

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

**4100 TOURO STREET
NEW ORLEANS, LA 70122
DATE: MONDAY, MAY 2, 2022**

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE # _____ **FAX #** _____ **EMAIL:** _____

SENIOR PROCUREMENT SPECIALIST: THELMA BOWERS

QUOTE DUE BY: MONDAY, MAY 16, 2022 @ 2:00 P.M.

SCOPE OF SERVICE: SEE ATTACHED

The Housing Authority of New Orleans (HANO) is seeking professional and experienced movers to provide moving services for HANO residents. The selected company must provide any/all qualified licenses they possess, applicable to providing such services.

Special Instructions and Required Submittal Documents:

1. All required submittal documents shall be delivered or faxed to Thelma Bowers, Sr. Procurement Specialist at (504) 286-8224, no later than **2:00 p.m., CST on MONDAY, MAY 16, 2022.**
2. Return this RFQ form with all documents listed in the Index of Submittal Documents.
3. Refer to the Index of Submittal Documents for a list of required documents.
4. All requests for information/explanation shall be forwarded in writing, pursuant to the Supplemental Instructions to Offerors, no later COB on **Monday, May 9, 2022.**

PRICES VALID UNTIL _____

QUOTE SUBMITTED AND AUTHORIZED BY _____ **ON** _____ **20** _____

HANO reserves the right to execute a Contract/Purchase Order with the responsible individual, firms, or organization that provides the greatest benefit to this agency, not necessarily the lowest price.

THIS IS NOT AN ORDER REQUEST

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

RFQu TABLE OF CONTENTS

REQUEST FOR QUOTES FORM

INDEX OF SUBMITTAL DOCUMENTS

- REQUEST FOR QUOTES FORM
- HUD FORM 5369-C – CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS - NON-CONSTRUCTION
- CONTRACTOR'S SUMMARY SHEET
- CERTIFICATION OF CONTRACTOR NON-EXCLUSION
- NON-COLLUSIVE AFFIDAVIT
- ACKNOWLEDGEMENT OF ADDENDA
- STATEMENT OF BIDDER'S QUALIFICATIONS
- COST PROPOSAL
- EMPLOYMENT AND CONTRACTING PLAN
 - DBE/WBE Contracting Action Plan
 - List of Core Employees
 - Contracting Schedule
 - DBE/WBE/Section 3 Subcontractors, Suppliers, Consultants – Letter of Intent
 - Statement of Understanding

HUD FORM 5369-B

INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

SCOPE OF SERVICES

COST PROPOSAL FORM

CONTRACTOR'S SUMMARY SHEET

STATEMENT OF BIDDER'S QUALIFICATIONS

HUD FORM 5369-C

CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS – NON-CONSTRUCTION CONTRACT

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

NON-COLLUSIVE AFFIDAVIT

ACKNOWLEDGEMENT OF ADDENDA

HUD FORM 5370-C, SECTIONS I AND II

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS, SECTIONS I AND II

SUPPLEMENTAL CONDITIONS

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents is provided to assist in completing a responsive submittal. The Index of 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.

DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORATE SEAL REQUIRED
REQUEST FOR QUOTES FORM	√	√	
HUD FORM 5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS	√	√	
CONTRACTOR'S SUMMARY SHEET	√	√	√
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
NON-COLLUSIVE AFFIDAVIT	√	√	√
ACKNOWLEDGEMENT OF ADDENDA	√	√	
STATEMENT OF BIDDERS QUALIFICATIONS	√	√	
DBE/WBE CONTRACTING ACTION PLAN	√	√	
LIST OF CORE EMPLOYEES	√	√	
CONTRACTING SCHEDULE	√	√	
DBE/WBE/SECTION 3 SUBCONTRACTORS, SUPPLIERS, CONSULTANTS – LETTER OF INTENT	√	√	√
STATEMENT OF UNDERSTANDING	√	√	√
COST PROPOSAL FORM	√	√	

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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

The following supplements modify the "Instructions to Offerors Non-Construction" form HUD-5369-B.

Item #1: Modify Clause 1 – Preparation of Offers

1. Add the following subparagraph to paragraph (b):

(i) The Quote Form and each supplemental form that requires signatures must bear an original signature.

2. Add the following as an additional paragraph (c):

The successful Offeror shall be properly licensed in the state of Louisiana to perform the scope of services outlined in this RFQ. The successful Offeror shall comply with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of contract services.

Item #2: Modify Clause 2 - Submission of Offers

1. Add the following to paragraph:

Offerors shall furnish those documents delineated as Required Submittals in the RFQ documents on the bid due date and time and/or listed in the "Index of Submittal Documents" page contained herein.

2. Add the following paragraph to (a):

Deliver one (1) complete set to the Department of Procurement and Contracts at the following address:

**Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street,
New Orleans, Louisiana 70122
Attention: Thelma Bowers, Sr. Procurement Specialist**

3. Add the following paragraph as an additional paragraph (d):

Materials that will become permanent improvements to property owned by the Housing Authority of New Orleans purchased for use by the Contractor or its Subcontractors and incorporated into the work under this contract are exempt from sales tax. Offerors are expected to account for the sales tax exemption in preparation of the quote.

Item #3: Clause 3 – Amendments to Solicitations

1. Modify paragraph (c) to read as follows:

Amendments must be acknowledged. All Amendments to Request for Quotes will be on file in the offices of the Housing Authority of New Orleans, Department of Procurement and Contracts at least 24 hours before the date and time quotes are due.

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

Item #4: Modify Clause 4 – Explanation to Prospective Offerors

1. Modify paragraph to read as follows Add the following paragraph
 - (1) All requests/explanations shall be forwarded in writing no later than 2:00 p.m. Monday, April 18, 2022:

**Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street, New Orleans Louisiana 70122
Attn: Thelma Bowers, Sr. Procurement Specialist
(504) 670-3448 (Office) – (504) 286-8224 (Fax)
Email – tbowers@hano.org**

Item #5: Modify Clause 5 – Responsibility of Prospective Contractor

1. Modify paragraph (a) to read as follows:

The PHA/IHA will award contracts only to responsible prospective Contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- | | |
|---|---|
| (1) Integrity | (5) Related project experience |
| (2) Compliance with public Policy | (6) Skill |
| (3) Record of past performance | (7) Business judgment |
| (4) Financial and technical resources | (8) Reputation |
| (Including construction and technical equip.) | (9) Quality of previous work on contracts |

Additionally, 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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

2. Modify paragraph (b) to read as follows:

Before a quote is considered for award, the apparent lowest, responsive Offeror may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Other documentation shall include, but not be limited to:

- 1) Sample Representations and Warranties as to Sales Tax on Applicable Materials and Equipment
- 2) Designation of Construction Contractor as Agent of a Governmental Entity Sales Tax Exemption Certificate

Failure by any Offeror to provide such additional information within the timeframe designated by HANO will render the Offeror non-responsive and ineligible for contract award. At that time, the next lowest Offeror will be determined to be the Offeror with the lowest quote and will be requested to comply with the procedures set forth herein.

Item #6: Employment, Training, and Contracting Opportunities for DBE/WBE

Due to the nature of this solicitation, the Section 3 contracting requirement is waived but the DBE/WBE requirement is still in effect, per the Employment and Contracting Plan policy attached.

[THIS SECTION LEFT BLANK INTENTIONALLY]

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

SCOPE OF WORK

MOVING SERVICES FOR FISCHER IV & IVA RESIDENTS

BACKGROUND

The Housing Authority of New Orleans (HANO) is looking for qualified moving companies to remove all furniture and other personal items and possessions from various housing units in the Fischer IV and IV-A Community, to other residential addresses to be provided by HANO.

SCOPE OF SERVICES

Contractor shall provide moving trucks or vans with sufficient payload capacity to accommodate the following residential units:

Eleven 2 bedroom, 1 bathroom, living room, and kitchen units
Thirty-five 3 bedroom, 2 bathroom, living room, and kitchen units
Four 5 bedroom, 3 bathroom, living room and kitchen units

The contractor shall provide all tools, equipment, personnel, transportation, and any associated moving services required to perform the tasks under this contract. HANO may elect to include packing as an additional service to be provided by the contractor (see Cost Proposal). The contractor shall report to and work closely with HANO's Asset Management Team during the prosecution of the work.

BASIC AND REQUIRED SERVICES

1. The contractor(s) to provide moving services, having examined the scope of services with related documents and being familiar with all of the conditions surrounding the proposed project, including availability of manpower, proposes to furnish the necessary labor, supervision, equipment, materials, and supplies to perform the work in accordance with moving items out of the designated areas for renovation work performance.
2. The contractor(s) shall work from a HANO-approved schedule and shall be available to respond within seventy-two (72) hours of receiving notice of any unscheduled move(s);
3. The contractor(s) shall, on a daily-basis, keep the premises clean and clear of debris resulting from its contract work of any/or all of its subcontractors;
4. The contractor(s) shall work in collaboration with HANO's Asset Management Department and relocation team to schedule moves to assure that move-outs and move-ins are completed as scheduled and in a responsive and responsible manner;
5. The contractor(s) shall maintain sufficient records that provide HANO with the appropriate documentation for each move performed. These records will include, but not be limited to, the resident's name, pickup address, delivery address, date, worker name and hours of services, and services provided;

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

6. The contractor(s) shall protect and secure all materials, vehicles, and equipment, and shall assume full responsibility for loss, theft, vandalism, and any other damage for the duration of the contract. HANO will not assume responsibility for vandalism, theft, fire and/or personal injury claims arising from or relating to the work to be performed. The contractor(s) must exercise extreme caution and safety at all times to protect the work area and to eliminate accidents from occurring while the performing the moving services;
7. The contractor(s) will be solely responsible and held liable for any claims or damages arising from any action or lack of action arising from reckless, negligent, or careless behavior to real property by its employees. The contractor(s) shall have knowledge of all moving procedures and standards of the local and state governing authorities;
8. The contractor(s) acknowledges and agrees that it is his/her responsibility to inspect the site and/or unit prior to scheduling crews or starting work to insure that the site is ready and acceptable for performing moving services;
9. The contractor(s) shall comply with all OSHA requirements and have a safety program intact;
10. The contractor(s) shall provide a crew with a minimum of (2) experienced movers for loading and unloading, packaging materials and any associated moving services required to perform the task of removing the occupants' belongings at the Iberville Community. HANO may elect to include packing as a service provided by the contractor. All personal and valuable belongings will be packed and transported by the occupant;
11. The contractor(s) shall be responsible for moving all items such as furniture, appliances, and miscellaneous items completely from one unit to another unit;
12. The contractor(s) shall be responsible for moving items to a designated residential unit. All items relocated are required to be tagged and labeled with the occupant's address for transport.
13. The contractor(s) should be courteous at all times, arrive at the work site at the scheduled time, and identify themselves as employees of the contractor.
14. The contractor(s) shall be clean and neatly dressed and refer any unresolvable issues to Management.
15. The contractor(s) shall not smoke in any facility or residence nor arrive at the facility or residence under the influence of drugs or alcohol, drink alcoholic beverages on the job, even if offered, use the client's bathroom or towels, or perform any work for the client not specified in the contract.
16. The contractor(s) shall provide a contact name, address, telephone/cell phone number, and email address.
17. **Cancellations:** There may be instances where HANO has to cancel a move with little to no notice due to unforeseen circumstances. HANO anticipates incurring a cancellation fee, however, this fee must not be priced at the value of a full move. **Please include your cancellation fee, if any, with your quoted rates.**

**HOUSING AUTHORITY OF NEW ORLEANS
 PROCUREMENT AND CONTRACTS DEPARTMENT
 MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
 REQUEST FOR QUOTES #22-913-25**

COST PROPOSAL FORM

*Note: The respondent shall provide a cost proposal for providing a crew with a minimum of (2) experienced movers for loading and unloading, packaging materials and any associated moving services required to perform the task of removing the occupants' belongings.

Full Packing Services Provided

Onsite Moves (moves within Fischer Community)

BEDROOM SIZE	ESTIMATED HOURS	UNIT PRICE PER HOUR	Packing Material	Total Cost By Unit Type
TWO (2) BEDROOM				
THREE (3) BEDROOM				
FIVE (5) BEDROOM				

Offsite Moves (moves to other sites)

BEDROOM SIZE	ESTIMATED HOURS	UNIT PRICE PER HOUR	Packing Material	Total Cost By Unit Type
TWO (2) BEDROOM				
THREE (3) BEDROOM				
FIVE (5) BEDROOM				

Not Including Full Packing Services

Onsite Moves (moves within Fischer Community)

BEDROOM SIZE	ESTIMATED HOURS	UNIT PRICE PER HOUR	Packing Material	Total Cost By Unit Type
TWO (2) BEDROOM				
THREE (3) BEDROOM				
FIVE (5) BEDROOM				

Offsite Moves (moves to other sites)

BEDROOM SIZE	ESTIMATED HOURS	UNIT PRICE PER HOUR	Packing Material	Total Cost By Unit Type
TWO (2) BEDROOM				
THREE (3) BEDROOM				
FIVE (5) BEDROOM				

*CANCELLATION FEE (per unit): _____

 (Respondent's Company Name)

By: _____
 (Signature)

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

CONTRACTOR'S SUMMARY

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

Under penalties of perjury, as prescribed in 18 U.S.C. 1001, the undersigned certifies that the statements set forth in this Proposal/Quote/Bid 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.: _____

Email: _____

Taxpayer I.D. No.: _____

(Affix Corporate Seal)

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

Subscribed and sworn to

(Notary Public)
(Seal)

before me this ____ day of _____

_____, 20____

My Commission expires: _____

Date Contractor Signed: _____

**HOUSING AUTHORITY OF NEW ORLEANS
 PROCUREMENT AND CONTRACTS DEPARTMENT
 MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
 REQUEST FOR QUOTES #22-913-25**

STATEMENT OF QUALIFICATIONS

BUSINESS NAME:		TELEPHONE NUMBER:	
BUSINESS ADDRESS:		FAX NUMBER:	
LOUISIANA STATE TAXPAYER ID:	NAME AND TITLE OF PERSON SUBMITTING:		

**EMPLOYEES WHO WILL PERFORM UNDER THIS CONTRACT (Attach a copy of each applicable license/certification).
 Use additional sheets if necessary.**

NAME	TITLE	LICENSE/ CERTIFICATION INCLUDED (YES OR N/A)

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work.)

AGENCY/COMPANY NAME:	TELEPHONE NUMBER:	DOLLAR AMOUNT:
PROJECT DESCRIPTION:	CONTACT PERSON NAME:	DATE STARTED:
	TITLE:	DATE COMPLETED:
AGENCY/COMPANY NAME:	TELEPHONE NUMBER:	DOLLAR AMOUNT:
PROJECT DESCRIPTION:	CONTACT PERSON NAME:	DATE STARTED:
	TITLE:	DATE COMPLETED:
AGENCY/COMPANY NAME:	TELEPHONE NUMBER:	DOLLAR AMOUNT:

**HOUSING AUTHORITY OF NEW ORLEANS
 PROCUREMENT AND CONTRACTS DEPARTMENT
 MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
 REQUEST FOR QUOTES #22-913-25**

PROJECT DESCRIPTION:	CONTACT PERSON NAME:	DATE STARTED:
	TITLE:	DATE COMPLETED:

INSURANCE CERTIFICATES (Attach a copy of each Insurance Certificate listed.)

DESCRIPTION	INSURANCE COMPANY	CERTIFICATE INCLUDED (REQUIRED)
Worker's Compensation		
Commercial General Liability		
Automobile		

24-HOUR CONTACT PERSON

NAME	TITLE	PHONE NUMBER

ABILITY TO PERFORM IN A TIMELY FASHION

_____ (Respondent's Company/Firm Name)

By: _____ (Signature)

_____ (Printed or Typed Name)

Title: _____

Date: _____

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

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:

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

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

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

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

(Print)

(Date)

(Signature)

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

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

Signature of:

Offeror, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and Sworn to before me

This _____ day of _____ 2018

Notary Public

My Commission Expires _____

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Number: _____ Date Received: _____

(Respondent)

(Signature)

(Printed or Typed Name)

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

SUPPLEMENTAL CONDITIONS

The following supplements the "General Conditions of the Contract for Non-Construction Contracts," form HUD-5370-C.

CONTRACT TYPE

This Contract shall be a requirements type Contract with HANO to perform the required scope of services on an on-call basis, whereby HANO will issue Task Orders in accordance with its needs at the rates set forth on the Contractor's Cost Proposal Form. HANO reserves the right to amend the not-to-exceed amount of the contract if it is in the best interest of HANO.

TASK ORDERS

Work shall be issued via written Task Orders, which must be executed by the Contractor and HANO prior to the start of work. The time of completion will be indicated on each Task Order. Once fully executed, the Task Order shall serve as the Notice to Proceed, and work may begin. 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 full force.

CONTRACT PERIOD

This contract shall be for a period of seven (7) months, with one option to extend for thirty (30) additional days. The option shall only be exercised if the contractor has satisfactorily performed under the contract. Contract extensions will not be automatic and must be approved by HANO. Services provided during the option period shall continue at the same rates negotiated for the initial contract period.

EMPLOYMENT TRAINING AND CONTRACTING POLICY

HANO strongly encourages Offerors to develop creative responses to this RFQu 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 RFQu. If applicable, Offerors should provide data on previous levels of participation on past projects

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 Contractor's own invoice.

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

PAYMENTS

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

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

INSURANCE

Prior to commencement of the Contract resulting from this solicitation, the Contractor 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 Contractor 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 Contractor or by subcontractors. Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

- Worker's Compensation
- Minimum Commercial General Liability Insurance of \$500,000 Bodily Injury and \$500,000 Property Damage to protect the Contractor and the Housing Authority
- Minimum 500,000 Automobile Liability

The Contractor 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.

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

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

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

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

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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

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 Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent 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 Respondent 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.

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.

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 5.3.4, HUD Handbook 7460.8 REV 2, 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 to HANO in confidence in response to this RFQ, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

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,

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

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 RFQ will survive the expiration or termination of that contract.

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.

RESPONDENT STATUS

The successful Offeror will be held to be an independent Contractor, and not 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 RFQ, 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

The successful Offeror shall not be permitted to advertise or promote the fact of their relationship with HANO in the course of marketing efforts, unless HANO provides express written approval prior to such advertising.

MEDIA RELATIONS

The Contractor 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.

DRUG FREE WORKPLACE

The successful Offeror must comply with the federal requirements of the Drug Free Workplace Act including mandatory drug screening for applicants and employees, and drug treatment opportunities as needed.

APPLICABLE LAW

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
MOVING SERVICES FOR FISCHER IV & IV-A RESIDENTS
REQUEST FOR QUOTES #22-913-25**

The contract resulting from this solicitation shall be governed by and construed according to the laws of the State of Louisiana, and venue for the enforcement of the contract shall be in the Civil District Court, Parish of Orleans, in the State of Louisiana.

[THIS SECTION LEFT BLANK INTENTIONALLY]