

**HOUSING AUTHORITY OF NEW ORLEANS**

**REQUEST FOR PROPOSALS**

**FOR**

**ON-CALL LEGAL SERVICES**

**RFP NUMBER: 21-906-16**

**SUBMISSION DATE: THURSDAY, MARCH 18, 2021**

**2:00 P.M. CST**

**Issue Date: Tuesday, February 23, 2021**

**Prepared By:**

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

**Evette Hester  
Executive Director**

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FOR  
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It is the intent of the Housing Authority of New Orleans (HANO) to enter into an agreement with one or more qualified law firms to provide On Call Legal Services on behalf of HANO at fixed hourly fees. HANO has many opportunities for law firms to be significantly engaged in providing high quality legal services to HANO during the term of the contracts. HANO's legal work is challenging and serves as an integral part of providing safe, decent, and affordable housing to low-income residents of New Orleans.

HANO's Legal Department will serve as the "Client Contact" for all services rendered in connection with the contract(s) resulting from this RFP. All direction, assignments, communications, approvals, etc. will originate from the General Counsel in accordance with the terms included herein.

HANO is a quasi-political subdivision, established pursuant to the laws of the State of Louisiana and administers federal housing programs for lower income families.

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 Thursday, March 18, 2021.**

Deliver six (6) complete sets (one original clearly marked or stamped "original", and five (5) copies) of the required submittals, in a **sealed** envelope or box clearly marked with the words "**RFP Documents**", to the Department of Procurement and Contracts at the following address:

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

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

Company Name  
Company Address  
RFP Name and Number  
Date and Time responses are due

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, waive any formalities in the submission process, and negotiate and enter into an agreement with a Firm(s) if it is the best interest of the housing authority (HANO).

**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.

<b>INDEX OF SUBMITTAL DOCUMENTS</b>			
<b>DOCUMENT</b>	<b>REQUIRED SUBMITTAL</b>	<b>SIGNATURE REQUIRED</b>	<b>NOTARY/CORPORATE SEAL REQUIRED</b>
Contractor's Summary	√	√	√
HUD-5369-C, Certifications and Representations of Offerors (Non-Construction)	√	√	
Non-Collusive Affidavit	√	√	√
Certification of Contractor Non-Exclusion	√	√	
Acknowledgement of Addenda	√	√	
E-Verify Affidavit	√	√	
Section 3 Employment Action Plan	√	√	
Section 3 Training Action Plan	√	√	
Contracting Action Plan for Section 3/DBE/WBE	√	√	
List of Core Employees	√	√	
Statement of Understanding	√	√	√
Fee Proposal	√	√	
Written Proposal (in accordance with Part III – submission requirements)	√		

**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 initiated 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 **six (6) complete sets** (one original clearly marked or stamped "original", and five (5) copies) of the required submittals, in a **sealed** envelope or box clearly marked with the words "RFP Documents", to the Department of Procurement and Contracts at the following address:

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

**2. Interpretations/Questions**

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

Housing Authority of 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](mailto: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 emailed to the list of pre-qualified Developers and posted on the HANO website. Hard copies may be faxed or mailed upon request.

**4. Proposals**

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 proposal, 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, Offeror'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 date and time. 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 submissions, to take exception to this RFP's specifications or to waive any formalities. Offerors 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 Offeror 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's authorized designee will decide the time to open and review proposals. Once submitted, proposal become the property of HANO.

## **8. Withdrawal of Proposals**

Proposals may be withdrawn upon written request dispatched by the Offeror 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 Offeror, mailed and postmarked prior to the time set for proposal opening. Negligence on the part of the Offeror in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

## **9. Selection of Offerors**

Offerors shall be selected in accordance with the evaluation criteria contained herein, provided the proposal is in the best interest of the housing authority (HANO). The selected Developer(s) 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 (3) 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 fifteen (15) business days of receipt.

**11. Certification of Legal Entity**

Prior to execution of a contract agreement 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 agreement, 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](http://www.sos.la.gov).

**13. Costs Borne by Offeror**

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

**14. Best Available Data**

All information contained in this RFP is the best data available to 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 Offerors in preparing a response; HANO assumes no liability for any errors or omissions.

**15. Contact with HANO Staff, Board Members, Evaluation Committee, Residents and Consultants**

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

**14. Offeror Responsibilities**

Each Offeror 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 Offeror's own risk.

**15. 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.

[THIS SECTION LEFT BLANK INTENTIONALLY]

**HOUSING AUTHORITY OF NEW ORLEANS  
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FOR  
ON-CALL LEGAL SERVICES  
RFP #21-906-16**

**PART I – INTRODUCTION**

It is the intent of the Housing Authority of New Orleans (HANO) to enter into an agreement with one or more qualified law firms to provide On Call Legal Services on behalf of HANO at fixed hourly fees. HANO has many opportunities for law firms to be significantly engaged in providing high quality legal services to HANO during the term of the contracts. HANO's legal work is challenging and serves as an integral part of providing safe, decent, and affordable housing to low-income residents of New Orleans.

HANO's Legal Department will serve as the "Client Contact" for all services rendered in connection with the contract(s) resulting from this RFP. All direction, assignments, communications, approvals, etc. will originate from the General Counsel in accordance with the terms included herein.

HANO is a quasi-political subdivision, established pursuant to the laws of the State of Louisiana and administers federal housing programs for lower income families.

HANO is seeking the services of one or more qualified law firm(s) to provide general civil On-Call Legal Services on behalf of HANO with a particular attention to the following areas of practice: Real Estate law, which shall focus on representing HANO in all phases of various real estate transactions, including but not limited to drafting, reviewing, and/or analyze documents for closing, tax credit entities, and special purpose vehicles, as well as representing HANO in negotiations related to closings, tax credit entities, special purpose vehicles and/or in appearances before courts, administrative judges or boards; General Civil and Criminal law, which shall focus on the expeditious resolution of all pending cases involving HANO and the representation of HANO in all aspects of these cases; Contract and Procurement law, which shall focus the procurement of services and supplies for the Housing Authority including, but not limited to, construction, architect/engineering, professional, general services, supplies, etc., and procurement issues surrounding the U.S. Department of Housing and Urban Development (HUD) regulatory advice, solicitation procedures, bid protests and related matters; Labor and Employment law, which shall focus on employment issues, policies and procedures, state civil service rules, wrongful termination, harassment claims, discrimination claims, Americans with Disability Act and related employment/contractor issues, as well as Tort Defense which may include general premises liability, toxic tort defense, and other related matters.

The above description is illustrative. Additional responsibilities related to HANO's legal needs may, at time, be required in addition to the above description.

HANO also seeks representation for three (3) pending class actions/putative class actions that have been ongoing for many years involving multiple defendants. The suits involve environmental class actions filed in Civil District Court. One suit concerns alleged lead poisoning at HANO public housing developments, another involves alleged damages due to emotional distress and diminution of property values relative to housing built on or near a former municipal landfill site, and the last involves allegations of damages due to mold exposure at HANO properties. The other class action is filed in federal court and involves 1983 claims and fair housing claims for former

public housing residents displaced by Katrina. The suits are Casey Billieson vs. City Of New Orleans et. al., CDC # 94-19231, John Johnson vs. Orleans Parish School Board et. al., CDC# 93-14333, and Janice Claiborne vs. HANO et. al., CDC# 01-20605.

All areas of practice will involve transactional, litigation, and general advice legal services. The successful respondent will work under the direction of HANO's General Counsel and must be a member in good standing of the Louisiana Bar Association, possess a minimum of 10 years of litigation experience, and have Professional Liability Insurance.

The proposal shall demonstrate the respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with HANO. In addition, the proposal shall include evidence of the respondent's previous experience and qualifications relative to the provision of such services.

It is anticipated that successful negotiations will lead to the execution of one or more labor-hour type written contracts where the contractors will provide legal services on an on-call basis at specified fixed hourly rates. It is further anticipated that the resulting contracts will be subject to the terms and conditions provided in HUD Form 5370-C, Section 1, General Contract Conditions Non-Construction, and Supplemental Conditions contained in Appendix A. Such contract agreement may be contingent upon approval from the U.S. Department of Housing and Urban Development (HUD).

## **PART II – SCOPE OF SERVICES**

The successful respondent shall perform and carry out in a satisfactory and proper manner, and as approved by HANO, all legal services necessary to provide prospective legal advice and retrospective litigation in all fields of civil law, including but not limited to the fields of Contract and Procurement, Labor and Employment, Premises Liability/Tort Defense and/or class actions to be assigned by HANO's General Counsel. For the purpose of this RFP, necessary legal services shall include, but not be limited to, the following:

- Conduct legal research
- Prepare legal briefs, memoranda, and pleadings
- Make court appearances
- Represent HANO, its commissioners, officers and employees before Federal, State, and local administrative agencies and courts
- Record statements and conduct depositions in preparation for trials
- Provide technical legal advice and assistance
- Provide written legal opinions
- Provide other legal services as deemed necessary by HANO
- Provide status reports on cases and/or issues on a monthly basis and as requested by HANO
- Provide monthly billing in time increments based on a minimum of 10 minute intervals and provide documentation of expenses by the 20<sup>th</sup> of each month
- Conduct an analysis of HANO's potential exposure on each case assigned within a 6 months of assignment of case.
- Develop litigation management plans as required and approved by HANO
  - Include budget
  - Include litigation strategy

- Submit for HANO's review, in a format approved by HANO, a Short Form Report and Settlement Proposal for each case assigned
- Provide HANO with copies of all communications, notes, memoranda, research, reports, court filings, and discovery responses in connection with each case assigned
- Meet as necessary with representatives of the In-House Legal Department
- Be available, upon sufficient advance notice, when requested by HANO to appear before the Board of Commissioners of HANO to discuss or answer questions which may arise relative to the material being presented for discussion
- Maintain records of the tasks performed in accordance with HANO's requirements
- Review contract documents
- Review of local, state, and/or federal legislation or administrative rules

In addition, the successful respondent shall undertake all functions essential for the proper representation of HANO, including all necessary legal work in connection with any appeal(s) from rulings, judgments, or orders of the trial court or any appellate court.

### **PART III – SUBMISSION REQUIREMENTS**

Listed below are the sections that must be included in your proposal. Each section must be clearly labeled using the bold-faced titles 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 Submission of Proposals and Table of Contents**

##### **1. Submission of Proposals**

Deliver **six (6)** complete sets (one original clearly marked or stamped "original", and **five (5)** copies) of the required submittals, in a **sealed** envelope or box clearly marked with the words "**RFP Documents**", to the Department of Procurement and Contracts at the following address:

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

##### **2. Table of Contents**

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

### **3.2 Knowledge and Experience in Specific Practice Area**

Offerors shall provide a narrative describing their knowledge of the proposed services and activities to be performed relative to the Scope of Services. Include a detailed description of their experience in the provision of legal services as identified in the scope of services.

Specifically, provide detailed information in the areas in which the Offeror has specialized, if any. Describe five of the most recent significant matters litigated, and provide citations if the cases reported. Provide a capsule summary of the substance of each case, and a succinct statement for each case. Identify the party or parties represented, and fully describe the nature of the Offeror's participation in the litigation and final disposition of the case. For each case listed provide the following:

- Name of the court and presiding judge
- Name and address(s) of counsel for the other party or parties

Provide a description of three assignments best illustrating the Offeror's current qualifications relevant to the practice areas in which you are proposing to provide services requested in this RFP, including samples of work product (opinions/analysis) and/or testimony.

### **3.3 Staffing and Attorney Qualifications**

1. Describe the size, history and other pertinent information of the Offeror's firm. Provide an organizational chart that illustrates the overall staffing approach for completing the services and a description of your secretarial and paralegal staff. Also, include a description of your office space, access to libraries, computer systems, and computerized legal research capabilities.
2. Provide attorney profiles/resumes for each person that might be assigned to perform services under this contract. Profiles/resumes shall include all of the appropriate qualifications and experience of each assigned staff member, applicable certifications, licenses, and/or other accreditations, and must also include the following:
  - Name and address of each college and law school attended, include dates of attendance and degrees awarded (provide reason if attended, but did not receive degree)
  - List of courts and administrative bodies where admitted to practice; provide date(s) of admission
  - Chronology of law practice and experience (if served as a law clerk, provide the name of the judge, court, dates; if managed own practice, provide address and dates of practice)
  - List of continuing legal education courses/seminars attended and/or taught for the past three years (do not include seminars or courses lasting less than two days)
3. Offerors shall describe their overall capacity to perform the Scope of Services immediately upon execution of a contract with HANO.

### 3.4 Research Methods

Describe in narrative format your capacity to perform the legal research necessary to successfully perform services under this contract. In your description, include any new approaches and technology that may be employed when conducting the research.

### 3.5 Experience Representing Government Entity

Provide detailed information representing legal matters for any government entity, if applicable.

### 3.6 References

Provide name, address, phone number and email address of five (5) references that have used the services of your firm. The references must address the Offeror's experience in the areas of practice of Contracts and Procurement, Labor and Employment, Premises Liability/Tort Defense and class actions.

### 3.7 Employment, Training and Contracting Plans

HANO strongly encourages Offerors to develop creative responses to this RFP whereby joint ventures, partnerships, and other team approaches to meet the requirements of the Employment, Training and Contracting Policy in the delivery of the services.

Submit Employment, Contracting, and Training forms as required. The level of participation will be evaluated through an assessment of the action plans submitted. Consideration will be given to those Offerors that detail their efforts to meet and/or exceed DBE, WBE, and Section 3 business enterprise contracting, and Section 3 resident employment and training requirements as outlined in the RFP. If applicable, Offerors should provide data on previous levels of participation on past projects.

### 3.8 Fee Proposal

Include a fee proposal and schedule that identifies the reasonable hourly fee for legal services and representation that might be required for work under the contract resulting from the RFP. The fee schedule shall include all professional services and all administrative costs. Offerors will not be reimbursed for general overhead. Actual out-of-pocket costs such as travel, long distance, outside printing expenses, and similar costs may be reimbursed in accordance with the Supplemental Conditions. The proposal shall include a fee schedule containing hourly rates of all staff that may be assigned work under the contract resulting from this RFP, as follows:

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

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

### **3.9 Disclosure Statement**

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

### **3.10 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-5369-C, Certifications and Representations of Offerors (Non-Construction)
- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- Acknowledgement of Addenda
- Fee Proposal
- Employment, Training and Contracting Policy
  - Section 3 Employment Action Plan
  - Section 3 Training Action Plan
  - Contracting Action Plan for Section 3 DBE/WBE
  - List of Core Employees
  - Statement of Understanding

## **PART IV PROCUREMENT PROCESS**

### **4.1 Proposal Evaluation/Contract Award**

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

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. 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 respondents on in the competitive range. Respondents not included in the competitive range will not proceed to Stage II of the evaluation process. The purpose of the presentations/interviews is to provide the Evaluation Committee 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 respondent to this RFQ 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 respondents 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.

#### **4.2 Evaluation Criteria**

##### **Evaluation Criteria**

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Submission of Proposal and Table of Contents	5 Points
Knowledge and Experience in Specific Area of Practice	30 Points
Staffing and Attorney Qualifications	30 Points
Research Methods	10 Points
Experience with Government Entities	10 Points
Employment and Contracting Action Plan	15 Points

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**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. 1/31/2017)

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 addressees.

**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 \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 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 there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor 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 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

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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  
ON-CALL LEGAL SERVICES  
RFP #21-906-16**

**SUPPLEMENTAL CONDITIONS**

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

**CONTRACT TYPE**

It is anticipated that the contract(s) resulting from this RFP will be an indefinite quantity type contract(s), to provide legal services on behalf of HANO, on an on-call basis, with no minimum guarantee assignment of work. HANO reserves the right to assign work under this contract, in accordance with its needs, to the contracted firm who it believes will provide the most benefit to the Authority.

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

If the dollar value of the contract meets or exceeds the Threshold amount of \$100,000.00, the Employment, Training and Contracting Policy shall apply.

**TASK ORDERS**

Work shall be assigned through the issuance of task orders. Each task order will be assigned to the firm determined to be best suited to perform the scope of the task. The estimated cost shall be based on the contracted fee schedule. Task orders issued shall serve as the Notice to Proceed. The estimated timeframe for completion of each task order shall be indicated in each task order. All task Orders placed prior to, but not completed by the expiration of the contract must be completed in accordance with all provisions of the contract still in force.

HANO reserves the right to assign work under this contract, in accordance with its needs, to the contracted attorney/firm whom it believes will provide the most benefit to the Authority.

**TERM OF CONTRACT/OPTION PERIODS**

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

**REIMBURSABLE EXPENSES**

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

Reimbursable expenses for travel and lodging shall be paid in accordance with the current U.S. General Services Administration (GSA) Schedule of Rates, if required and approved by HANO. Refer to [www.gsa.gov](http://www.gsa.gov).

## 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. The invoice shall provide an invoice number, service date, Purchase Order number, Task Order number, a description of services provided, and the name/title of employee(s) who rendered the services. Invoices shall be submitted on the Firm's own invoice.

## PAYMENTS

All vendors should submit invoices to the Finance Department with a copy to the Legal Department on or before the days listed below. All vendor invoices are due on the 1<sup>st</sup> or 15<sup>th</sup> of the month. Invoice payments are as follows:

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

## INSURANCE

Prior to commencement of the Contract resulting from this solicitation, the Offeror shall procure and maintain at all times and at Contractor's own expense, the types of insurance specified below. The insurance carriers used by the Offeror must be authorized to do business in the State of Louisiana, and the insurance provided shall cover all operations under the contract, whether performed by the Offeror or by subcontractors. Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

- Worker's Compensation
- Commercial General Liability Insurance of \$500,000 Bodily Injury and \$500,000 Property Damage to protect the Firm and the Housing Authority
- Automobile Liability (Minimum State Requirement)
- Professional Errors and Omissions Liability Insurance, not less than \$1,000,000.00 per occurrence/aggregate. Coverage shall be maintained for a minimum of two years following termination or completion of the Contract.

The Offeror shall be required to furnish the Housing Authority of New Orleans' Procurement and Contracts Department, 4100 Touro St, New Orleans, Louisiana, 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 thirty (30) days prior written notice to be given to HANO in the event coverage is substantially decreased, canceled or non-renewed.

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.

## **INDEMNIFICATION**

The successful Offeror 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 Offeror, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Offeror will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

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

## **PREVIEW OF DOCUMENTS AND CORRESPONDENCE**

All documents, research, and correspondence shall be submitted to HANO's Legal Department for review and approval prior to taking any action(s) with regard to such documents, research, and correspondence.

## **CLIENT CONTACT**

HANO's Legal Department serves as the Client Contact for all matters relating to this contract. All communications required with other departments at HANO shall be coordinated through the Legal Department. Only HANO's Legal Department has the authority to retain legal services and commit to or authorize legal actions or positions.

## **ATTORNEY-CLIENT AND WORK-PRODUCT PRIVILEGE**

No aspects of any case assigned pursuant to the contract shall be discussed without prior authorization from HANO's Legal Department/General Counsel.

## **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 in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

### **ETHICS POLICY**

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

### **RULES, REGULATIONS, AND LICENSING REQUIREMENTS**

The successful Offeror 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 Offeror shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

### **CONTRACTUAL OBLIGATIONS**

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

### **THIRD PARTY CLAIMS**

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 Offeror.

### **CERTIFICATION OF LEGAL ENTITY**

Prior to execution of the Contract Agreement, the Offeror 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.

### **CERTIFICATIONS**

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

### **PERSONNEL**

In submitting their proposals, Offerors are representing that the 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 Offeror must be able to provide a qualified replacement. Such representation shall be valid for a minimum of **120 calendar days** after the proposal due date and time. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Offeror under its sole direction, and not employees or agents of HANO.

## **OFFEROR STATUS**

The successful Offeror will be held to be an independent Consultant, and will not be an employee of HANO.

## **ASSIGNMENT**

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

## **ADVERTISING**

In submitting a proposal, the successful Offeror agrees not to use the results from it as a part of any commercial advertising. HANO does not permit law 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 Offeror shall not make public comment on HANO matters without express written approval from HANO's Director of Communications. All media inquiries shall be referred to HANO's Executive Director and Director of Communications

[THIS SECTION LEFT BLANK INTENTIONALLY]

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL LEGAL SERVICES  
RFP #21-906-16**

**LEGAL SERVICES CONTRACT PROTOCOL**

The Department of Housing & Urban Development (HUD) urges inclusion of the following provision into all legal services contracts executed and/or administrated by Public Housing Agencies, unless no federally provided funds will be used to administer the contract.

**ADDENDUM TO ENGAGEMENT AGREEMENT**

1. The Housing Authority of New Orleans (PHA) engages \_\_\_\_\_ (Firm) to provide professional legal services to the PHA in connection with on call legal services to be provided by the \_\_\_\_\_ (Firm) agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and the Contractor's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, the firm shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. The firm has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General (OIG), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by the firm cannot be inconsistent with the foregoing obligation. Specifically, the firm shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or officers and agents of HUD and GAO, with full and free access to all their books, documents, papers and records in accordance with 2 CFR § 200.333; and HUD Handbook 7460.8 Rev 2, Chapter 3.3, Documentation.
4. PHA and the firm, upon PHA's written request shall make available for inspection and copying, by HUD (including the OIG), GAO and the officers and employees of HUD and GAO, all invoices, detailing billing statements, and evidence of payment thereof relating to the firm's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines that the firm is violating and provision of this Addendum to the Engagement Agreement, it shall timely notify the firm of such violation. The firm will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If the firm fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and /or (B) PHA, in its discretion, may terminate the professional

legal services engagement for breach. Additionally, HUD may sanction the firm pursuant to 2 CFR § 200.212 Suspension and Debarment.

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

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
**Evette Hester**  
**Executive Director**  
**Housing Authority of New Orleans**

\_\_\_\_\_  
**(Firm Executor)**

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

## APPENDIX B

HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL LEGAL SERVICES  
RFP #21-906-16

CONTRACTOR'S SUMMARY

If this bid/proposal 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/proposal are true and correct.

\_\_\_\_\_  
(Offeror's Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Taxpayer I.D. No.: \_\_\_\_\_

(Affix Corporate Seal)

If a Corporate Seal is not affixed, this document must be notarized. If neither is done, this entire offer/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 Offeror Signed: \_\_\_\_\_

**Certifications and  
Representations  
of Offerors  
Non-Construction Contract**

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

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

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

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

**1. Contingent Fee Representation and Agreement**

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are:  
(Check the block applicable to you)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL LEGAL SERVICES  
RFP #21-906-16

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of \_\_\_\_\_

City/County of \_\_\_\_\_

\_\_\_\_\_ Being duly sworn, deposes and says:

(Name)

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

The party making the foregoing proposal/bid, that such offer/bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any Offeror/Bidder or person, to put in a sham offer/bid or to refrain from offering/bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the offer/bid price or affiant or any other Offeror/Bidder, or to fix any overhead profit or cost element of said offer/bid price, or that any other Offeror/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 offer/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 \_\_\_\_\_ 2017

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL LEGAL SERVICES  
RFP #21-906-16**

**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 offer/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.

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL LEGAL SERVICES  
RFP #21-906-16**

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_  
(Offerors Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL LEGAL SERVICES**

**RFP #21-906-16**

**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*

**EMPLOYMENT, TRAINING, AND CONTRACTING POLICY**

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# Part I: Policy, Purpose, Requirements, Definitions

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## A. Introduction and Summary

The Housing Authority of New Orleans (HANO) has established a policy whereby any contractor that transacts business with HANO must meet the requirements of HANO's Section 3 and DBE/WBE policy as outlined in this document. This policy applies to all contracts valued at \$100,000 or greater. Contractors will: 1) offer Section 3 employment, training and employment skill building programs for eligible Section 3 residents and 2) provide Section 3 Business Concerns, Disadvantaged Business Enterprises (DBEs) as well as Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO. HANO will make a good faith effort to recruit as many Section 3 eligible residents and businesses as possible for employment and instructional positions and contract opportunities, in an effort to provide economic opportunities for area residents and area business concerns.

This document serves to fulfill two (2) main objectives: 1) it outlines the Section 3 & Section 3 Business Concerns/DBE/WBE policy and program compliance measures of HANO, and 2) it contains program definitions, requirements, required forms, information on program assistance provided by HANO, and other information related to HANO's Employment, Training and Contracting Policy. This document replaces all previous policies and is in immediate effect as of the HANO Board approval date.

### Summary of Requirements

Requirements	Section 3 Hiring	Section 3 Training & Internship	DBE Contracting	WBE Contracting	Section 3 Contracting
	30% of new hires	Paid Training and Internship Spots as listed in Chart on Page 17	20% of the value of the contract	5% of the value of the contract	10% of the value of construction contracts  3% of the value of non-construction contracts

These requirements apply to all prime and subcontractors where the value of the contract with HANO is \$100,000 or greater.

## B. Definitions

**Local Hire:** Employee Residing within Orleans Parish.

**Low-Income Person:** A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Very Low-Income Person:** A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

**New Hires:** Full-time employees not previously employed on this contract for permanent, temporary or seasonal employment opportunities.

**Section 3 Resident:** A public housing resident, (HCVP) Housing Choice Voucher Program Participant or an individual who is considered to be a low to very low income Orleans Parish Resident.

**Core Employees:** Persons listed and verified as employed with company before the contract execution date.

**Contractor:** Any entity which contracts for the performance of work generated by the expenditure of Section 3 covered assistance, or performing work in connection with a Section 3 covered project.

**Woman Business Enterprise (WBE):** A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

**Disadvantaged Business Enterprise (DBE):** A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who are classified as part of a socially and economically disadvantaged group. Such socially disadvantaged persons include African-Americans, Hispanic Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish Americans, Asian Pacific Americans and Asian Indian Americans.

**Housing Authority (HA):** Public Housing Agency

**Housing Development:** Housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

**Employment Opportunities Generated by Section 3 Covered Assistance:** All employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management

and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**HUD Youthbuild Programs:** Programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

**Recipient:** Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Section 3:** Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Business Concern:**

- (1) Business concerns that are 51% or more owned by residents of the housing development or developments for which the section 3 covered assistance is expended; or
- (2) Business concerns whose full-time, permanent workforce includes 30% of public housing residents or low or very low income local residents as employees; or
- (3) HUD Youthbuild programs being carried out in the area in which the section 3 covered assistance is expended; or
- (4) Business concerns that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

**Section 3 Covered Contracts:** A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials only. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

**Section 3 Covered Project:** The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Subcontractor:** Any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

### C. HANO Section 3 & DBE/WBE Policy Statements

#### i. **Section 3 Policy Statement**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Housing Authority of New Orleans to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

With the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all vendor/contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide contracting opportunities to Section 3 business concerns.

To comply with the Act and Board Resolution Number 2012-05, the requirements of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HANO residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of the Section 3 Opportunities Plan, roster of Core Employees, and certification that the respondent will comply with the requirements of Section 3 and this policy.

HANO, in accordance with applicable laws and regulations, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. ***HANO's Section 3 requirement is thirty percent (30%) of any new hires for the term of the contract shall be Section 3 eligible workers, and 10% (construction) or 3% (non-construction) of the value of the contract shall be awarded to Section 3 eligible Businesses.*** It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract will subject them to penalties including, but not limited to, the withholding of payments.

ii. **DBE/WBE Policy Statement**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 24 CFR Part 85 and in the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby modifies the numerical requirements relative to contracting with Disadvantaged Business Enterprises (DBEs) and Woman Business Enterprises (WBEs) and reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide Disadvantaged Business Enterprises (DBEs) and Woman Business Enterprises (WBEs) with the maximum opportunity to participate in the performance of contracts awarded by HANO.

***HANO's DBE requirement is 20% of the value of the contract will be awarded to DBEs and 5% of the value of the contract will be awarded to WBEs.***

To comply with this requirement and Board Resolution Number 2012-05, the requirements of this policy is to obtain a reasonable level of success in the utilization of eligible businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), HANO will require submission of evidence and certification that the bidder will comply with the requirements of this policy.

## **D. Section 3 New Hire & Contracting Requirements**

### **Section 3 Numerical Requirements and Order of Preference:**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 30% of all new hires.

HANO has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance.

### **Section 3 Hiring Preference**

Contractors shall adhere to the following order of priority for employment purposes:

- Priority 1: A low or very low-income resident of HANO housing site where the work is being done
- Priority 2: A low or very low-income resident of any HANO housing developments
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: HANO Housing Choice Voucher Participant
- Priority 5: a) A Very low-income resident of Orleans Parish  
b) A Low-Income resident of Orleans Parish

### **Contracting Requirements**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall direct 10% of the contract value to Section 3 business concerns for construction contracts and 3% for non-construction contracts in the following order of priority:

- Priority 1: Business concerns that are 51% or more owned by residents of the HANO housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 2: Business concerns that are 51% or more owned by residents of other HANO housing developments that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 3: HUD Youthbuild programs in Orleans Parish; or
- Priority 4: Business concerns that are 51% or more owned by low or very-low income Section 3 Orleans Parish residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

Section 3 businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of the Section 3 policy and numerical requirements in any and all tier subcontracts. Requirements relative to employment and contracting with Section 3 residents and business concerns shall not apply to contracts less than \$100,000 and shall not apply to contracts for the purchase of supplies and materials unless the contract for materials includes installation.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, **participation can only count toward one requirement.** For example, if a subcontract is let to a Section 3 business concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its Section 3 contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

## **E. DBE/WBE Contract Requirements**

### **Numerical Requirements**

HANO requires that all contractors and any tier subcontractors shall direct their subcontracting opportunities to DBEs/WBEs as follows:

- Disadvantaged Business Enterprises - 20% of the total value of contract
- Woman Business Enterprises - 5% of the total value of contract

DBE and WBE businesses seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Contractors must incorporate and enforce the provisions of this policy and numerical requirements in any and all tier subcontracts.

In some instances, the requirements relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap; however, an individual company's participation can only count toward one requirement on a contract. For example, if a subcontract is let to a WBE concern that also qualifies as a DBE, then the contractor may count the subcontract either towards its WBE contracting requirements or towards its DBE contracting requirements; the contractor shall not be allowed to count the participation towards both requirements.

Requirements relative to contracting with DBEs/WBEs shall not apply to contracts less than \$100,000 and shall not apply to contracts where the contractor is not subcontracting for any work, materials, supplies, services, etc, or when the sole source or specified items are not available from DBEs/WBEs.

100% of the participation of DBE/WBE suppliers shall count towards the requirements as long as the supplier maintains an inventory and/or significantly alters the product for distribution. In cases where the DBE/WBE supplier does not maintain an inventory and/or does not significantly alter products for distribution, only 25% of the DBE/WBE supplier's participation shall count toward the requirements.

## Part II- Procurement & Contractor Requirements and Procedures

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### A. Section 3 Contracting Requirements & Procedures

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

As part of the response to an IFB, RFP, RFQ, or other solicitation, respondents (prime) are required to submit a Section 3 Employment and Training Action Plan (SETAP) to identify overall projected employment by type and phase, Section 3 hiring, training and contracting requirements, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. (See Section III for Section 3 Employment & Training Action Plan format).

The **HANO Section 3 Coordinator** will be responsible for coordinating with the Department of Procurement and Contracts to review the Section 3 Employment and Training Action Plan prior to the award of the contract. Upon selection, HANO will work with the selected firm to finalize the Section 3 Plan, including identification of HANO assistance to be provided (if any), timelines for action, and review of reporting and compliance requirements. The Section 3 Employment and Training plan is separate and apart from the Disadvantaged/Women Business Enterprise Plan and must be completed in addition to the DBE/WBE Plan.

**I. Prior to Bid/Pre Certification Process:** HANO Resident-Owned Businesses can Visit [www.hano.org](http://www.hano.org), to complete and submit a Section 3 Business Concerns Application.

**II. Bid/Proposal Phase:** Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- Section 3 Employment Action Plan
- Section 3 Training Action Plan
- Section 3 Contracting Action Plan
- Section 3 Employment and Training Schedule
- List of Core Employees (including date of hire for each core employee and address)
- Contracting Schedule
- Letter of Intent
- Statement of Understanding

**III. Pre-Award Phase:** Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the Section 3 subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Section 3 Coordinator.

#### **IV. Contract Performance Phase:**

##### **Section 3 Contract Performance Monitoring**

HANO shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical requirements relative to Section 3 employment, training, and contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 4:30 p.m., on the first business day of each month throughout the contract period (Appendix):

- Core Employee List Subcontractors / New Contracts
- Section 3 Employment and Training Compliance Reports
- Section 3 Manhour Report
- Contracting Compliance Report
- Section 3 Income Verification Form
- Employer Paid Training Report

Upon HANO's request, the contractor and all tier level sub-contractors are required to provide supporting documentation and proof of previous employment of any and all core employees prior to working on a HANO project.

The contractor shall also ensure that for each Section 3 resident hired, a Section 3 Verification Form is completed. The Section 3 Income Verification Form shall be completed by the resident, and submitted to the contractor. This documentation should be included with the monthly reports submitted to HANO.

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

##### **Determination of Compliance**

Contractors and their subcontractors are required to demonstrate compliance with the Section 3 employment and contracting requirements by meeting the numerical requirements set forth above. Contractors who do not meet the contracting numerical requirements must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the alternative measures listed on page 16 to comply. Contractor's efforts shall be directed towards identifying methods to achieve success under this program through the following requirements:

Hiring:

- Target recruitment of Section 3 residents for training and employment by taking steps such as:
  - Prominently place a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken;

- Contact HANO, HANO resident councils, HANO resident management corporations, and HANO residents;
  - Consider contracting with HANO Resident Councils and/or Resident Management Corporations
  - Contact HANO for a list of agencies which may be able to provide assistance regarding opportunities for training which can be utilized on this contract;
  - Contact local job training centers, employment service agencies, and community organizations;
  - Develop on-the-job training opportunities or participate in job training programs;
  - Develop or participate in certified Pre-Apprenticeship/Apprenticeship Trainings Programs for construction trades on Construction Contracts and Paid Internship/Summer Employment Opportunities for Non-Construction Contracts.
  - Advertise in the local media.
- Keep a list of Section 3 area residents who apply on their own or by referral for available positions.
  - Send to labor organizations or representatives of workers with whom the recipient, contractor, or subcontractor has a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3.
  - Select Section 3 area residents, particularly HANO residents, for training and employment positions.
  - Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to, convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.

Where feasible, adjust the initial Section 3 and DBE/WBE Action Plan to increase the use of Section 3 residents in categories where the Plan has been successful to compensate for those categories of lower success.

## **B. DBE/WBE Certification**

Businesses wishing to participate in HANO contracts as DBEs/WBEs must be certified by HANO's Section 3/DBE/WBE Coordinator, in the Department of Development & Modernization. Businesses claiming DBE/WBE status must be certified in order to have their participation counted toward the contracting requirements stated herein. Interested businesses must initiate the certification process by submitting an application for certification to the Housing

Authority. Applications for certification may be obtained by visiting HANO's website at [www.hano.org](http://www.hano.org).

**Contracting Procedures:**

The procedures outlined herein shall apply to all contractors seeking contracting opportunities with the Housing Authority of New Orleans.

**I. Prior to Bid/Pre Certification Process:** If qualified, contractors can visit [www.hano.org](http://www.hano.org), to complete and submit a Disadvantaged Business Enterprise Program Certification Application.

**II. Bid/Proposal Phase:** Contractors submitting bids and/or proposals to HANO shall be required to complete and submit the following forms (Appendix):

- A. DBE/WBE Contracting Action Plan
- B. Contracting Schedule
- C. Letter of Intent
- D. Statement of Understanding

**III. Pre-Award Phase:** Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in their required Action Plans, where the contractor's required Schedules do not reflect achievement of the minimum stated requirements, where the contractor has not identified the name of the DBE/WBE subcontractor(s) in the required Schedules and does not have signed Letters of Intent, or where it is deemed necessary by HANO's Compliance Officer.

**IV. Contract Performance Phase:** HANO shall monitor and evaluate the contractor's compliance towards achieving the numerical requirements relative to DBE/WBE contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 4:30 p.m., on the tenth business day of each month throughout the contract period:

- Contracting Compliance Report

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports, in the formats provided, from its lower tier subcontractors.

**Contracting:**

- Target recruitment of DBEs/WBEs by taking such steps as:
  - Contact DBEs/WBEs in the HANO's directory;
  - Prominently place a notice of commitment relative to DBE/WBE contracting at the project site and other appropriate places;
  - Contact HANO for a list of certified firms;

- Contact other organizations which might be helpful in identifying DBEs/WBEs;
  - Advertise in the local media.
- Make every effort to use DBEs/WBEs included in HANO's directory of certified firms. Such efforts may include, but are not limited to:
    - Dividing total work into smaller sub-tasks (i.e. by floor);
    - Using multiple firms for the same type of work (i.e. two drywall subcontractors or several plumbing suppliers);
    - Exercise flexibility in utilizing DBEs/WBEs in other or additional areas than initially proposed if necessary to meet the program objectives.
  - Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.
  - Where feasible, adjust the initial DBE/WBE Contracting Action Plan to increase the use of Section 3 business concerns in categories where the Plan has been successful, to compensate for those categories of lower success.

### C. Reporting Open Positions

All HANO contractors and subcontractors are required to report all job openings in connection with a contract resulting from any solicitation on **HANO's Section 3/MWBE Program Coordinator**, and to the onsite/project Section 3 Coordinator as soon as the job becomes available. This will aid in fulfilling the dual requirements of the shared job database by connecting low-income residents in need of employment with contractors seeking to hire Section 3 employees. Noncompliance with HANO's requirement may result in sanctions, termination of the contract for default, and debarment or suspension from future HANO contracts.

\* For Construction Projects – All new hires must go through the on-site hiring process with the Section 3 Coordinator

## Part III- Compliance Requirements

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### Compliance Requirements for Section 3/DBE/WBE Contracting

If a contractor or subcontractor cannot meet the Section 3, DBE, WBE contracting requirements it must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the following alternative measures to comply:

- Contractors must contribute to HANO's Section 3 Training Fund, which provides training and other economic opportunities for HANO residents:
  - **Trade, Construction and Rehab Contractors must contribute 2% of the total contract amount.**
  - **Non-Construction Contractors (e.g. A&E, Consulting, Professional Services, Technical) must contribute 1% of the total contract amount.**

HANO will primarily use the Section 3 Training Fund to pay for resident self-sufficiency programming through HANO's partnerships with Local Colleges, State Approved Trade Programs, paid Work Experience /Internship Programs, Youth Summer Employment Programs and various other employment and training programs for residents. The site in which the construction or project is occurring will receive a portion of funds generated from that respective site for programs and equipment related to resident training.

### Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

HANO shall require that a Project Labor Agreement or Community Workforce Agreement be entered into between the trade unions and the developer, contractor, and subcontractors for all projects whose collective value under HANO contracts is \$25 million or more. The Project Labor Agreement or Community Workforce Agreement shall comply with all requirements of the HANO Section 3 and DBE/WBE Employment, Training, and Contracting Policy dated March 13, 2012. The unions, developers, contractors, and subcontractors shall consult with HANO, resident leaders, and community stakeholders on the terms of the agreement prior to its execution.

## Part IV –Training Requirements

### Training Requirements for Construction Contracts

- HANO requires all construction contracts that are greater than (\$100,000.00) one hundred thousand dollars in total construction cost and is anticipated to exceed 6 months of construction; to include a detailed and well defined plan on how they will provide a certified pre-apprenticeship or apprenticeship training programs to at least (1) one Section 3 Resident in its priority order. (1) One additional Section 3 Resident in its priority order will be provided training for every additional (\$500,000) five hundred thousand to (\$1,000,000.00) one million dollars of the total contract value. The training plan and trainings must be aligned with the scope of work in the contract and approved by HANO. A training program participant can only count for (1) one training slot per total contract amount. Those who do not offer a certified pre-apprenticeship or apprenticeship training program will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

### Training Requirements for Non-Construction Contracts

- HANO requires that all non-Construction contracts that meet or exceed (\$100,00.00) one hundred thousand dollars in total contract value include a detailed and well defined plan to provide paid internship or summer employment opportunities to Section 3 Residents in its priority order. An internship/summer employment program participant can only count for (1) one internship/summer employment slot per total contract amount. Those who do not offer a HANO approved paid internship or summer employment opportunity will contribute into the HANO Section 3 Training Fund as prescribed in the chart listed below.

\* A Portion of All Funds Generated at A HANO Housing Site Will Remain At That Site for Resident Training Programs and Equipment

Total Contract Amount	Number of Section 3 Training / Internship Slots	Contribution to HANO Training Fund if Training or Internship Slots Are not Available
At least \$100,000, but less than \$500,000	1	6% of the Total Contract Value up to \$25,000
At least \$500,000, but less than \$1,000,000	2	5% of the Total Contract Value up to \$40,000
At least \$1,000,000, but less than \$2,000,000	3	4% of the Total Contract Value up to \$60,000
At least \$2,000,000, but less than \$4,000,000	4	3% of the Total Contract Value up to \$80,000
At least \$4,000,000, but less than \$7,000,000	10	2% of the Total Contract Value up to \$105,000
\$7,000,000 or more	1 additional training slot for every additional \$500,000.00	1.5% of that Total Contract Value, with no dollar limit

**Part V – Contracting and Compliance Forms**

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## Housing Authority of New Orleans Section 3 Individual Verification Form

The following information will be used to verify your individual eligibility under the Section 3 regulations as set forth in 24 CFR Part 135.

A Section 3 resident seeking the preference in training and employment shall certify and submit evidence to demonstrate Section 3 eligibility.

I, \_\_\_\_\_, residing at \_\_\_\_\_  
(print name) (address)  
\_\_\_\_\_ have a family size of \_\_\_\_\_ and my total  
(city, state, zip code)

annual income for the prior calendar year (20\_\_ ) was \$ \_\_\_\_\_ as is evidenced by the attached documentation.

**HANO Client Status** (Check ONLY One of the Following)

- I live in Public Housing at \_\_\_\_\_ (insert development name)
- I am a Housing Choice Voucher recipient
- None of the above

**Proof of income and residency is a requirement for an individual to become Section 3 certified.**

**Proof of residency** (Check at least one and provide a copy with this form):

- Copy of current lease
- 2 Utility Bills for the past 2 months (Utility bills must be in the name as shown above)
- Notarized statement from an individual with at least one of the above documents in their name attesting that the person seeking Section 3 Certification is living at their residence
- One of the acceptable proofs of income listed below
- Valid Federal or State ID

**Proof of income** (Check at least one and provide a copy with this form):

- Copy of receipt of public assistance
- Copy of Evidence of participation in a public assistance program
- Proof of income (Check stub, W-2, Tax forms, 1099, employer letter on letterhead, etc.)
- Proof of Unemployed Status
- I Have Zero Income and did not receive any form of subsidy during the calendar year listed above

I have voluntarily provided the above information in conjunction with employment on a HANO related project. I attest to the truthfulness of my statements fully understanding that this information is subject to verification by the appropriate federal agencies.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.  
Willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the U.S. Code.

**Section 3 Individual Verification Form  
(Part B)  
SECTION 3 REQUIREMENTS**

Consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and with the Housing Authority of New Orleans' (HANO) Board Resolution Number 2012-05, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract in excess of \$100,000.00 by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide business opportunities to Section 3 business concerns.

**Definitions:**

**Low-Income Person:**

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

**Very Low-Income Person:**

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families.

**New Hires:**

Full-time employees for permanent, temporary or seasonal employment opportunities.

**Section 3 Resident:**

- 1) A low or very low income resident of HANO housing site where the work is being done; or
- 2) A low or very low income resident of any HANO housing site; or
- 3) A participant in HUD Youthbuild program in Orleans Parish; or
- 4) A HANO Housing Choice Voucher Participant
- 5) a) A very low-income resident of Orleans Parish  
b) A low-income resident of Orleans Parish

**Statement of Numerical Requirements and Order of Preference:**

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 30% of all new hires in the following order of priority:

- Priority 1: A low or very low income resident of HANO housing site where the work is being done
- Priority 2: A low or very low income resident of any HANO housing site
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: A HANO Housing Choice Voucher Participant
- Priority 5: a) A very low-income resident of Orleans Parish  
b) A low-income resident of Orleans Parish



**Section 3 Individual Verification Form  
(Part C)  
ORLEANS PARISH, LOUISIANA  
SECTION 3 ANNUAL FAMILY INCOME LIMITS 2018**

Orleans Parish Median Income: \$65,600

FY 2018 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<u>Very Low (50%) Income Limits</u>	23,000	26,250	29,550	<b>32,800</b>	35,450	38,050	40,700	43,300
<u>Low (30%) Income Limits</u>	13,800	16,460	20,780	<b>25,100</b>	29,420	33,740	38,060	42,380
<u>Low (80%) Income Limits</u>	36,750	42,000	47,250	<b>52,500</b>	56,700	60,900	65,100	69,300

**Definition of Section 3 Resident:**

- 1) A Low or Very Low-Income Resident of HANO housing site where the work is being done; or
- 2) A Low or Very Low-Income Resident of any HANO housing site; or
- 3) A participant in a HUD Youthbuild program in Orleans Parish; or
- 4) A HANO Housing Choice Voucher Participant
- 5)
  - a) A very low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above).
  - b) A low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above).

\*Source – HUD FY 2018 Income Limits Documentations System, <http://www.huduser.org/portal/datasets/il/il2018/2018summary.odn>











**HOUSING AUTHORITY OF NEW ORLEANS**

**CONTRACTING SCHEDULE**

Contracting Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Section 3, DBE, and WBE firms not certified by HANO shall not be included on this schedule and shall not be counted towards the participation requirements. Duplicate form if additional space is needed.

ITEM #	DESCRIPTION OF WORK TO BE PERFORMED	NAME AND ADDRESS OF COMPANY TO BE USED TO PERFORM THE WORK	TYPE OF WORK TO BE PERFORMED			TOTAL ESTIMATED AMOUNT OF WORK TO BE PERFORMED		
			LABOR	MATERIALS	BOTH	SECTION 3	DBE	WBE
EXAMPLE	PAINING	John Doe Resident Owned Painter, Inc. New Orleans, LA			X	\$50,000		
1.								
2.								
3.								
4.								
5.								
6.								
7.								

**Summary:**

- 1) Total Amount to be Awarded to Section 3 Business Concern: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%
- 2) Total Amount to be Awarded to DBE: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%
- 2) Total Amount to be Awarded to WBE: \$ \_\_\_\_\_ Percentage of Total Contract Amount \_\_\_\_\_%

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



**HOUSING AUTHORITY OF NEW ORLEANS**  
**SECTION 3 EMPLOYMENT AND TRAINING SCHEDULE**

IFB NO. \_\_\_\_\_

**Employment and Training Schedules that do not reflect a level of participation that meets or exceeds the stated requirements may cause the bid to be deemed non-responsive. Duplicate form if additional space is needed. The Section 3 requirements set forth in this policy are**

Job Category	Total Estimated Positions Needed for Contract	Total Estimated Number of Workforce Manhours Needed for Contract	Total Number of Positions Currently Occupied by Core Employees	Total Estimated Number of Workforce Manhours to be Performed by Current Core Employees	Total Estimated Number of Workforce Manhours to be Performed by Section 3 Residents	Training Plan			
						List Types of Pre-Apprenticeship and Apprenticeship Trainings That Will Be Provided to Section 3 Employees/HANO Residents	Number of "On The Job Training" Positions Available to Section 3 Residents	List The Name Of The Training Program Provider	What Type of Certification Will Be Provided At The Completion of Training
<b>Ex. Clerical</b>	<b>2</b>	<b>80 hours</b>	<b>1</b>	<b>50 hours</b>	<b>30 hours</b>		<b>1</b>		

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT – Subcontractor Commitment Form

To: \_\_\_\_\_ IFB# \_\_\_\_\_  
Name of Prime Contractor

The undersigned will enter into a signed agreement with the Prime Contractor listed above. Copies of agreements including, but not limited to joint ventures, subcontracts, supplier agreements or purchase orders referencing the IFB, RFP, RFQ, or Purchase Order Number shall be forwarded to HANO at:

Housing Authority of New Orleans  
4100 Touro Street  
New Orleans, Louisiana 70122  
Attn: Section 3/DBE/WBE Coordinator

Name of Subcontractor \_\_\_\_\_

Description of Work to Be Performed by Subcontractor \_\_\_\_\_

Contract Value (inclusive of change orders) \$ \_\_\_\_\_

Term of Contract (include start and end dates) \_\_\_\_\_

Subcontractor Status (Section 3, DBE, WBE) \_\_\_\_\_

By: \_\_\_\_\_  
Prime Contract Signature

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If a corporate seal is not affixed, this document must be notarized. Provide Letter of Intent on Company Letterhead.

Subscribed and sworn to \_\_\_\_\_ (Notary Public)  
(Seal)  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires: \_\_\_\_\_

Date Executed: \_\_\_\_\_



HOUSING AUTHORITY OF NEW ORLEANS

STATEMENT OF UNDERSTANDING

IFB NO. \_\_\_\_\_

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that it:

- o Has prepared and submitted its bid/proposal to HANO with a full understanding of HANO's requirements with respect to employment, training, and contracting with Section 3 residents, Section 3 business concerns, Disadvantaged Business Enterprises (DBEs), and Women Business Enterprises (WBEs); and
o Agrees to act in good faith to ensure that the specified requirements relative to employment, training, and contracting are met; and
o The representations contained in the Section 3 Employment and Training Action Plan submitted with the bid/proposal are true and correct as of this date; and
o Proposes to use the services of the Section 3 business concerns, DBEs, and WBEs listed in the Contracting Action Plan; and
o Will not alter the level of employment, training, and contracting with Section 3 residents, Section 3 business concerns, DBEs, and WBEs identified in the Section 3 Employment and Training Schedule and in the Contracting Schedule without prior written notice to HANO; and
o Agrees to provide regular compliance reports to HANO, at the intervals specified by HANO and in the format specified by HANO; and
o Will monitor, ensure, and report subcontractor compliance with respect to HANO's employment and contracting requirements;
o Will provide HANO with documentation in the format and timeframe requested by HANO, such as subcontractor certifications, employee income verifications, etc. to confirm eligibility of those employees, trainees, subcontractors claiming Section 3, DBE, and/or WBE status.

\_\_\_\_\_  
Bidder's/Offeror's Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If a corporate seal is not affixed, this document must be notarized.

Subscribed and sworn to \_\_\_\_\_ (Notary Public)
(Signature)
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission expires: \_\_\_\_\_

Date Executed: \_\_\_\_\_



**HOUSING AUTHORITY OF NEW ORLEANS**

**Contractors Section 3 Employment and Training Compliance Report**

Reporting Period: \_\_\_\_\_

**To be submitted before 5:00 p.m. on the first business day of the month**

Prime Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

<b>Craft/Trade</b>	<b>Total Number of New Hires</b>	<b>Tier 1 Resident s Hired</b>	<b>Tier 2 Resident s Hired</b>	<b>Tier 3 Resident s Hired</b>	<b>Tier 4 Resident s Hired</b>	<b>Tier 5 (a) Resident s Hired</b>	<b>Tier 5 (b) Resident s Hired</b>	<b>Total Number of Section 3 Resident s Hired*</b>	<b>Percentage of Section 3</b>	<b>Total Number of Section 3 Resident s in Apprenticeship Programs</b>
<b>Example: Laborer</b>	6	2	1	0	0	3	0	6	100%	2

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



**HOUSING AUTHORITY OF NEW ORLEANS**

Employer Paid Training Report

To be submitted before 5:00 p.m. on the first business day of the month

Company Name: \_\_\_\_\_

Position: \_\_\_\_\_

Type of Training: \_\_\_\_\_

TRAININGS CLIENT ATTENDED	TRAINING PROVIDER	TRAINING DATES	# OF TRAINING HOURS	TOTAL COST OF TRAINING & TRAINING MATERIALS
1)				
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				

Employer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

\*\* You must attach Training agenda as well as proof that your organization paid for the training such as Receipt, Copy of Check, Purchase Order, etc.\*\*



**HOUSING AUTHORITY OF NEW ORLEANS**

**Section 3 Manhour Report**

To be submitted before 5:00 p.m. on the first business day of the month

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Report for month of: \_\_\_\_\_ 20\_\_\_\_\_

**Identify all Employees Including Section 3 residents who have performed work in connection with this project to date. All Section 3 employees must appear on the Certified Payroll Form (if applicable).**

Name Address, City/State Last 4 of Social Security#	Referral Source	Section 3 Category Preference	Number of Manhours Worked This Period	Hire Date	Termination Date	Total Number Man-hours

For the period of this report, indicate:

Total Number of Manhours Worked by all Employees: \_\_\_\_\_

Total Number of Manhours Worked by Section 3 Employees: \_\_\_\_\_

Total Percentage of Manhours Worked by Section 3 Employees: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* Attach Section 3 Resident Certification Forms for each new hire reported.**



**HOUSING AUTHORITY OF NEW ORLEANS**

**Contracting Compliance Report**

**To be submitted before 5:00 p.m. on the first business day of the month**

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_

Current Contract Amount (Including Change Orders): \$ \_\_\_\_\_

Report for month of: \_\_\_\_\_ 20\_\_\_\_\_

**List all Section 3/DBE/WBE Subcontractors and Suppliers utilized on this contract to date. Copies of all subcontract/supplier agreements executed during this reporting period must be submitted with report. Make copies of form if additional space is needed.**

**ALL SECTION 3/DBE/WBE CONTRACTORS ARE REQUIRED TO LIST ALL SUBCONTRACTORS**

Name of Subcontractor/Supplier	Indicate HANO Certification (DBE/WBE/ Section 3)	Scope of Work Performed	Total Subcontract Amount Including Change Orders	Amount Paid this Period	Amount Paid To Date	Balance Due

Total Amount Paid to Contractor by HANO:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to DBEs:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Total Amount Paid by Contractor to WBEs:

This Period: \$ \_\_\_\_\_ To Date: \$ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Section 3 Employment and Training Assessment

This Assessment is designed to capture potential Section 3 Certified candidates' employment interest, work experience and training information. Information will be forwarded to employers based upon the skills required for the open positions. Applicants will be considered for positions without regard to race, color, religion, sex national origin, age or marital status.

### Personal Information

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Alt. Telephone \_\_\_\_\_

Current Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Do you reside at a HANO affordable housing site? ( ) YES ( ) NO

If Yes, Which Site: \_\_\_\_\_ Name of Head of Household \_\_\_\_\_

Are you a HANO Housing Choice Voucher Participant ( ) YES ( ) NO

If Yes, Name of Head of Household \_\_\_\_\_

Do you reside at a federally supported housing unit? ( ) YES ( ) NO

Are you a HUD Youth Build Participant? ( ) YES ( ) NO

### Education

Highest Level of Education (Grade Completed) \_\_\_\_\_

High School Diploma \_\_\_\_\_ GED \_\_\_\_\_ Some College \_\_\_\_\_

College \_\_\_\_\_ List Degree \_\_\_\_\_ Year Completed \_\_\_\_\_

Name of last School Attend \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Last Year Attended \_\_\_\_\_

### Employment

1. Have you ever worked before? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Are you currently working? Yes \_\_\_\_\_ No \_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

3. Current Job Title \_\_\_\_\_ Hourly Rate \_\_\_\_\_

4. Have you ever completed an occupational skills training? If so, what, when and where.

\_\_\_\_\_

5. Do you have an occupational skills credential/license? If so, what and expiration date.  
\_\_\_\_\_
6. Have you ever participated or completed work readiness training? If so, when.  
\_\_\_\_\_
7. Are there any problems or issues that may prevent you from working consistently? If so, explain.  
\_\_\_\_\_
8. What type of environment would you like to work in? \_\_\_Indoors \_\_\_Outdoors
9. What types of machinery/office equipment to you know how to operate?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Employment History**

Name of Employer Address/ City/State	Dates of Employment Start/End	Job Title	Beginning Hourly Rate Ending Hourly Rate	Reason For Leaving

**Transportation**

1. Do you have a valid driver's license? Yes\_\_\_\_\_ No\_\_\_\_\_ State\_\_\_\_\_
2. Do you own a car or have access to reliable transportation to get to and from work?  
Yes \_\_\_\_\_ No\_\_\_\_\_ If yes, make /model/year of car.  
\_\_\_\_\_

If no vehicle or license, what is your primary means of transportation? \_\_\_\_\_

---

**References: DO NOT INCLUDE RELATIVES.**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Position/Relationship \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **SKILLS ASSESSMENT**

- I. Place an (X) on the area(s) in which you have skills and list the number of years of experience.

<b>Trade</b>	<b># Of Years Experience</b>	<b>Trade</b>	<b># Of Years Experience</b>
<b><i>Carpentry</i></b>		<b><i>Drywall</i></b>	
Form Carpentry		Painting	
Cement Forms Finisher		Drywall Hanger	
Rough Frame Carpentry		Drywall Finisher	
Finish Carpentry			
Finish Interior Carpenter		<b><i>Flooring</i></b>	
Finish Exterior		Carpet Installation	
Door Installation		Tile Setting	
Window Installation		Wood Flooring Installation	
<b><i>Machine Operation</i></b>		<b><i>Misc. Items</i></b>	
Forklift		Appliance Installation	
Boom/lift		Fencing	
Bob Cat		Landscaping	
Back Hoe		Plumbing	
Excavator		Plumbing Fixture Install	
Sweeper		Janitorial	
		HVAC	
<b><i>Electrical</i></b>		Security	
Electrical (wiring)		General Labor	
Electrical (Connection)		Other 1	
Electrical (Fixture Install)		Other 2	
		Other 3	
<b><i>Concrete / Masonry</i></b>		Other 4	
Cement			
Steel Setter			
Business	# Of Years Experience	List any Other Field	# Of Years Experience
Administrative Assistant			
Accountant			
Architect			
Engineer			
Social Service			
File Clerk			
Legal Aid Assistant			
Receptionist			
Mail Clerks			
Clerical Assistant			
Customer Service Rep			
Project Assistant			

I. Please place an (X) by the area(s) in which you are interested in training.

<input type="checkbox"/>	Carpentry	<input type="checkbox"/>	Electrical	<input type="checkbox"/>	Painting
<input type="checkbox"/>	Carpet Installation	<input type="checkbox"/>	Cement / Masonry	<input type="checkbox"/>	Fencing
<input type="checkbox"/>	Drywall	<input type="checkbox"/>	Landscaping	<input type="checkbox"/>	Plumbing
<input type="checkbox"/>	Tile Setting	<input type="checkbox"/>	Wood Flooring installation	<input type="checkbox"/>	Iron Work
<input type="checkbox"/>	Machine Operation	<input type="checkbox"/>	HVAC	<input type="checkbox"/>	Appliance Installation
<input type="checkbox"/>	Bricklaying	<input type="checkbox"/>	Janitorial	<input type="checkbox"/>	General labor
<input type="checkbox"/>	Security	<input type="checkbox"/>	Window Installation	<input type="checkbox"/>	Door Installation
<input type="checkbox"/>	Fixtures Installation	<input type="checkbox"/>	Other	<input type="checkbox"/>	

<input type="checkbox"/>	HAZMAT	<input type="checkbox"/>	LIST OTHERS	<input type="checkbox"/>	
<input type="checkbox"/>	HAZWOPER	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Truck Driving	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	OSHA	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Pipe laying	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Green Construction	<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

II. Comments
