

HOUSING AUTHORITY OF NEW ORLEANS

REQUEST FOR PROPOSALS

FOR

**AGENCY-WIDE GREEN PHYSICAL NEEDS ASSESSMENT
AND ENERGY AUDIT**

RFP NUMBER: 20-912-12

SUBMISSION DATE: MONDAY, MAY 18, 2020

2:00 P.M. CST

Issue Date: Monday, April 14, 2020

Prepared By:

**Housing Authority of New Orleans
Procurement and Contracts Department
4100 Touro Street
New Orleans, LA 70122**

**Evette Hester
Executive Director**

TABLE OF CONTENTS

Request for Proposals

Index of Submittal Documents

Instructions

- Instructions to Offerors HUD Form 5369-B
- Supplemental Instructions to Offerors

PART I – GENERAL BACKGROUND INFORMATION

- 1.1 Introduction/Background Information

PART II – SCOPE OF SERVICES

PART III – SUBMISSION REQUIREMENTS

- 3.1 Experience
- 3.2 Qualifications
- 3.3 Approach/Work Plan
- 3.4 Required Certifications
- 3.5 Fee Proposal

PART IV – PROCUREMENT PROCESS

- 4.1 Proposal Evaluation/Contract Award
- 4.2 Evaluation Criteria

Appendix A

- HUD Form 5370-C General Contract Conditions – Non-Construction Contracts, Section I
- Supplemental Conditions

Appendix B

- Contractor's Summary
- HUD Form 5369-C – Certifications and Representations of Offerors - Non-Construction Contracts
- Certification of Contractor Non-Exclusion
- Non-Collusive Affidavit
- Acknowledgement of Addenda
- Employee Verification Affidavit
- Fee Proposal Forms (A, B, and C)

Appendix C

- Green Physical Needs Assessment Unit Chart

**HOUSING AUTHORITY OF NEW ORLEANS
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The Housing Authority of New Orleans (HANO) is requesting sealed proposals from licensed, qualified professional consultants to perform a Green Physical Needs Assessment (GPNA) and Energy Audit. The (GPNA) and Energy Audit must be conducted in accordance with U.S. Department of Housing and Urban Development (HUD) required criteria.

Sealed responses to this solicitation will be received by the Housing Authority of New Orleans (HANO) in the Department of Procurement and Contracts until **2:00 p.m. CST on Monday, May 18, 2020**.

Deliver **four (4)** complete sets (one original clearly marked or stamped "original", and **three (3)** copies) of the required submittals, in a sealed envelope or box clearly marked with the words "**RFP Documents**", to the following address:

Audrey Plessy, Procurement Manager
Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street
New Orleans, Louisiana 70122

Place the following information on the outside of the envelope in the upper, left-hand corner when submitting proposal:

Company Name
Company Address
RFP Name and Number
Proposal Due Date and Time

Single copies of the RFP package may be downloaded from the HANO website at www.hano.org.

All responses submitted are subject to these Instructions and Supplemental Instructions to Offerors, General and Supplemental Conditions, and all other requirements contained herein, all of which are made a part of this Request for Proposals by reference.

The Housing Authority of New Orleans reserves the right to reject any or all proposals for just cause and to waive any informality in the submission process if it be in the public interest to do so.

HOUSING AUTHORITY OF NEW ORLEANS

**Evette Hester
Executive Director**

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INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents is provided to assist in completing a responsive submittal. The Index of Submittal Documents contains a listing of all required submittal items.

Please review this table, and submit with your proposal all documents that are checked as a "Required Submittal". Documents that are checked "Signature Required" must be properly executed. Documents that are checked "Notary/Corporate Seal Required" must be notarized and/or have a corporate seal affixed.

INDEX OF SUBMITTAL DOCUMENTS			
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/CORPORATE SEAL REQUIRED
Contractor's Summary	√	√	√
HUD-5369-C, Certifications and Representations of Offerors (Non-Construction Contract)	√	√	
Certification of Contractor Non-Exclusion	√		
Non-Collusive Affidavit	√	√	√
Acknowledgement of Addenda	√	√	
Written Proposal	√		
Fee Proposals (Part A, Part B and Part C)	√	√	

NOTE: ALL REQUIRED SUBMITTAL DOCUMENTS MUST BE SUBMITTED WITH THE PROPOSAL PACKAGE.

Instructions to Offerors Non-Construction

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



- 03291 -

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 shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

1. Submission of Proposals

Deliver **four (4)** complete sets of the required documents (one clearly marked or stamped "original", and **three (3)** copies) of the required submittals, in a **sealed** envelope or box clearly marked with the words "RFP Documents", to the following address:

**Housing Authority of New Orleans,
Department of Procurement and Contracts
Attn: Audrey Plessy, Procurement Manager
4100 Touro Street
New Orleans, Louisiana 70122**

2. Interpretations/Questions

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

**Housing Authority of New Orleans
Department of Procurement and Contracts
Attn: Dianne Wiltz-Hunley, Contract Administrator
4100 Touro Street
New Orleans, LA 70122
(504) 286-8224 (fax); (504) 670-3249 (phone)**

Questions may also be submitted via e-mail to dwiltz@hano.org

3. Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, HANO may wish to amend, add to, or delete from the contents of this RFP. In such situations, HANO will issue an addendum to the RFP setting forth the nature of the modification(s). All addenda will be posted on the HANO website. Hard copies may be faxed or mailed upon request.

4. Proposal Format

All proposals shall be submitted in 8 1/2 x 11 inch format and bound. All pages shall be numbered. Larger size pages or inserts may be used provided they fold to 8 1/2 x11-inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal, as documents are duplicated and distributed internally for review and evaluation by the Evaluation Committee. Proposals shall be organized and include all requirements outlined in Part III - Submission Requirements. The front cover shall bear the RFP

name and number, submission date, respondent's name, address, email address and phone number.

5. Submittal Forms

Provide, as a part of the proposal, all required certifications and forms, as listed on the Index of Submittal Documents page and included in Appendix B of this RFP. Documents that are checked "Signature Required" must be properly executed. Documents that are checked "Notary/Corporate Seal Required" must be notarized and/or have a corporate seal affixed.

6. Acceptance of Proposals

Proposals must be signed, sealed and received at the specified address in completed form, no later than the proposal submission time and date. Unsealed proposals will not be accepted. Proposals submitted after the designated date and hour will not be accepted for any reason and will be returned unopened to the originator. HANO reserves the right to accept or reject any or all proposals, to take exception to this RFP's specifications or to waive any formalities. Respondents may be excluded from further consideration for failure to fully comply with the specifications of this RFP.

HANO also reserves the right to reject the proposal of any respondent who has previously failed to perform properly or to complete on time, a contract of similar nature; who is not in a position to perform the contract; who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees; or who makes a misrepresentation in their response to this request or engages in unauthorized contact with HANO Staff, Board Members, Evaluation Committee Members, Residents, or Consultants.

7. Time for Reviewing Proposals

Proposals received prior to the due date and time will be securely kept, unopened. After the closing date, all proposals received are opened and evaluated in confidence. Proposals are not opened publicly. The Contracting Officer' authorized designee will decide the time to open and review proposals. Once submitted, proposals become the property of HANO.

8. Withdrawal of Proposals

Proposals may be withdrawn upon written request dispatched by the respondent in time for delivery during business hours prior to the time fixed for receipt; provided that written confirmation of withdrawal is from the authorized signature of the respondent, mailed and postmarked prior to the time set for proposal opening. Negligence on the part of the Respondent in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

9. Award of Contracts

Contracts shall be awarded to the respondent submitting proposals according to the evaluation criteria contained herein, provided the proposal is in the best interest of the Housing Authority (HANO). The selected respondent will be notified at the earliest practical date. Subsequent contract awards are subject to approval from the Housing Authority of New Orleans' Board of Commissioners, and /or the U.S. Department of Housing and Urban Development. No companies

or firms listed on the System for Award Management (SAM) Excluded Parties List of companies or firms ineligible to receive awards, will be considered.

10. Protest of Award

Any protest against the award of a contract agreement or purchase order based on a formal method of procurement, where the solicitation is advertised, must be received by the Manager of the Procurement and Contracts Department within three business days after notice of award, or the protest will not be considered. HANO shall issue a written decision to a properly filed protest within 15 business days of receipt.

11. Certification of Legal Entity

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

12. Louisiana Secretary of State

Prior to execution of a contract companies/firms must be registered to do business in the State of Louisiana and must be active and in good standing. To register, go to www.sos.la.gov.

13. Costs Borne by Respondent

All costs related to the preparation of responses to this RFP and any related activities are the responsibility of the respondent. HANO assumes no liability for any costs incurred by the respondent throughout the entire selection process.

14. Best Available Data

All information contained in this RFP is the best data available to HANO at that time. This information is provided to given in the RFP is not intended as representation of binding legal effect. This information is furnished to assist respondents in preparing a response; HANO assumes no liability for any errors or omissions.

15. Respondent Responsibilities

Each respondent is presumed by HANO to have thoroughly studied this RFP and become familiar with the Scope of Services, and all other information contained in this RFP. Failure to do so may be at the Respondent's own risk.

16. Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy, Section 1.6 - Public Access to Procurement Information, HUD Procurement Handbook for Public Housing Agencies, Section 1.6 - Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted in confidence in response to this RFP, not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

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PART I – GENERAL BACKGROUND INFORMATION

1.1 Introduction/ Background Information

The Housing Authority of New Orleans (HANO) is requesting sealed proposals from licensed, qualified professional consultants to perform a Green Physical Needs Assessment (GPNA) and Energy Audit. The (GPNA) and Energy Audit must be conducted in accordance with U.S. Department of Housing and Urban Development (HUD) required criteria.

HANO is a political subdivision of the State of Louisiana. Its mission is to provide decent, safe, and sanitary housing for low-income families. HANO receives funding from the U.S. Department of Housing and Urban Development (HUD) for the operation and modernization of low-income public housing owned by the Housing Authority.

HUD regulations require Public Housing Authorities (PHAs) to conduct a Physical Needs Assessment (PNA) and an Energy Audit (EA) of its properties every 5 years. In the near future, HUD is expected to require that the PNA be expanded to integrate with an energy audit, and it will be required to be performed using HUD's PNA tool software, also known as the "PNA tool." The software and user guide are currently available from the HUD Capital Fund web page: http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund/gpnatool.

As discussed later in this RFP under Section 4, Deliverables and Timeframe, the Contractor will be required to assist the HANO in successfully submitting the data to HUD. HUD does not provide software for conducting the EA. Instead, the EA must be performed in a format of the Contractor's choosing, in accordance with the requirements listed at 24 CFR Part 965.302. The results of the EA should be loaded into and included in the PNA in accordance with the HUD PNA user guide.

PART II – SCOPE OF SERVICES

The awarded contractor must follow the PNA protocol as outlined by HUD. The Contractor shall also utilize the PNA tool in the performance of their work, prepare data for submission to HUD using the "PNADATA@hud.gov" portal, and provide written report(s) as well as the completed PNA tool to HANO upon completion of the work., the selected Contractor must work with the HANO during setup of the "PNA tool" in order to obtain data that is necessary perform the work. Upon completion of the work, HANO will provide the data to HUD using the PNA software tool.

The contractor must possess all applicable State and local licenses to perform the required services.

1. General Overview

1.1. HANO hereby requests proposals from qualified firms and individuals to perform both a PNA and an EA in accordance with all current HUD regulations, the HUD PNA software ("tool"), forms, user guide, and other guidance as may be issued HUD from time to time.

1.2. The PNA and the EA will reflect 894 units in 26 projects from the HANO portfolio as identified in **EXHIBIT A** of this RFP. The projects in Appendix 1 that are the subject of the PNA and EA are to include both dwelling and non-dwelling spaces and buildings as well as roads and parking areas contained within each project.

1.3. Appendix 1 contains a list of all properties, by project, with date of construction, total number of units, and (separately) number of public housing Annual Contributions Contract (ACC) units, and including a listing of other community facilities to be included in the assessment.

1.4. Appendix 1 also identifies, if applicable, any mixed-finance properties that contain public housing ACC units that are to be included in the PNA.

1.5. The results of the PNA and EA will provide HANO with data to make both long- and short-term strategic decisions on its physical inventory and assist in obtaining financing.

2. Physical Needs Assessment (PNA) Scope of Work/Technical Specifications

The HANO is seeking proposals from qualified and licensed entities to provide the following detailed services:

2.1. General Requirements: *In accordance with the PNA User Guide, and the Public Housing and Modernization Standards Handbook 7485.2.* The Energy Audit and PNA will be conducted in accordance with 24 CFR 905.300, 24 CFR Part 965.302, and energy codes. The selected Contractor will provide a full range of services including evaluating the existing conditions of the housing stock based upon a representative sample selection of buildings, units, common areas, and other HANO physical facilities. The assessment will identify energy conservation measures and the cost-savings that result from implementing the measures, thereby reducing operating costs. All identified physical improvements will meet or exceed HUD mandatory standards, and those established by local and state health, safety, and building codes. At a minimum, the goal of the PNA is to identify and provide a description of all physical improvements that will be required to bring the property back to a level comparable with "as-built," to the degree reasonably possible based on available components and building age. The effort should provide the HANO with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be in a format suitable for HUD reporting requirements.

2.1.1. Generally, identify deficient conditions, such as those that result from deferred maintenance, and building and life safety code noncompliance or obsolescence issues.

2.1.2. Perform interviews and review existing property documentation with knowledgeable HANO staff, including building plans, building histories, prior assessments and energy audits, maintenance records, and Real Estate Assessment Center (REAC) scores of each development.

2.1.3. Identify all development components that will be part of the assessment.

2.1.4. Establish a methodology that will sample multiple like-kind buildings, and common areas such as lobbies, corridors, and community facilities.

2.1.5. Establish a plan to inspect the following:

- 10 percent of apartment interiors.
- 10 percent of scattered site units.
- 100 percent of common areas.

The HUD PNA tool provides a general list of potential components to be assessed. Generally components to be assessed are those for which replacement represents a significant capital cost eligible for funding from the HUD Capital Fund grant received by the PHA. The HUD list is not all inclusive and may not include significant components that will need assessment.

2.1.6. Perform walkthrough assessment/inspections of each development and other HANO properties to ascertain the condition of the property; immediate critical and non-critical needs; general code compliance; expected repair, replacement, and major refurbishment needs; and total estimated cost to complete such items. The assessor will record the data on the HUD PNA approved data collection forms for the following: site, building exterior, building systems, unit, and common areas.

2.1.7. Identify work necessary to comply with federal, state, and local requirements and codes, such as elimination of asbestos/lead and new energy code compliance.

2.1.8. The assessor will provide and record an estimate of Expected Useful Life (EUL) for each individual component and will provide a source for EUL in general.

2.1.9. The assessor will provide and record a replacement unit cost for each individual component and for a total of those components. (E.g., per window and per window times all similar windows.)

2.1.10. Identify work items needed and costs for implementation to make selected units accessible and usable by the handicapped as required by Section 504 of the Rehabilitation Act of 1973. This will include costs to retrofit a specific number of dwelling units to meet Section 504 requirements for persons with disabilities. Each area that is designated as part of Section 504 or Americans with Disabilities Act (ADA) requirements will be inspected to ensure that the components are functioning according to their purpose. *(Note: A regulatory compliance review is not required for these units or areas; only a functionality and EUL assessment is needed.)*

2.1.11. Identify energy conservation measures and review energy audit reports to incorporate energy audit recommendations into the PNA. Evaluate options for increased energy efficiency.

2.1.12. The intent of the assessment is to perform a full evaluation based on visual observation of accessible areas. The assessor is not expected to perform destructive or forensic testing (opening wall cavities, cutting pipes, etc.) or to enter confined spaces. No destructive testing is to take place without prior written approval of the housing authority.

2.1.13. Any deficiencies identified that could have an impact on health and safety will be brought to the attention of the HANO immediately by written and verbal notification as a matter of ensuring the safety of residents and housing authority personnel.

2.1.14. The selected Contractor will develop a Comprehensive Costing Library. Professional/certified cost estimating utilizing "R.S. Means" construction costing is preferred. Building a comprehensive cost and EUL component library is vital to using the HUD PNA Tool. The comprehensive cost and EUL component library must contain descriptions and reference information.

2.1.15. Provide a detailed report for the HANO development that details the assessment data. The selected Contractor will detail quantity and cost estimates to accomplish each work item, a total for each project, and a grand total to accomplish all needed physical improvements. *General work category (e.g., Kitchens, Bedrooms) costing without specific work item costing is unacceptable.* Provide individual cost tables and digital photographs to document notable conditions at each property. The Contractor shall show a line-item prioritization. The work shall include a review of any prior plans, recommendations, and a detailed report on items completed in the interim. The major part of the work consists of a thorough assessment of noted property, leading to a prioritized list of recommended improvements, plus a detailed physical database. Included is the identification of work that may be recommended to improve long-term viability, such as change in physical configurations, comprehensive revitalization with total demolition, and/or disposition. All data will be entered into the HUD PNA tool, sufficient to produce a 20-year cost projection of needs for each capital component.

2.1.16. The PNA will require the use of a HUD tool that can be found at the following HUD website address:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund/gpnatool.

The work performed by the Contractor under this solicitation must be in compliance with the proposed regulations as known at the time of this solicitation. Contractors shall ensure that data collected under this solicitation include all information required under the proposed rule and are sufficient to enter into the PNA tool. The Contractor shall include in its price all costs to complete the HUD PNA tool, as required. This rule revises HUD's energy audit requirements applicable to the Public Housing program for the purpose of clarifying such requirements, as well as identifying energy-efficient measures that need to be addressed in the audit and procedures for improved coordination with physical needs assessments.

2.2. Phases of Work: Work shall consist of three phases:

2.2.1. Pre-Assessment—focuses primarily on preparing for the assessment, as well as collecting and recording development data and utilizing architectural plan measurements and count data.

2.2.2. Assessment—focuses on helping you to identify all building components, including quantities of each present component; establish remaining useful life (RUL); and determine eligibility and cost of component refurbishment or replacement.

2.2.3. Post-Assessment—focuses on establishing industry-standard parallels through collection, review, data input, and report production.

2.3. Steps of Work: The steps involved include, but are not limited to:

2.3.1. Develop a detailed survey scope and survey methodology, pertinent to the collection of all assessment data and the information required to develop the database.

2.3.2. Survey existing physical conditions at the development, including but not limited to: the roofs, envelopes, windows, landscaping, streets/parking areas, sidewalks, etc.; the building interiors, including all finishes, fixtures, materials, and equipment; all common areas, including halls, lobbies, stairwells, etc.; crawl spaces, utility tunnels, etc.; and all mechanical, electrical, plumbing, and air conditioning systems, etc.

2.3.3. Interview resident representatives and maintenance and management staff; collect and record all relevant data.

2.3.4. Based on information gathered in the steps above, analyze the condition of all systems and components at the development and identify all capital improvements or modernization necessary.

2.3.5. Provide cost estimates for each item of recommended improvement, including units and unit prices where applicable.

2.3.6. Employ quantitative units in building the database wherever possible.

2.3.7. Review the HANO's most recently available PNA to verify which items were completed and which items remain to be completed.

2.3.8. Prioritize each work item. There should be at least five (5) categories of priority, ranging from emergency, through urgent, to long-range.

2.3.9. To allow for future updates and modifications by the housing authority, the Contractor shall provide the entire plan in an electronic database format to facilitate the future updating of the facilities condition evaluations.

2.4. PNA Report: Upon completion of the inspections, the selected Contractor will provide a report to HANO in narrative and spreadsheet forms that meets the HANO requirements, in both paper and electronic format. This requirement also includes the XML report to be generated from the PNA tool for submission to HUD. The draft report will contain the PNA results, including ECMs from energy audits, and will be submitted to HANO for review and comments.

The report of the PNA shall include:

2.4.1. An introductory background section, summarizing the prior PNA and history; the past capital improvements; the assessment procedures, assumptions, and methods; the prioritizing system and approach; the cost-estimating methods and assumptions; and an explanation of and reference to the cost-estimating guide proposed.

2.4.2. A separate HUD Form 52828, Physical Needs Assessment, for each asset management property/development assessed. Attach to each report color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components and mechanical systems. Include a section for the development that gives general information and descriptions of the development.

2.4.3. A listing of each issue of deficiency, by priority, giving at a minimum the system (HVAC, site, unit interior, etc.), a brief description of the problem, a brief recommendation, and a cost estimate.

2.4.4. An attachment that includes an overall listing of the recommended work items by priority, a copy of the survey form, and a listing of all the systems, components and subcomponents, and entry codes used in the database.

2.4.5. An Executive Summary summarizing major findings and recommendations plus any other major issues, including any repair items that immediately impact health and safety such as code violations; regulatory compliance issues such as relocation planning, asbestos-containing materials, lead-based paint, and environmental issues; or systematic problems. Also describe any Section 504 work items, energy conservation measures, and any environmental hazard (asbestos/lead-based paint) items.

3. Energy Audit Scope of Work/Technical Specifications

Pursuant to 24 CFR 965.302, HANO is required to complete an energy audit for each HANO-owned project under management not less than once every 5 years.

3.1. General Requirements:

The Energy Audit will be conducted in accordance with 24 CFR Part 965 and energy codes. The selected Contractor will provide a full range of services including evaluating the existing conditions of the housing stock on the basis of a physical inspection of a representative sample. (Note: The Contractor will be expected to inspect a sample size comparable to that for the PNA described above; the inspected areas for purposes of the energy audit may be, but are not required to be, the same as those inspected for the PNA.) The assessment will identify water and energy conservation measures and the cost-savings that result from implementing the measures. All identified physical improvements will meet or exceed HUD mandatory standards and those established by local and state health, safety, and building codes. The Contractor shall enter the data into the PNA tool for each ECM considered sufficient to include the ECM as an alternate item on the cost projection and to calculate a simple payback for each considered ECM. Data fields required for each ECM are the general specification of the ECM, its cost, its estimated useful life, its estimated annual water/energy consumption, the utility rate applicable to the ECM, and the water/energy consumption of the component to be replaced by the ECM if applicable.

3.2. Scope of Services:

Pursuant to 24 CFR 965.302, the HANO is required not less than once every 5 years to conduct an energy audit. Specifically, the noted CFR states that each PHA:

"shall complete an energy audit for each PHA-owned project under management, not less than once every five years. Standards for energy audits shall be equivalent to State standards for energy audits. Energy audits shall analyze all of the energy conservation measures, and the payback period for these measures, that are pertinent to the type of buildings and equipment operated by the PHA."

The Contractor shall perform an energy audit comparable to the standard established by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Level II.

3.2.1. The objectives of the audits are to identify energy conservation measures (ECMs), to determine costs to implement each ECM, and to calculate the cost-savings that result from implementing the measures. Additionally, the audit should identify any compliance, health, or safety issues related to energy improvements. Each development will require conduct of a non-investment-grade energy audit and a report. HUD has published a proposed energy audit rule in the Federal Register (Public Housing Energy Audits, dated 11/17/2011) that provides standards that the Contractor shall use in the conduct of the energy audit. The Contractor shall also comply with The Public Housing Modernization Standards Handbook, 7485.2 REV-1, dated February 4, 1985, and with the HUD Energy Conservation for Housing—A Workbook, January 1998.

3.3. The selected Contractor shall conduct an energy audit for each measure. The following items are specifically included:

3.3.1. The Contractor shall analyze the utility bills (list utilities used by the PHA) provided by the PHA for the three (3) most recent years for all common areas (PHA paid) and units (to the extent available). The analysis shall identify trends of consumption against a benchmark(s) to support the Contractor's prioritization recommendations for actions such as implementing ECMs, maintenance activities, and/or resident education.

3.3.2. The energy walkthrough survey must include Core ECMs, which have a proven track record at reducing energy and water consumption. The Core ECMs include items related to building envelopes (e.g., insulation); heating, cooling, and other mechanical systems; water conservation; power, lighting systems, and controls (e.g., CFL); and appliances (e.g., ENERGY STAR).

3.3.3. Review of all available building plans, specifications, product literature, and test and balance data to quantify building and equipment design criteria, parameters, and sizes. The review should also include architectural, mechanical, and electrical drawings and specifications for housing developments, administrative offices, and other buildings and identify whether any energy conservation measures or energy-saving equipment is in use.

3.3.4. Collection of climatological data for the local area, to correlate energy usage to weather conditions.

3.3.5. Interviews of selected property, maintenance, and modernization personnel and residents to determine problem areas and concerns.

3.4. Advanced ECMs, which include advance, experimental, or difficult improvement items such as fuel conversion, conservation technologies (energy management systems), energy-

generating technologies, and renewable energy systems (solar, geothermal), may be considered for supplemental feasibility study outside the scope of this contract.

3.5. The following tests are not required under the HUD standard and are included here as add options. (Delete paragraphs that do not apply.)

****Blower door/duct leakage testing on a sample dwelling unit at each development in order to determine air-sealing requirements. The tester must be HERS Energy Rater certified or equivalent. Equipment must be calibrated within 12 months of blower door test. Evidence of calibrated equipment may be requested.

****Carbon monoxide and gas leak detection on all units inspected that have natural gas or propane appliances/equipment.

****Thermal imaging tests on problem areas that are not accessible with visual inspection.

****Property surveys at various times during the day and night, or days of the week, to identify patterns of variable usage.

3.6. Report Documentation or Report Preparation:

The Contractor shall develop a comprehensive Energy Audit Report for each housing development and submit to the HANO. This report shall contain:

3.6.1. A summary of energy conservation measures studied and those recommended for implementation, by development.

3.6.2. A detailed description of each energy conservation measure, the cost to implement, the estimated annual savings that must result, and the average simple payback.

3.6.3. All energy-savings opportunities ranked according to their payback, by Project, starting with the quickest and ending with the longest payback.

3.6.4. Recommendations as to the order in which the recommended energy-savings opportunities should be implemented in order to provide the HANO with a master plan of action.

3.6.5. Presentation of the interrelationships of the various energy conservation measures in a project so that the HANO understands the impact that implementing each measure has upon the other proposed measures.

3.6.6. All backup engineering calculations, so that the Energy Audit Report can be readily updated each year to reflect changes in the cost of energy or the cost to implement the energy-savings measures.

4. Deliverables and Timeframe

4.1. The Contractor shall deliver the following, not later than 120 days from the effective date of the contract:

4.1.1. A briefing, at a time, date, and place determined by HANO, reflecting an overview of the Contractor's findings based on the completed PNA and EA. At a minimum, the Contractor shall address the overall condition of each project listed in Appendix 1 and review the HUD PNA report to be submitted to HUD.

4.1.2. A full, bound hard copy of the results of the PNA and EA. This includes a separate report prepared for each development that includes a discussion of all building systems, photographs of representative interiors and systems, and a table showing immediate repairs and life-cycle component replacement.

4.1.3. A copy of the PNA tool with all of the HANO PIC Data, Inspections, Master Cost Library, Replacement Needs, Refurbishment Needs, Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.

4.1.4. A demonstration of technical assistance to HANO staff regarding submission of the required reports to HUD, including the PNA and future annual updates. The Contractor shall provide no less than 2 hours of training to PHA staff to instruct them in the use of the PNA tool for ongoing management and annual updating.

4.1.5. This shall include the preparation of the initial XML submission (generated within the tool) and detailed instructions for how the PHA shall submit it to HUD, in accordance with HUD requirements at the time the submission is due. The Contractor shall also provide instructions or references to the procedure for applying annual updates for submission to HUD.

4.1.6. The Contractor will continue to provide HANO staff with technical assistance until they are able to successfully submit the completed PNA file, which must be validated by HUD as a successful submission.

Two (2) hard copies of each aforementioned item shall be submitted, as well as one (1) electronic copy submitted in either MS Excel or MS Word format on a "flash" or "thumbnail" drive or compact disc (CD). These documents/devices shall be the sole property of the HANO. The Contractor shall not provide the documents produced for HANO under this contract to any other party unless approved in writing by the Contracting Officer.

4.2. Time Completion Plan/Schedule (TCP/S): Offerors shall establish in the TCP/S the schedules/milestones shown below for the deliverables identified. In developing the schedule of milestones, the Contractor shall provide for thirty (30) calendar days for the HANO to review, coordinate, and comment on draft deliverables.

Deliverables	Timeframes/Milestones
Physical Needs Assessment (PNA) – Draft Version	Within ninety (90) days after the effective date of the Notice To Proceed (NTP)
Energy Audit – Draft Version	Within ninety (90) days after the effective date of the NTP
Physical Needs Assessment (PNA) – Final Version	Within thirty (30) days after receipt of comments on the "Draft Version" of the PNA

Energy Audit – Final Version	Within thirty (30) days after receipt of comments on the “Draft Version” of the Energy Audit
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4.3. All reports are to be sent to:

HOUSING AUTHORITY OF NEW ORLEANS
 Guy Barcelona, Development and Modernization Department
 4100 Touro Street
 New Orleans, LA 70122

PART III – SUBMISSION REQUIREMENTS

Listed below are the sections that must be included in your proposal. The proposal should reflect the objectives outlined in the Scope of Services. Each section must be clearly labeled using the bold-faced titles listed below, and shall be assembled in the order described below.

The proposal must be bound and each section labeled. Proposals must be organized and indexed using the subheadings as follows:

3.1 Staffing and Qualifications

- Provide a brief history of your firm including information regarding number of years in business, type of expertise and ownership structure. Include an organizational chart that illustrates your firm’s staffing plan to complete the scope of services. Identify key positions, personnel, specialists, etc. who will be employed to work under this contract indicating their specific role in the provision of services. Include the past experience and qualifications of each staff personnel demonstrating their capacity to perform their assigned services.
- Provide a copy of your State and local license(s) that demonstrate your qualifications to provide and perform and Physical Needs Assessment and Energy Audit as described in the Scope of Services. Specifically, provide a copy of your firm’s certification (“energy auditor,” “certified energy auditor,” “certified energy manager,” “HERS Rater”) from a state or national energy auditing certifying agency.

(Acceptable certifications include those provided by the American Association of Energy Auditors (AEE), the Building Performance Institute (BPI), and the Residential Energy Services Network (RESNET)).

3.2 Knowledge and Relevant Experience

- Provide in writing your firm’s knowledge and relevant experience in performing physical needs assessments and/or energy audits. Detail your experience with public housing agencies where a physical needs assessments and energy audit has been performed.

- Provide written documentation of at least 5 years of experience performing physical property inspections and a sample cost estimate. Demonstrate your knowledge of applicable multifamily building standards and codes, and energy-efficiency practices.

3.3 Approach to the Scope of Services

- In narrative format, describe in detail your approach to complete the services outlined in the RFP. Include a proposed timeline to complete the work.

3.4 Fee Proposal (Fee Proposal Form must be submitted in a separate sealed envelope)

Complete the fee proposal forms, Part A, B, and C, in the format as prescribed in (APPENDIX B). Identify all personnel, hourly rates, and the number of hour proposed to work under this engagement. In addition, identify proposed overhead and profit, travel (if necessary), and other costs that may be associated with the provision of the requested services.

3.5 Required Certifications

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

- Contractor's Summary
- HUD Form 5369-C – Certifications and Representations of Offerors - Non-Construction Contracts
- Certification of Contractor Non-Exclusion
- Non-Collusive Affidavit
- Acknowledgement of Addenda
- Employee Verification Affidavit
- Fee Proposal Forms (Part A, B and C)

PART IV – PROCUREMENT PROCESS

4.1 Proposal Evaluation/Contract Award

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

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

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

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

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

HANO will award contracts resulting from this solicitation to the responsible offerors whose offers, conforming to the solicitation, will be most advantageous, price and other technical factors specified herein considered. HANO reserves the right to make contract awards without negotiations, and to make no award or decline to enter into negotiations should it believe that no Contractor to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. HANO further reserves the right to forego Stage II of the evaluation process and enter into negotiations based on the results of Stage I of the evaluation process. Should HANO exercise its right to make contract award without negotiations or to forego Stage II of the evaluation process, contract award will be based on initial proposals received.

4.2 Evaluation Criteria

Evaluation Criteria

Staffing and Qualifications	35 Points
Knowledge and Relevant Experience	35 Points
Approach/Work Plan	30 Points

Total Possible Points	100 Points
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APPENDIX A

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$105,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 988.105) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights In Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
AGENCY-WIDE GREEN PHYSICAL NEEDS ASSESSMENT
AND ENERGY AUDIT
RFP #20-912-12**

SUPPLEMENTAL CONDITIONS

The following supplements modify the "General Conditions for Non-Construction Contracts Section I and II," form HUD-5370-C:

Contract Type

The contract to be awarded shall be a fixed price contract, where the awarded Contractor will provide HANO with the required services, as identified in the Scope of Services, pending HUD Funding.

Contract Period

The contract period shall be 150 days upon issue of a Notice to Proceed.

Reimbursable Expenses

Reimbursable expenses will be paid in addition to the hourly rates paid for travel services, if required, and are for actual expenses incurred by the Contractor in connection with the provision of services.

Specifically, if reimbursable expenses are required for flight, hotel, mode transportation and per diem, the rate shall not exceed the current U.S. General Services Administration (GSA) Schedule of Rates. All reimbursable expenses, if required, must be approved by HANO prior to incurring the cost. Refer to www.gsa.gov for rates.

Overtime Hours

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

Invoicing

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

Payments

All vendors should submit invoices to the Finance Department on or before the days listed below. All vendor invoices are due on the 1st or 15th of the month. Invoice payments are as follows:

- *Invoices received on the 16th of the current month thru the 1st day of the next month will be paid on the 1st of the following month.*
- **Example: An invoice received on August 27th will be processed commencing September 1st and paid on October 1st.**
- *Invoices received on the 2nd of the current month thru the 15th of the current month will be paid on the 15th of the following month.*
- **Example: An invoice received on August 4th will be processed commencing August 15th and paid on September 15th.**

Insurance

Prior to commencement of the contract, the awarded contractor shall furnish a Certificate of Insurance in duplicate, with The Housing Authority of New Orleans Project Name and Number stated on the Certificates and submit prior to the beginning of operations. Coverage and amounts below are minimum requirements and do not establish limits to the Contractor's liability. The insurance carriers used by the contractor must be authorized to do business in the State of Louisiana and the insurance provided will cover all operations under the contract, whether performed by the contractor or by subcontractors. Other coverage and higher limits may be provided at the Contractor's own expense.

Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

- Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Louisiana
- Commercial Liability Insurance (primary and umbrella) or equivalent with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. The Housing Authority of New Orleans is to be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from the Services.
- Automobile Liability Insurance (Primary and Umbrella) for motor vehicles (owned, non-owned and hired) used in connection with the services to be performed, shall be covered with Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The Housing Authority of New Orleans is to be named as an additional insured on a primary non-contributory basis.
- Professional Liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.00 per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of services under the contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

The Contractor shall be required to furnish the Housing Authority of New Orleans' Department of Procurement and Contracts original Certificates of Insurance evidencing the required coverage to be in force on the date of the contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this contract or extensions thereof. The receipt of any certificate does not constitute agreement by HANO that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements. The insurance policies shall provide for sixty (60) days prior written notice to be given to HANO in the event coverage is substantially decreased, canceled or non-renewed.

The Contractor shall require all subcontractors to carry the insurance required herein, or the Respondent may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

The Contractor agrees and shall require each subcontractor to agree that insurers shall waive their rights of subrogation against the Housing Authority of New Orleans.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the Housing Authority of New Orleans shall apply in excess of and not contribute with insurance provided by the Contractor under the Contract.

The Housing Authority of New Orleans, its Board Members, officers, employees and agents are each to be named as an "Additional Insured" on all liability insurance.

TERMINATION FOR CONVENIENCE AND DEFAULT

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

ORGANIZATIONAL CONFLICTS OF INTEREST

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

REQUEST FOR TAXPAYER NUMBER AND CERTIFICATION (W-9)

Upon award of the contract, the contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the Authority.

INDEMNIFICATION

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

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

ASSIGNMENT

The successful Contractor shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from

this RFP, or any of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of the HANO.

PERSONNEL

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

CERTIFICATION OF LEGAL ENTITY

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

PUBLIC ACCESS TO PROCUREMENT INFORMATION/CONFIDENTIALITY

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy, Section 1.6 - Public Access to Procurement Information, HUD Procurement Handbook for Public Housing Agencies, Section 1.6 - Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted in confidence in response to this RFP, not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

BEST AVAILABLE DATA

All information contained in this RFP is the best data available to HANO at the time the RFP was prepared. The information given in the RFP is not intended as representations having binding legal effect. This information is furnished for the convenience of contractors and HANO assumes no liability for any errors or omissions.

COMPLIANCE REPORTING

The awarded Contractor shall be responsible for submitting regular reports detailing their compliance with the conditions of this contract in the format prescribed by and at the intervals required by HANO.

RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS

Assessment materials generated as a result of performing the Scope of Services contained in this contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of The Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information

regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the contract without the express written permission of The Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of and grounds for immediate termination of the contract.

ETHICS POLICY

The selected Contractor shall abide by the applicable provisions of the Housing Authority of New Orleans' Ethics Policy and State of Louisiana Ethics Code.

THIRD PARTY CLAIMS ON SOFTWARE

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

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

CONTRACTUAL OBLIGATIONS

At any time, should the proposed services require the use of products or services of another company, such services shall be disclosed, and HANO will hold the selected Contractor responsible for the proposed services.

CONTRACTOR STATUS

The successful Contractor is an independent consultant, and will not be an employee of HANO.

ADVERTISING

In submitting a proposal, the successful Contractor agrees not to use the results from it as a part of any commercial advertising. HANO does not permit firms to advertise or promote the fact of their relationship with HANO in the course of marketing efforts, unless HANO specifically agrees otherwise.

MEDIA RELATIONS

The successful Contractor shall not make public comment on HANO matters without the express written approval from HANO. All media inquiries shall be referred to the Executive Director and Director of Communications.

APPENDIX B

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
AGENCY-WIDE GREEN PHYSICAL NEEDS ASSESSMENT
AND ENERGY AUDIT
RFP #20-912-12**

CONTRACTOR'S SUMMARY

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

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

(Bidder's Name)

By: _____
(Signature)

(Printed or Typed Name)

Title: _____

Date: _____

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

Address: _____

City, State, Zip: _____

Telephone No.: _____

Email: _____

Taxpayer I.D. No.: _____

(Affix Corporate Seal)

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

Subscribed and sworn to

(Notary Public)

(Seal)

before me this _____ day of

_____, 20_____

My Commission expires: _____

Date Contractor Signed: _____

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/86)

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 86.38, and those requirements set forth in Executive Order 11825 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The forms 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 enter 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/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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)

- Black Americans
- Asian Pacific Americans
- Hispanic Americans
- Asian Indian Americans
- Native Americans
- Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
AGENCY-WIDE GREEN PHYSICAL NEEDS ASSESSMENT
AND ENERGY AUDIT
RFP #20-912-12**

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

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

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

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

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

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

The five-year prohibition shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of LA R.S. Title 38, Chapter 10 – Public Contracts.

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

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

(Printed Name)

(Date)

(Signature)

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
AGENCY-WIDE GREEN PHYSICAL NEEDS ASSESSMENT
AND ENERGY AUDIT
RFP #20-912-12**

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder/Offeror)

State of _____

City/County of _____

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

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

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

Signature of

Offeror, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and Sworn to before me

This _____ day of _____ 2018

Notary Public

My Commission Expires _____

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
AGENCY-WIDE GREEN PHYSICAL NEEDS ASSESSMENT
AND ENERGY AUDIT
RFP #20-912-12**

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Number: _____ Date Received: _____

(Respondents Name)

(Signature)

(Printed or Typed Name)

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
CONSULTANT TO PROVIDE A STRATEGIC PLANNING PROCESS
AND FACILITATION SERVICES**

RFP #20-915-07

EMPLOYEE VERIFICATION AFFIDAVIT

(Employer)

STATE OF _____

CITY/COUNTY OF _____

I, _____ Being duly sworn, attests and says that:
(Authorized Signatory)

_____ a private organization,
(Name of Private Company/Employer)

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

Signature of

(Authorized Signatory)

(Printed Name/Title of Authorized Signatory)

Sworn to and Subscribed before me:

This _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
AGENCY-WIDE GREEN PHYSICAL NEEDS ASSESSMENT
AND ENERGY AUDIT
RFP #20-912-12**

COST PROPOSAL

The contractor shall propose a firm fixed fee for all work performed under this RFP. The fee will be broken down to reflect the fee for the PNA, Energy Audit, and total fee as reflected herein. The resulting contract is anticipated to be a fixed price contract for services. (Refer to Part III –Submission Requirements – 3.4 Fee Proposal and the Supplemental Conditions).

The fee breakdown shall be inclusive of all costs, including but not limited to labor, material, supplies, and other costs. The fee shall be broken down by the component parts as follows:

PNA COST PROPOSAL:

TOTAL COST \$ _____

ENERGY AUDIT COST PROPOSAL:

TOTAL COST \$ _____

PHYSICAL NEEDS ASSESSMENT and
ENERGY ASSESSMENT:

GRAND TOTAL \$ _____

Firm/Company Name

Firm's Authorized Representative/Title

Signature

Date

APPENDIX C

GPNA Housing Stock to be Assessed

Development/Property Name	Amp #	Year Completed	Total Res Buildings per Property	Building Mix					Total Units per Property	Total ACC Units per Property	Bedroom Mix								
				Detached/Semi Detached	Row Dwelling	Walk-Up	Elevator	Non-Dwelling			0	1	2	3	4	5			
Guste																			
Guste I	LA001015401	2007	25		25			0	82	67			32	35					
Guste II	LA001015402	2012	8	8				0	16	16				16					
Guste III *portion placed in service 2017	LA001015403	2017	28	27				1	0	113	83		5	49	29				
Fischer																			
Fischer Senior Village	LA001062101	2005	13			13		1	100	100		91	9						
Fischer I	LA001071601	2007	10	10				0	20	9			1	4	4				
Fischer III	LA001072602	2007	54	42	12			1	103	68			3	40	25				
Fischer IV	LA001016603	2012	80	90				0	80	10			5	5					
Fischer IVA	LA001016604	2012	23	16				0	23	16				10	6				
Downtown Scattered Sites	LA00109903	1968	8			8		0	29	29			4	21	4				
920 N Miro			1						3	3									
1124-30 N Tontl			1						4	4									
1112-14 N Rocheblave			1						2	2									
4319 Chartres			1						4	4									
Miro - Allen			4						16	16									
1866-72 N Miro (Miro-Allen)																			
1874-80 N Miro (Miro-Allen)																			
1821-27 Galvez (Miro-Allen)																			
2114-20 Allen (Miro-Allen)																			
Uptown Scattered Sites	LA00109904	1968	13	1		12		0	40	40			11	27	2				
517-19 Robert			1						2	2									
3810-24 Annunciation			2						8	8									
3811-13 Constance			1						2	2									
4235 Tchoupitoulas			1						6	6									
1223 St Mary			1						8	8									
1423-25-27-29 Terpsichore			1						4	4									
1470 Constance (a.k.a. 1468-70)			1						4	4									
3318 Danneel			1						4	4									
3121-23 Gravier			1						2	2									
Westbank Scattered Sites	LA00109905	2005	10	10				0	16	16				9	7				
Hendee Homes																			
Other																			
Florida	LA001022804	2017	26	26				0	52	52		6	26	20					
Heritage	LA001008710	2013	5	4				1	0	120	36		33	3					
Lafitte Senior	LA001005711	2017	1					1	0	100	30		30						
Totals			304	234	37	33	3	2	894	641	0	165	143	216	42	6			