

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS**

**FOR**

**ON-CALL APPRAISAL SERVICES  
FOR HANO SCATTERED SITE PROPERTIES**

**RFP NUMBER: 20-912-14**

**SUBMISSION DATE: MARCH 26, 2020**

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

**Prepared By:**

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

**Issue Date: March 12, 2020**

**Evette Hester  
Executive Director**

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**HOUSING AUTHORITY OF NEW ORLEANS  
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FOR  
ON-CALL APPRAISAL SERVICES  
FOR HANO SCATTERED SITE PROPERTIES  
RFP #20-912-14**

The Housing Authority of New Orleans (HANO) is requesting sealed proposals from licensed, qualified and experienced contractors with a documented track record in providing appraisal services, who possess a Certified General Appraisal License issued pursuant to the State of Louisiana Real Estate Appraisers Board, to provide on-call appraisal services to HANO's scattered site properties. The contracts resulting from this Request for Proposals shall be structured as indefinite quantity type contracts where separate Task Orders for the required services will be issued as the need arises.

It is anticipated that one or more contracts may be awarded pursuant to this Request for Proposal. It is anticipated that the contract(s) resulting from this RFP shall be time and materials type contracts that provide for payment of direct labor hours at fixed hourly rates, and material at cost. The contracts shall be structured as indefinite quantity type contracts, where separate Task Orders for the required services will be issued as the need arises.

Sealed responses to this solicitation will be received by HANO in the Department of Procurement and Contracts until **2:00 P.M. CST on Thursday, March 26, 2020**.

Deliver **three (3)** complete sets of the required documents (one clearly marked or stamped "original", and **two (2)** copies) of the required submittals, in a sealed envelope or box clearly marked with the words "**RFP Documents**", to the following address:

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

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**

Single copies of the RFP package may be downloaded from the HANO website at [www.hano.org](http://www.hano.org).

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

HANO reserves the right to reject any or all proposals for just cause, waive any formalities in the submission process if it is in the best interest of the public to do so.

**HOUSING AUTHORITY OF NEW ORLEANS**

**Evette Hester  
Executive Director**

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**INDEX OF SUBMITTAL DOCUMENTS**

The Index of Submittal Documents is provided to assist in completing a responsive submittal. The Index of 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 DOCUMENTS</b>			
<b>DOCUMENT</b>	<b>REQUIRED SUBMITTAL</b>	<b>SIGNATURE REQUIRED</b>	<b>NOTARY/CORPORATE SEAL REQUIRED</b>
STATEMENT OF QUALIFICATIONS	√	√	
CONTRACTOR'S SUMMARY	√	√	√
HUD FORM 5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS	√	√	
CONTRACTOR'S SUMMARY	√	√	√
NON-COLLUSIVE AFFIDAVIT	√	√	√
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
ACKNOWLEDGEMENT OF ADDENDA	√	√	
EMPLOYEE VERIFICATION AFFIDAVIT	√	√	
COST PROPOSAL	√	√	

**NOTE: ALL REQUIRED SUBMITTAL DOCUMENTS MUST BE SUBMITTED WITH THE OFFEROR'S PROPOSAL PACKAGE.**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

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**SUPPLEMENTAL INSTRUCTIONS TO OFFERORS**

**1. Submission of Proposals**

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

**4100 Touro Street  
New Orleans, Louisiana 70122  
Attn: Audrey Plessy, Procurement Manager  
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 requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, at least 3 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, HANO may wish to amend, add to, or delete from the contents of this RFP. In such situations, HANO will issue an addendum setting forth the nature of the modification(s). All addenda will be available on the HANO website at [www.hano.org](http://www.hano.org). Hard copies may be faxed or mailed upon request.

**4. Proposal Submission**

Respondents shall submit one (1) original and three (3) copies of the required submittal documents in a sealed envelope or box clearly marked with the words "RFP Documents" to the Procurement and Contracts Department. All copies of the submittal must be identical in content and organization. The Respondent shall consider and include all requirements outlined in Part II - Submission Requirements.

**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 received no later than the proposal submission date and time. Proposals submitted after the designated date and hour will not be accepted for any reason. 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.

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

#### **9. Selection of Respondents**

Respondents shall be selected in accordance with the evaluation criteria contained herein, provided the proposal(s) is in the best interest of the housing authority (HANO). The selected Respondent(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 business days after notice of award, or the protest will not be considered. HANO shall issue a written decision to a properly filed protest within 15 business days of receipt.

#### **11. Certification of Legal Entity**

Prior to execution of a contract 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. Costs Borne by Respondent**

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

**13. Best Available Data**

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

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

Respondents may not make direct contact with HANO Staff, its Board Members, Evaluation Committee Members, Residents or Consultants regarding the RFP. 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.

**15. Respondent Responsibilities**

Each respondent is presumed by HANO to have thoroughly studied this RFP and become familiar with the requirements of this solicitation. Failure to do so may be at the Respondent's own risk.

**16. Public Access to Procurement Information/Confidentiality**

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

[THIS SECTION LEFT BLANK INTENTIONALLY]

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FOR HANO SCATTERED SITE PROPERTIES  
RFP #20-912-14**

**PART I – GENERAL BACKGROUND INFORMATION**

**1.1 Introduction/Background Information**

The Housing Authority of New Orleans (HANO) is currently seeking the services of qualified appraisers who possess the Certified General Appraisal License issued pursuant to the Louisiana Real Estate Appraisers Board, to appraise property on an as-needed basis. The types of appraisals needed will vary from vacant residential lots, large commercial vacant lots, and lots with buildings, such as duplex, multi-family, leasing offices/community buildings, vacant 1930's housing stock and office space. It is anticipated that one or more contracts may be awarded pursuant to this Request for Proposal.

**PART II – SCOPE OF SERVICES**

Appraisers shall provide HANO with hard copy appraisal reports submitted in a binder as well as in Microsoft Word or PDF format. The reports shall be labeled by property address and shall be prepared pursuant to the Uniform Standard of Professional Appraisal Practices (USPAP) standards of the Appraisal Foundation, the Louisiana Certified Appraisal Law, and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The appraisal reports shall include but not be limited to the following:

- Definition of the estate;
- Statement of the assumptions and limiting conditions affecting the appraisals;
- Adequate description of the physical characteristics of the property (legal descriptions, neighborhood amenities, site size, flood zone, street surface, site improvements (not valued). The legal description of the property to be appraised to be provided by the client);
- Statement of known and observed encumbrances, zoning, present use and analysis of the highest and best use;
- State of general market conditions and neighborhood conditions;
- Sufficient market sales to reliably support the market value (not less than three (3) comparable sales)
- Description of comparable sales, including photographs and a description of relevant physical, legal and economic factors such as method of financing;
- Statement of the market value of the real property;
- Effective date of the valuation, date of the appraisal, signature and certification of the appraiser;
- Photographs of the subject sites and street scenes;
- Map identifying the subject property and comparable sales;
- Plot plan identifying each property being appraised – to be provided by the client; and,

- All relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. If more than one approach is used, there shall be an analysis and reconciliation of approaches to value that are sufficient to support the appraiser's opinion of value.

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

Listed below are the sections that must be included in the written proposal. Each section must be clearly labeled using the bold-faced titles listed below. The required submission must be bound and each section tabbed.

#### **3.1 Staffing and Qualifications**

Provide information regarding staff experience and qualifications that demonstrates the respondent's capacity to perform the required services. Include an organizational chart that illustrates respondent's overall staffing approach for completing the required work. Include in the chart all key personnel, and consultants who may be assigned work under this contract.

Provide resumes, licenses, and/or certifications of key personnel, and consultants who will perform the services required by the contract resulting from this RFP. Identify their specific role in the provision of services required. Resumes should include the particular relevant experience of the individual as it relates to their proposed role in the project, in addition to the education, career and achievement data typically included in a resume.

#### **3.2 Relevant Experience and Past Performance**

Identify similar or related projects relevant to the scope of work identified in this RFP that have been completed to date or are currently active, and each major participant in the project.

For each project identified provide:

- Project description
- The client for whom the services were performed
- The particular services performed by the respondent on the project (including the type of appraisals performed and the total number of units appraised)
- The dollar value of the contract
- The duration of the contract including start and completion dates, or projected completion date if still active
- A reference contact for the contract with name, address, phone number, and email.

The respondent should also demonstrate, through a detailed written explanation, its experience in appraising public and/or private housing units.

#### **3.3 Respondent's Approach and Response to Scope of Services**

Provide a detailed narrative that demonstrates the approach to be used by the respondent. The respondent should outline its anticipated approach for each element of work identified in the Scope of Services, including standard appraisal procedures to be used for this engagement. The approach outlined should address how services will be immediately provided upon issuance of a Task Order.

Describe possible constraints that may arise during the performance of the services and outline proposed solutions.

### **3.4 Fee Proposal**

Using respondent firm's format, submit your firm's fee proposal in a **separate sealed envelope** clearly identified with the words, "Confidential Fee Proposal".

Respondent shall submit a fee proposal on its firm's letterhead detailing its proposed compensation structure including fee and payment schedule. To the extent possible, fees will be paid conforming to accepted standards used in the real estate appraisal industry. Clearly indicate the required fee for the type of appraisal anticipated in the scope of services.

Also provide and attach to the completed Fee Proposal Form, a detailed cost breakdown and narrative explaining each cost element.

### **3.5 Required Certifications**

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

- Contractor's Summary
- HUD Form 5369 C – Certifications and Representations of Offerors - Non-Construction Contract
- Certification of Contractor Non-Exclusion
- Non-Collusive Affidavit
- Acknowledgement of Addenda
- Employee Verification Affidavit
- Fee Proposal

## **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 that will comprise the competitive range, from which final selection will be made. Stage II of the evaluation process will be reserved for the competitive range firms only. Scoring will be based upon how well the respondent's qualifications meet the evaluation 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 respondents to be included in the competitive range.

The competitive range shall include those respondents who are determined through the evaluation process and due diligence review (verification of contractor responsibility) to be the most qualified. These respondents 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 short list.

Stage II of the evaluation process will entail presentations/interviews with the respondents on the short list. 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 pose questions to clarify information provided in the written proposals. Stage II evaluation will be conducted upon completion of the presentations/interviews in accordance with the same procedures and criteria as 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 RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period, or if the total points received after evaluations is unacceptable, as determined by HANO. Further, HANO reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked firm(s) from Stage I of the evaluation process. If an Agreement cannot be negotiated with a firm, HANO will terminate negotiations with that firm and the procedure will continue until acceptable contracts 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.

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

#### **4.2 Evaluation Criteria**

##### **Evaluation Criteria**

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Staffing and Qualifications	35 Points
Relevant Experience and Past Performance	35 Points
Respondent's Approach and Response to Scope of Services	30 Points

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**Total Possible Points**

**100 Points**

# ATTACHMENT A

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

**Applicability.** This form HUD-5370C 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 905.200) 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (i) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (i) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (ii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

#### 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any



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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

#### **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

#### **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL APPRAISAL SERVICES  
FOR HANO SCATTERED SITE PROPERTIES  
RFP #20-912-14**

**SUPPLEMENTAL CONDITIONS**

**Contract Type/Contract Amount**

Contracts shall be Indefinite Delivery Indefinite Quantity type Contract(s) with HANO to perform the required scope of services on an on-call basis, which will provide for the payment of direct labor hours at fixed hourly rates. The Contract(s) shall provide for no minimum assignment of Work. All Work performed under the Contract(s) shall be in the cumulative not-to-exceed amount of \$25,000.00, per year.

**Contract Period**

This Contract shall be for an initial period of one (1) year, with an option to extend for two (2) additional one-year periods.

**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.

**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.

**Payments**

All vendors should submit invoices to the Finance Department with a copy to the Modernization and Development 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 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.

- 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.

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.

### **Indemnification**

The successful Respondent 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.

### **Ethics Policy**

The selected Respondent 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 Respondent will be held to be an independent Consultant, and will not be an employee of HANO.

## **Assignment**

The successful Respondent 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 Respondent 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 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.

## **Rules, Regulations, and Licensing Requirements**

The successful Respondent 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 Respondent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Respondents 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.

## **Certification of Legal Entity**

Prior to execution of the Contract Agreement, the Respondent 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 Respondent 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, Respondents 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 Respondent 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 Respondent under its sole direction, and not employees or agents of HANO.

**Respondent Status**

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

[THIS SECTION LEFT BLANK INTENTIONALLY]

**ATTACHMENT B**

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL APPRAISAL SERVICES  
FOR HANO SCATTERED SITE PROPERTIES  
RFP #20-912-14**

**STATEMENT OF QUALIFICATIONS**

<b>BUSINESS NAME:</b>	<b>TELEPHONE NUMBER:</b>
<b>BUSINESS ADDRESS:</b>	<b>FAX NUMBER:</b>
<b>LOUISIANA STATE CONTRACTORS LICENSE #</b>	<b>NAME AND TITLE OF PERSON SUBMITTING:</b>

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

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

**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.)**

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



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 SERVICES (use additional sheets if necessary)**


\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Printed Name of Signatory)

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

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

**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. 7/30/98)

Public reporting burden for this collection of information is estimated to average 6 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 forms are required for nonconstruction contracts awarded by Housing Agencies (HAs). The forms are 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

(ii) 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 APPRAISAL SERVICES  
FOR HANO SCATTERED SITE PROPERTIES  
RFP #20-912-14**

**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: \_\_\_\_\_

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**CERTIFICATION OF CONTRACTOR NON-EXCLUSION**

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

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

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

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

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

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

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

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

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

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

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

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**NON-COLLUSIVE AFFIDAVIT**

**(Respondent)**

**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/Quote/Bid, affirms that such Proposal/Quote/Bid is genuine and not collusive or sham: that said **OFFEROR** has not colluded, conspired, connived or agreed, directly or indirectly with any **OFFEROR** or other person, to put in a sham Proposal/Quote/Bid, or to refrain from proposing/quoting/bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the Proposal/Quote/Bid price for affiant or any other **OFFEROR**, or to fix any overhead, profit or cost element of said Proposal/Quote/Bid price, for affiant or that of any other **OFFEROR**, or to secure any advantage against the Housing Authority of New Orleans, or to secure any personal interest in the proposed contract(s), and that all statements in said Proposal/Quote/Bid are true.

Signature of

\_\_\_\_\_  
Respondent, if an individual

\_\_\_\_\_  
Partner, if the OFFEROR is a partnership

\_\_\_\_\_  
Officer, if the OFFEROR is a corporation

Subscribed and Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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**ACKNOWLEDGEMENT OF ADDENDA**

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

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

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

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

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

\_\_\_\_\_  
(Respondent's Firm/Company Name)

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

\_\_\_\_\_  
(Printed Name and Title of Signatory)

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**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 administered 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 \_\_\_\_\_