project.

Column 2 - Total Employees

For each entry in Column 1, enter the total employees that will be used **on this project**.

Column 3 - Minority Employees

For each entry in Column 2, enter the amount of those employees in Column 2 that are "minority" employees.

Column 4 - Female Employees

For each entry in Column 2, enter the amount of those employees in Column 2 that are females.

After all the required information above has been entered, complete the form as follows:

- A] Total the employees in Column 3 (Minority Employees) and enter into the space provided for "Sub-total Minority Employees".
- B] Total the employees in Column 4 (Female Employees) and enter into the space provided for "Sub-total Female Employees".
- C] Total the employees in Column 2 (Total Employees) and enter into the space provided for "Grand Total of Employees".
- D] Divide "Sub-total Minority Employees" by "Grand Total of Employees" to derive the percent of minority participation. Enter this whole percentage (do **not** round up) into the space provided - "% of Total".
- E] Divide "Sub-total Female Employees" by "Grand Total of Employees" to derive the percent of female participation. Enter this whole percentage (do **not** round up) into the space provided - "% of Total".

Agreement of Minority & Women Business Utilization and Minority & Women Workforce Content

General: It is the responsibility of the prime contractor to complete this form for their company and to obtain and countersign this form for each subcontractor identified on either the Minority & Women Workforce Content form and/or the Minority & Women Business Enterprise Utilization form. If any particular subcontractor is identified on both of the previously mentioned forms, only one Agreement form is required.

**AGREEMENT OF
MINORITY & WOMEN BUSINESS ENTERPRISE UTILIZATION
AND
MINORITY & WOMEN WORKFORCE CONTENT**

In Witness Whereof, Contractor/Consultant, having executed these agreements of Minority & Women Business Enterprise Utilization and Minority & Women Workforce Content, swears under oath and penalty of perjury and non-compliance that the information provided is true and accurate, and without deliberate omissions of any information pertinent to this document, or which would affect St. Louis Housing Authority's decision in awarding of this contract, this _____ of _____ 20__.

CONTRACTOR/CONSULTANT

MBE/WBE SUBCONTRACTOR

Signature

Signature

Title: _____

Title: _____

Date: _____

Date: _____

ST. LOUIS HOUSING AUTHORITY

Contract Compliance: _____ Verification Date:

Project Manager: _____ Verification Date:

WARNING: The funds which are subject hereof are administered by the Department of Housing and Urban Development, Section 1012 of Title 18 of the United States Code, which provide that "Whoever", with the intent to defraud....makes any false statement to or for such department shall be fined not more than one-thousand dollars (\$1,000.00) imprisoned not more than one year, or both."

**MINORITY & WOMEN
WORKFORCE CONTENT FORM**

PROJECT CONTRACTORS & SUBCONTRACTORS INFORMATION

FIRM NAME, ADDRESS & TELEPHONE NUMBER	TOTAL EMPLOYEES	MINORITY EMPLOYEES	FEMALE EMPLOYEES

Sub-total Minority Employees _____ % of Total _____ %

Sub-total Female Employees _____ % of Total _____ %

Grand Total of Employees

Affiant's Signature: _____

Affiant's Title: _____

Address: _____

Telephone Number: _____

Subscribed and sworn under oath to before me on this _____ day of _____, 20____.

My Commission expires:

NOTARY

**MINORITY & WOMEN BUSINESS ENTERPRISE
UTILIZATION FORM**

PROJECT CONTRACTORS & SUBCONTRACTORS INFORMATION

FIRM NAME, ADDRESS & TELEPHONE NUMBER	MBE/WBE I.D. NUMBER	TRADE SERVICE OR MATERIAL	CONTRACT AMOUNT

Sub-total MBE Amount \$ _____ % of Total _____ %

Sub-total WBE Amount \$ _____ % of Total _____ %

Total Contract/Bid/Proposal Amount \$ _____

Affiant's Signature: _____

Affiant's Title: _____

Address: _____

Telephone Number: _____

Subscribed and sworn under oath to before me on this _____ day of _____, 20____.

My Commission expires: _____

NOTARY

ATTACHMENT C-7

Must be completed and submitted with proposal

**COST TO THE AUTHORITY FORM FOR EACH
PRACTICE AREA**

COST TO THE AUTHORITY

Each area of practice proposal must contain hourly rates for each classification of individuals who will be responsible for carrying out the statement of work proposed for this solicitation.

AREA I – LABOR & EMPLOYMENT/EMPLOYEE BENEFITS

	<u>YEAR ONE (1)</u>	<u>YEAR TWO (2)</u>
A. Partner/Member	\$____ Per Hour	\$____ Per Hour
B. Associate	\$____ Per Hour	\$____ Per Hour
C. Paralegal	\$____ Per Hour	\$____ Per Hour

AREA II – TAX LAW

	<u>YEAR ONE (1)</u>	<u>YEAR TWO (2)</u>
A. Partner/Member	\$____ Per Hour	\$____ Per Hour
B. Associate	\$____ Per Hour	\$____ Per Hour
C. Paralegal	\$____ Per Hour	\$____ Per Hour

AREA III – LANDLORD-TENANT/FAIR HOUSING/LOW INCOME HOUSING/MUNICIPAL HOUSING CODES

	<u>YEAR ONE (1)</u>	<u>YEAR TWO (2)</u>
A. Partner/Member	\$____ Per Hour	\$____ Per Hour
B. Associate	\$____ Per Hour	\$____ Per Hour
C. Paralegal	\$____ Per Hour	\$____ Per Hour
D. Flat Fee Rent & Possession Case	\$_____	\$_____
E. Flat Fee Unlawful Detainer Case	\$_____	\$_____

AREA IV – CONSTRUCTION LAW/ GOVERNMENT CONTRACTING/PROCUREMENT

	<u>YEAR ONE (1)</u>	<u>YEAR TWO (2)</u>
A. Partner/Member	\$____ Per Hour	\$____ Per Hour
B. Associate	\$____ Per Hour	\$____ Per Hour
C. Paralegal	\$____ Per Hour	\$____ Per Hour

**AREA V – REAL ESTATE /AFFORDABLE HOUSING DEVELOPMENT/
PUBLIC FINANCE TRANSACTIONS**

	<u>YEAR ONE (1)</u>	<u>YEAR TWO (2)</u>
A. Partner/Member	\$____ Per Hour	\$____ Per Hour
B. Associate	\$____ Per Hour	\$____ Per Hour
C. Paralegal	\$____ Per Hour	\$____ Per Hour

AREA VI – TORTS

	<u>YEAR ONE (1)</u>	<u>YEAR TWO (2)</u>
A. Partner/Member	\$____ Per Hour	\$____ Per Hour
B. Associate	\$____ Per Hour	\$____ Per Hour
C. Paralegal	\$____ Per Hour	\$____ Per Hour

AREA VII – BANKRUPTCY & CREDITOR’S RIGHTS

	<u>YEAR ONE (1)</u>	<u>YEAR TWO (2)</u>
A. Partner/Member	\$____ Per Hour	\$____ Per Hour
B. Associate	\$____ Per Hour	\$____ Per Hour
C. Paralegal	\$____ Per Hour	\$____ Per Hour