

HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR QUALIFICATIONS
FOR
ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES

RFQ NUMBER: 20-910-18

SUBMISSION DATE: Friday, July 17, 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: Monday, June 22, 2020

**EVETTE HESTER
EXECUTIVE DIRECTOR**

TABLE OF CONTENTS

REQUEST FOR QUALIFICATIONS

INDEX OF SUBMITTAL DOCUMENTS

INSTRUCTIONS

- Instructions to Offerors – Non-Construction HUD Form 5369-B
- Supplemental Instructions to Respondent

PART I – GENERAL INFORMATION

PART II – SCOPE OF SERVICES

PART III – TASK ORDERS

PART IV – SUBMISSION REQUIREMENTS

PART V – PROCUREMENT PROCESS

APPENDIX A

- (Sample) Model Form of Agreement Between Owner and Design Professional – HUD Form 51915
- (Sample) Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development – HUD Form 51915-A
- Supplemental Conditions

APPENDIX B

- Employee Verification Affidavit
- Contractor's Summary
- HUD Form 5369C - Certifications, Representations of Offerors – Non Construction Contract
- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- Acknowledgement of Addenda
- Employment, Training and Contracting Policy
 - Section 3 Employment Action Plan
 - Section 3 Training Action Plan
 - Contracting Action Plan for Section 3/DBE/WBE
 - List of Core Employees
 - Statement of Understanding
- Schedule of Hourly Rates (submitted in a separate sealed envelope)

APPENDIX C

- (Sample) Task Order Form

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

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18**

The Housing Authority of New Orleans is requesting sealed qualification submittals from Architectural and Engineering (A/E) firms registered in the State of Louisiana to perform design services at various HANO properties. Specific orders for design services will be made via issuance of Task Orders under the on-call design services contract. It is anticipated that one (1) indefinite quantity type contract will be awarded to a single firm pursuant to this solicitation.

Sealed submittals will be received by in the Department of Procurement and Contracts until **2:00 p.m.** local time on **Friday, July 17, 2020.**

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

Housing Authority of New Orleans
Department of Procurement and Contracts
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 when submitting request for qualification submittals:

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

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

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

Housing Authority of New Orleans reserves the right to reject any or all submittals for just cause and to waive any informalities in the submission process.

**HOUSING AUTHORITY OF NEW ORLEANS
Evette Hester
Executive Director**

**REQUEST FOR QUALIFICATIONS
ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18**

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 qualification submittals, all documents that are checked as a "Required Submittal". Documents that are checked "Signature Required" must be properly executed. Documents that are checked "Notary/Corporate Seal Required" must be notarized and/or have a corporate seal affixed.

| INDEX OF SUBMITTAL DOCUMENTS | | | |
|---|---------------------------|---------------------------|---------------------------------------|
| DOCUMENT | REQUIRED SUBMITTAL | SIGNATURE REQUIRED | NOTARY/CORPORATE SEAL REQUIRED |
| CONTRACTOR'S SUMMARY | √ | √ | √ |
| HUD FORM 5369C – CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF OFFERORS- NON-CONSTRUCTION | √ | √ | |
| NON-COLLUSIVE AFFIDAVIT | √ | √ | √ |
| CERTIFICATION OF CONTRACTOR NON-EXCLUSION | √ | √ | |
| ACKNOWLEDGEMENT OF ADDENDA (IF REQUIRED) | √ | √ | |
| EMPLOYEE VERIFICATION AFFIDAVIT | √ | √ | √ |
| SECTION 3 EMPLOYMENT ACTION PLAN | √ | √ | |
| SECTION 3 TRAINING ACTION PLAN | √ | √ | |
| CONTRACTING PLAN FOR SECTION 3/DBE/WBE | √ | √ | |
| STATEMENT OF UNDERSTANDING | √ | √ | |
| WRITTEN QUALIFICATION SUBMITTAL (IN ACCORDANCE WITH PART IV – SUBMISSION REQUIREMENTS) | √ | | |
| SCHEDULE OF HOURLY RATES (SUBMIT IN A SEPARATE SEALED ENVELOPE) | √ | √ | |

NOTE: ALL REQUIRED SUBMITTAL DOCUMENTS MUST BE SUBMITTED WITH THE SUBMITTAL OF QUALIFICATIONS 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:]

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

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18**

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

1. Submission of Qualifications

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

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

2. Interpretations/Questions

During the period between issuance of this RFQ and the submittal due date, no oral interpretation of the RFQ's requirements will be given to any prospective offeror. Requests for interpretation must be made, in writing, at least three (3) business 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)
Email: dwiltz@hano.org**

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

3. Addendum and Update Procedures for the RFQ

During the period of advertisement for this RFQ, HANO may wish to amend, add to, or delete from, the contents of this RFQ. In such situations, HANO will issue an addendum to the RFQ setting forth the nature of the modification(s). HANO will post all addenda pertaining to this RFQ on its website at www.hano.org. Hard copies may be mailed and/or faxed upon request.

4. Submission Format

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

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

5. Submittal Forms

Provide, as a part of the submission, all required certifications and forms, as listed on the Index of Submittal Documents page and included in **Appendix B** of this RFQ. 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 Submissions

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

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

7. Time for Reviewing Submissions

Submissions received prior to the due date and time will be securely kept, unopened. After the closing date, all submittals received are opened and evaluated in confidence. Qualification submittals are not opened publicly. The Contracting Officer's authorized designee will decide the time to open and review submittals. Once submitted, qualification submittal becomes the property of HANO.

8. Withdrawal of Submissions

Submissions 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 submission opening. Negligence on the part of the Respondent in preparing its submission confers no right of withdrawal or modification of its submission after the due date and time.

9. Selection of Respondent

Respondent shall be selected in accordance with the evaluation criteria contained herein, provided the submission is in the best interest of the housing authority (HANO). The selected A/E firm 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. Louisiana Secretary of State

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

13. Costs Borne by Respondent

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

14. Best Available Data

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

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

Respondent may not make direct contact with HANO Staff, its Board Members, Evaluation Committee Members, Residents or Consultants. All communications regarding the RFQ 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.

16. Respondent Responsibilities

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

17. 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 RFQ, not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

[THIS SECTION LEFT BLANK INTENTIONALLY]

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

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18**

PART I – GENERAL INFORMATION

1.1 INTRODUCTION

The Housing Authority of New Orleans is requesting sealed qualification statements from A/E firms registered in the State of Louisiana to provide full A/E services as defined by, and in accordance with the Model Form of Agreement Between Owner and Design Professional - HUD Form 51915, the Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development – HUD Form 51915A, and the Supplemental Contract Provisions to plan, design, prepare plans and specifications, and provide subsequent contract administration services required for the modernization of various portions of the HANO properties located throughout the City of New Orleans.

It is anticipated that one (1) indefinite quantity type contract will be awarded to a single firm pursuant to this solicitation.

PART II – SCOPE OF SERVICES

The purpose of this Request for Qualifications (RFQ) is to procure a single Architectural/Engineering (A/E) firm registered in the State of Louisiana to provide a full scope of architectural and engineering services to plan, design, prepare drawings and specifications; and provide subsequent contract administration services required for the modernization of various portions of the HANO properties located throughout the City of New Orleans.

A/E services shall be provided as defined by, and in accordance with:

- HUD Form 51915: Model Form of Agreement Between Owner and Design Professional (On-call Design Contract);
- HUD Form 51915A: Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development; and
- Supplemental Conditions
- This RFQ

Specific orders for A/E design services will be made via Task Orders issued under the On-Call Design Contract. Examples of individual Task Orders include advising HANO on specific technical matters; evaluating the long term capital needs of each development; designing repairs and capital improvements for public bid; and assessing compliance with Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS) and Fair Housing Act (FHA) requirements; as well as Bid/Construction Documents. All design work shall comply with:

- HUD Handbook 7485.2, latest edition, Public Housing Modernization Standards Handbook,
- 24 CFR Part 8, Subpart C -- Section 504 of the Rehabilitation Act of 1973 and the Uniform Federal Accessibility Standards
- Where applicable, ADA/UFAS Standards for Accessible Design
- Where applicable, Design and construction requirements of the Fair Housing Act
- HANO Design Guide for New Affordable Housing

- Housing Quality Standards (HQS)
- Uniform Physical Condition Standard (UPCS)
- HUD Minimum Property Standards 24 CFR 200 Subpart S (200.925-955), HUD Handbook 4910.1
- Louisiana Housing Corporation design requirements for LIHTC programs, when applicable
- Certification in a local or national green building certification program, when applicable
- Applicable codes, ordinances, and regulations of the City of New Orleans, State of Louisiana, and Federal Government.

The comprehensive design services may include some or all of the design items below. Individual task orders will specify an exact scope of services that may include, but not necessarily be limited to some or all of the items below.

1. Rehabilitation of apartment unit interiors including electrical, plumbing, and mechanical upgrades, drywall repair and painting, flooring repair/replacement, and cabinetry repair.
2. Energy efficiency studies and associated reports.
3. Modernization of high-rise systems including fire alarm, elevators, sprinkler, electrical, mechanical systems (including chiller plant).
4. Selective demolition of the interiors of existing housing units as may be required for rehabilitation.
5. Rehabilitation of apartment unit exteriors including painting, building envelopes repairs (siding, trim, etc.), roofing repairs/replacement, landscaping, storm drainage.
6. Repair/refurbishment of exterior amenities, such as playgrounds and tot lot play equipment and amenities (e.g., benches, trash receptacles, etc.), parking lots, sidewalks and walks, street and parking area lights, access gates, and fencing, etc.
7. Rehabilitation of community building(s).
8. Furniture, fixtures and equipment (FF&E) design for the community buildings and or common areas.
9. Site utilities, including individual water meter conversion; and coordination with utility companies/agencies as well as City officials.
10. Analysis of site Infrastructure, including street conditions, street lighting, water distribution, sewer, storm drainage, curbs and gutters, walks and sidewalks, barrier free ramps, and other utilities for compliance with Code, ADA, UFAS and FHA; as well as preparation of the required Bid/Construction Documents.
11. Assisting HANO with getting various streets and utilities accepted by the City.
12. Geo-technical soils engineering investigations.
13. Construction materials testing.

14. Initial site survey(s), topographic survey(s), and ALTA survey(s) as required to support project design and obtain regulatory review/approval of design.
15. Application and response to authorities having jurisdiction to achieve final approval for the issuance of permits, including subdivision approval and all sub-consultant specialists.
16. Pile load design and testing.
17. Storm Water Pollution Prevention Plan.
18. Traffic planning and related consulting services.
19. Planning and implementation for planning and design charrettes with residents, community stakeholders, City officials, and other stakeholders.
20. Meetings and presentations to residents and stakeholders that may be scheduled after hours and/or on weekends.
21. Cost estimating services to establish/confirm project budget.
22. Proactive value engineering services as required to meet HANO's budget while maintaining the development timeline and project integrity.
23. Storm damage repair.
24. The A/E shall ensure the professional quality, technical accuracy, and coordination of all services required under the contract resulting from this RFQ.
25. The A/E firm shall prepare Bid/Construction Documents and provide all required services that may accommodate multiple general contracts.

PART III – TASK ORDERS

The Scope of Services outlines a range of architectural and engineering services that may be required to support HANO's initiatives for the modernization, renovation, and redevelopment of housing units and support facilities at its housing developments throughout the City of New Orleans. Task Orders will identify the specific services required for each Task Order.

The Consultant will be required to respond, sometimes simultaneously, to a variety of individually authorized Task Orders in a timely fashion. Consultant shall provide sufficient management and professional personnel to properly perform the authorized services.

The process of issuing a Task Order shall be as follows:

1. HANO will issue a written Request for Proposal Request (RFP) for each specific Task Order. Project or task-specific Supplemental Conditions may be added.
2. The respondent shall submit the following components in a written response to HANO's RFP within the specified time period:
 - a) A description of proposed tasks and methods
 - b) Qualifications to proposed tasks and methods

- c) Schedule for completion of the task
 - d) List of deliverables
 - e) List of personnel to be assigned to the project
 - f) Schedule of Hourly Rates (Appendix B) that details the hours and rates for persons assigned to complete each activity involved in the task in accordance with the original Fee Proposal submitted in response to this RFP
3. Upon receipt of a Schedule of Hourly Rates package and negotiation of a firm scope and price, HANO will prepare and issue a Task Order on the form provided in Appendix C.
 4. Acceptance of a Task Order by both parties serves as Notice to Proceed.

PART IV – SUBMISSION REQUIREMENTS

- 4.1 Listed below are the sections that must be included in your submittal. Each section must be clearly labeled using the bold-faced titles listed below, and shall be assembled in the order described below. The submittal must be bound and each section labeled.

Respondent must compile their responses using the following outline:

1. **Submission of Qualifications and Table of Contents**

1. **Submission of Qualification Documents**

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

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

2. **Table of Contents**

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

- 4.2 **Background and Relevant Experience**

- Provide Respondent's firm full legal name, founding date, entity type, and business expertise, brief history, ownership structure
- Submit detailed information on at least three prior (3) projects that demonstrate the respondent's similar experience in performing the services outlined in the Scope of Services. Include the following:

General information

- Project description: Provide project name, address, brief description of work
- Client Reference: Provide the name the client for whom the respondent's services were performed. Provide contact name, address, phone number, and email.

Approach to the project

- Explain tangible measures that your firm/team employed to control schedule, quality, and costs.
- Explain how the project demonstrates knowledge of State and Local building codes.

Types of projects experience

- Contract Value: Provide the dollar value of the contract for the services that the respondent performed and the anticipated or actual construction value of the design services. Construction contract values between \$100,000 and \$3,000,000 are anticipated under this scope.
 - State whether U.S. Department of Housing and Urban Development standard forms & procedures were used, including experience with HUD Forms 5370 & 51000 series.
 - State experience with public housing authorities.
 - State experience with affordable housing other than with public housing authorities.
 - Describe successful coordination of multi-phased projects where units are occupied during the construction period.
 - Describe experience producing construction documents for public bid under the Louisiana Public Bid Law and experience successfully administering construction contracts signed under Louisiana Public Bid Law regulations.
 - Demonstrate experience with high rise apartment rehab, especially mechanical, electrical, fire protection, and vertical transportation systems repairs and upgrades.
- Describe any unique processes or procedures within the Respondent's firm that would be beneficial to HANO when handling proposed Task Orders.

4.3 Staffing and Qualifications

- Describe the overall staffing approach to be used in connection with this contract. Include in the description the approach to be used to ensure that qualified and experienced staff persons are assigned to this contract. Provide resumes or curriculum vitae of each such key personnel.
- Provide a description of the qualifications of key subcontractors anticipated to be used to complete contract work

- Provide evidence of capability to provide services in a timely manner; i.e. evidence of current and anticipated workload, appropriate staffing and facilities, etc.
- Provide a list of all applicable professional licenses, certifications, and accreditations.
- Provide current information on the amount of professional liability insurance coverage carried by Respondent's firm. Include insurance for key sub-consultants proposed. List and describe any claims within the past 5 years levied against your firm and your sub-consultants, and against key individuals within your firm and sub-consultants' firm.
- Provide HANO with a single point of contact that can be contacted regarding all matters related to the contract.

4.4 Employment and Contracting Action Plan

- Submit Employment, Contracting, and Training Plans. The level of participation will be evaluated through an assessment of the action plans submitted.
- Consideration will be given to the respondent who explains the methods that will result in exceeding DBE, WBE, and Section 3 business enterprise contracting, and Section 3 resident employment and training requirements.
- Provide data on previous levels of Section 3 Employment, Section 3 Training, as well as Section 3, DBE, WBE contracting participation on past projects.

4.5 Schedule of Hourly Rates (Submitted in a Separate Sealed Envelope)

Provide a schedule of hourly rates on the Schedule of Hourly Rates Form provided in **Appendix B**. Submit in a **separate sealed envelope** clearly identified with the words, "Confidential Schedule of Hourly Rates".

PART V – PROCUREMENT PROCESS

5.1 Qualification Submittal Evaluation/Contract Award

Qualifications 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 respondent that will be included in the competitive range (short list), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for the short listed firms only. Scoring will be based upon how well the qualification submittal meets the criteria established in this RFQ.

During Stage I of the evaluation process, submittals 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 competitive range.

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

HANO reserves the right to make no award or decline to enter into negotiations should it believe that no respondent to this RFQ will be capable of delivering the necessary level of services within an acceptable price range and/or time period, or if the total points received after evaluations is unacceptable, as determined by HANO. Further, HANO reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked firm from Stage I of the evaluation process. If an Agreement cannot be negotiated with a firm, HANO will terminate negotiations, and the procedure will continue with the next highest ranked respondent until a contract has been negotiated. The contract and subsequent contract amendments 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.

5.2 Evaluation Criteria

Evaluation Criteria

| | |
|--|-------------------|
| Submission Requirements | 5 Points |
| Background and Relevant Experience | 56 Points |
| Staffing and Qualifications | 24 Points |
| Employment, Training, and Contracting Plan | 15 Points |
| Total Possible Points | 100 Points |

[THIS SECTION LEFT BLANK INTENTIONALLY]

APPENDIX A

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

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

**Model Form of Agreement Between
Owner and Design Professional**

Model Form of Agreement Between Owner and Design Professional

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

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

Public reporting burden for this collection of information is estimated to average 3 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

Table of Contents

Page

Introduction

Article A: Services

A. 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services

A. 1.2 Phases and Descriptions of Basic Services

A. 1.2.1 Schematic Design/Preliminary Study Phase

A. 1.2.2 Design Development Phase

A. 1.2.3 Bidding, Construction and Contract Document Phase

A. 1.2.4 Bidding and Award Phase

A. 1.2.5 Construction Phase

A. 1.2.6 Post Completion/Warranty Phase

A. 1.3 Time of Performance

A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services

A. 2.2 Written Addendum or Contract Amendment

Article B: Compensation and Payment

B. 1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services

B. 1.2 Payment Schedule

B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses

B. 2.1.1 Travel Costs

B. 2.1.2 Long-Distance Telephone Costs

B. 2.1.3 Delivery Costs

B. 2.1.4 Reproduction Costs

B. 2.1.5 Additional Reimbursables

B. 3.0 Additional Services

B. 3.1 Payment for Additional Services

B. 4.0 Invoicing and Payments

B. 4.1 Invoices

B. 4.2 Time of Payment

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services

C. 1.2 Additional Services

C. 1.3 General Responsibilities

C. 1.4 Designing within Funding Limitations

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations

C. 1.6 Seal

C. 1.7 Attendance at Conferences

C. 2.0 Owner's Responsibilities

C. 2.1 Information

C. 2.2 Notice of Defects

C. 2.3 Contract Officer

| | |
|--|----|
| C. 2.4 Duties to Furnish | |
| C. 2.4.1 Survey and Property Restrictions | |
| C. 2.4.2 Existing Conditions | |
| C. 2.4.3 Waivers | |
| C. 2.4.4 Minimum Wage Rates | |
| C. 2.4.5 Tests | |
| C. 2.4.6 Contract Terms | |
| Article D: Contract Administration | |
| D. 1.0 Prohibition of Assignment | |
| D. 1.1 Ownership of Documents | |
| D. 1.2 Substitutions | |
| D. 1.3 Suspension | |
| D. 1.4 Subcontracts | |
| D. 1.5 Disputes | |
| D. 1.6 Terminations | |
| D. 1.7 Insurance | |
| D. 1.8 Retention of Rights | |
| Article E: Additional Requirements | 8 |
| E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development E. | |
| 1.1 Contract Adjustments | |
| E. 1.2 Additional Services | |
| E. 1.3 Restrictive Drawings and Specifications | |
| E. 1.4 Design Certification | |
| E. 1.5 Retention and Inspection of Records | |
| E. 1.6 Copyrights and Rights in Data E. 1.7 Conflicts of Interest | |
| E. 1.8 Disputes | |
| E. 1.9 Termination | |
| E. 1.10 Interest of Members of Congress | |
| E. 1.11 Limitation of Payments to Influence Certain Federal Transactions | 1 |
| E. 1.12 Employment, Training and Contracting Opportunities for Low income Persons, Section 3, HUD Act of 1968 | 1 |
| E. 1.13 Reserved | 1 |
| E. 1.14 Clean Air and Water (Applicable to Contracts in excess of \$100,000) | 1 |
| E. 1.15 Energy Efficiency | 1 |
| E. 1.16 Prevailing Wages | 1 |
| E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts | 1 |
| E. 1.18 Prohibition Against Liens | 1 |
| Article F: Other Requirements (If any) | 11 |
| Execution of Agreement | 11 |
| Addendum (If any) | 1 |

Introduction to Agreement

Agreement

made as of the _____ day of _____ in the year (yyyy) of _____

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in plan-ning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- o Architecture
- o Site Planning
- o Structural Engineering
- o Mechanical Engineering
- o Electrical Engineering
- o Civil Engineering
- o Landscape Architecture
- o Cost Estimating
- o Construction Contract Administration

A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- o Site plan(s)
- o Schedule of building types, unit distribution and bedroom count
- c Scale plan of all buildings, and typical dwelling units
- c Wall sections and elevations
- c Outline specifications
- c Preliminary construction cost estimates
- c Project specific analysis of codes, ordinances and regulations
- c Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- o Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- o Outline specifications
- o Cost estimates and analysis
- o Recommendations for phasing of construction
 - c Site plan(s)
 - c Landscape plan
 - c Floor plans
 - c Elevations, building and wall sections
 - c Updated three dimensional line drawings
 - c Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Development Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- o Solicitation for Bids
- o Form of Contract
- o Special Conditions
- o General Conditions
- o Technical Specifications
- o Plans and drawings
- o Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- o Responding to inquires
- o Drafting and issuing addendum approved by Owner
- o Attending prebid conference(s)
- o Attending public bid openings
- o Reviewing and tabulating bids
- o Recommending list of eligible bids
- o Recommending award
- o Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- o Administer the Construction Contract.
- o Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- o Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- o At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- o Monitor the quality and progress of the work and furnish a written field report weekly, semi monthly, monthly, or _____ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- o Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- o Review, approve and submit to Owner the Contractor Requests for Payment.
- o Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- o Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- o Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- o Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- o Negotiate, prepare cost or price analysis for and counter-sign change orders.
- o Prepare written punch list, certificates of completion and other necessary construction close out documents.
- o Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- o Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- o Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- o Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's schedule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- o Schematic Design/Preliminary Study Documents within _____ calendar days for the date of the receipt of a Notice to Proceed.
- o Design Development Documents within _____ calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- o Bidding, Construction and Contract Documents within _____ calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

Article B: Compensation and Payment B.

1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of \$ _____ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

| Phase | Amount |
|---|----------|
| Schematic Design/Preliminary Study Phase | \$ _____ |
| Design Development Phase | \$ _____ |
| Bidding, Construction & Contract Document Phase | \$ _____ |
| Bidding & Award Phase | \$ _____ |
| Construction Phase | \$ _____ |
| Post Completion/ Warranty Phase | \$ _____ |
| Total Basic Services | \$ _____ |

B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of \$ _____ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance telephone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract documents, excluding the cost of reproductions for the Design Professional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agreement to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be limited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

B. 3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a

maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conformance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agreement does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Professional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) \$ _____ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the Design Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Profes-

sional to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. If the Project is within an Indian reservation, tribal laws, codes and regulations shall be substituted for state and local laws, codes, ordinances and regulations. However, on such a Native American Projects, the Owner may additionally designate that some or all state and local codes shall apply. In some of these circumstances, a model national building code may be selected by the Indian or Native American Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement.

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law or when the project is located on an Indian Reservation.

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meetings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconformance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "as-built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional's rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner's convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are required by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

| Insurance | Limits or Amount |
|-----------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

D. 1.8 Retention of Rights. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional's negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (f) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of

his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

E. 1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R. 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

E. 1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Article F: Other Owner Requirements (if any)

(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

Addendum (If any)
(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the _____ day of _____ in the year (yyyy) of _____ between the Owner _____ and Design Professional _____ on Project _____. The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this _____ day of _____ in the year (yyyy) of _____

Owner

Design Professional

(Housing Authority)

(Firm)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Print Title)

(Print Title)

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

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

**Contract Provisions Required by Federal Law
or Owner Contract with the
U.S. Department of Housing and Urban Development**

Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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

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

Public reporting burden for this collection of information is estimated to average 3 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

1.13 Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

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

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18**

SUPPLEMENTAL CONDITIONS

The Supplemental Contract Provisions contain changes from and/or additions to HUD 51915 and HUD 51915-A. Where any part of HUD 51915 and/or HUD 51915-A is modified or voided by the Supplemental Contract Provisions, the unaltered provisions shall remain in effect. All Supplemental Provisions shall be considered as added thereto.

1. HUD Form 51915, Article A.1.2.4, Bidding and Award Phase

The bidding and award phase shall include the following:

- Distribute bidding, construction, and contract documents to contractors. Reproducible documents, CD or electronic files will be placed with a reprographics service in New Orleans. Contractors, bidders, and others may order and purchase as many sets of drawings and specification sets as desired, at cost, directly from the reprographics service.
- Maintain a comprehensive list of all plan holders, and periodically provide to HANO upon request.
- Participate in project walkthroughs during the course of the bidding stage.
- Provide HANO with three (3) sets of construction documents with all addenda fully incorporated.
- Provide HANO with a CD containing the construction documents and addenda in pdf format for electronic filing and storage.

2. HUD Form 51915, Article B.2.0, Reimbursable

The HUD 51915 (9/98) Model Form of Agreement Between Owner and Design Professional language shall be modified to include within the Firm Fixed Fee for Basic Services all costs typically reimbursed to the Architect outside of the Basic Services. Expenses within the following descriptions shall be included in the A/E's base fee without markup, and shall be paid for within basic services by HANO without markup from the A/E.

- Travel costs
- Reproduction & plotting of in-house materials and three (3) sets for every required submission to HANO, and for bidding as described in paragraph 1 of the Supplemental Contract Provisions.
- Communications
- Insurance
- Delivery & postage
- Overtime work to complete the project within schedule
- Renderings and models prepared as part of the design process to illustrate the design.

3. HUD Form 51915, Article B.3.0, Additional Services

Compensation for Additional Services of the Architect's consultants shall not contain an additional fee or mark up from the Architect.

CONTRACT TYPE/CONTRACT AMOUNT

It is anticipated that the contract resulting from this RFQ will be an indefinite quantity type contract, with no minimum guaranteed assignment of work. The cumulative amount of Task Orders issued to the awarded contractor under this contract shall not exceed \$3,000,000.00, subject to HUD funding availability.

CONTRACT PERIOD

The contract shall be for an initial period of two (2) years, with an option to extend the contract for up to an additional one (1) year option period. The options shall only be exercised if the selected contractor has satisfactorily performed under the contract. Contract extension option may not be automatic and is subject to funding availability.

TASK ORDERS

The Scope of Services outlines a range of architectural and engineering services that may be required in support of HANO's initiatives for the modernization and redevelopment of housing units and support facilities in New Orleans. Task Orders shall identify the specific services required for a specific project.

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.

INSURANCE

Prior to commencement of the contract resulting from this RFQ, the selected respondent shall procure and maintain at all times and at respondent's own expense Professional Liability insurance covering acts, errors, or omissions and shall be maintained with limits of not less than \$1,000,000.00 per occurrence. When policies are renewed or replaced, the policy retroactive

date must coincide with, or precede, start of services under the contract. The selected insurance carrier must be authorized to do business in the State of Louisiana and the insurance provided will cover all operations under the contract, whether performed by the Respondent or by subcontractors. Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

REQUEST FOR TAXPAYER NUMBER AND CERTIFICATION (W-9)

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

INDEMNIFICATION

The successful 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 RFQ will survive the expiration or termination of that contract.

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

PERSONNEL

In submitting their qualification submittals, respondent is representing that the personnel described in their qualification submittals 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 qualification submittal 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.

CERTIFICATIONS

In submitting the qualification submittal, the respondent is indicating a willingness to comply with all terms and conditions of this RFQ including but not limited to those set forth in HUD Form 51915 Model Form of Agreement Between Owner and Design Professional; HUD Form 51915-A Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development; and these Supplemental Conditions.

CERTIFICATION OF LEGAL ENTITY

Prior to execution of the contract, the awarded 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.

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. Respondent is 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 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 RFQ, not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

BEST AVAILABLE DATA

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

COMPLIANCE REPORTING

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

RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS

Assessment materials generated as a result of performing the Scope of Services contained in this contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of The Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold or disclosed to parties other than those named on the contract without the express written permission of The Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of and grounds for immediate termination of the contract.

ETHICS POLICY

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

THIRD PARTY CLAIMS ON SOFTWARE

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

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. Respondent is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

CONTRACTUAL OBLIGATIONS

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

RESPONDENT STATUS

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

ADVERTISING

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

MEDIA RELATIONS

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

REIMBURSABLES

The HUD 51915 (9/98) Model Form of Agreement Between Owner and Design Professional language shall be modified to include within the Firm Fixed Fee for Basic Services all costs typically reimbursed to the Architect outside of the Basic Services.

[THIS SECTION LEFT BLANK INTENTIONALLY]

APPENDIX B

HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR QUALIFICATIONS

ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18

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 _____

HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR QUALIFICATIONS

ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18

CONTRACTOR'S SUMMARY

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

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

(Respondent's Name)

By: _____
(Signature)

(Printed or Typed Name)

Title: _____

Date: _____

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

Address: _____

City, State, Zip: _____

Telephone No.: _____

Email: _____

Taxpayer I.D. No.: _____

(Affix Corporate Seal)

If a Corporate Seal is not affixed, this document must be notarized.

Subscribed and sworn to
before me this _____ day of
_____, 20_____

(Notary Public)
(Seal)

My Commission expires: _____

Date Contractor Signed: _____

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11825 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The forms required for nonconstruction contracts awarded by Housing Agencies (HAs). The forms used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18**

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

Signature of

Bidder, if the Respondent is an individual

Partner, if the Respondent is a partnership

Officer, if the Respondent is a corporation

Subscribed and Sworn to before me

This _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18**

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)

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

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18**

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Respondent's Company Name)

(Authorized Signatory)

(Printed or Typed Name/Title)



Housing Authority of New Orleans

EMPLOYMENT, TRAINING, AND CONTRACTING POLICY

Table of Contents

Page

Part I- Policy, Purpose, Requirements, Definitions

| | |
|---|---|
| A. Introduction and Summary..... | 3 |
| B. Definitions..... | 4 |
| C. HANO Section 3 & DBE/WBE Policy Statements | 6 |
| D. Section 3 New Hire and Contracting Requirements..... | 7 |
| E. DBE/WBE Contract Requirements..... | 9 |

Part II- Procurement & Contractor Requirements and Procedures

| | |
|---|----|
| A. Section 3 Contracting Procedures | 10 |
| B. DBE/WBE Contracting Procedures | 12 |
| C. Reporting Open Positions..... | 14 |

Part III – Compliance Requirements

| | |
|--|----|
| A. Compliance Requirements for Hiring & Contracting | 15 |
| B. Project Labor Agreements or Community Workforce Agreements..... | 15 |

Part VI – Training Requirements

| | |
|--|----|
| A. Training and Internship Requirements..... | 16 |
|--|----|

Part V – Contracting and Compliance Forms

| | |
|--|----|
| A. Section -3 Individual Verification Form..... | 18 |
| B. Section -3 Employment Action Plan..... | 21 |
| C. Section -3 Training Action Plan..... | 22 |
| D. Contracting and Action Plan for Section 3/DBE/WBE..... | 23 |
| E. List of Core Employees..... | 24 |
| F. Contracting Schedule..... | 25 |
| G. Section -3 Employment and Training Schedule..... | 26 |
| H. Letter of Intent..... | 27 |
| I. Statement of Understanding..... | 28 |
| J. Contractors Section -3 Employment and Training Compliance Report..... | 29 |
| K. Employer Paid Training Report..... | 30 |
| L. Section -3 Manhour Report..... | 31 |
| M. Contracting Compliance Report..... | 32 |
| N. Employment Assessment..... | 33 |



Part I: Policy, Purpose, Requirements, Definitions

A. Introduction and Summary

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

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

Summary of Requirements

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

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

B. Definitions

Local Hire: Employee Residing within Orleans Parish.

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

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

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

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

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

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

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

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

Housing Authority (HA): Public Housing Agency

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

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

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

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

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

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

Section 3 Business Concern:

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

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

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

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

C. HANO Section 3 & DBE/WBE Policy Statements

i. Section 3 Policy Statement

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

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

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

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

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

ii. **DBE/WBE Policy Statement**

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

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

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

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

D. Section 3 New Hire & Contracting Requirements

Section 3 Numerical Requirements and Order of Preference:

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

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

Section 3 Hiring Preference

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

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

Contracting Requirements

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

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

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

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

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

E. DBE/WBE Contract Requirements

Numerical Requirements

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

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

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

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

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

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

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

Part II- Procurement & Contractor Requirements and Procedures

A. Section 3 Contracting Requirements & Procedures

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

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

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

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

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

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

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

IV. Contract Performance Phase:

Section 3 Contract Performance Monitoring

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

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

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

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

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

Determination of Compliance

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

Hiring:

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

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

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

B. DBE/WBE Certification

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

Authority. Applications for certification may be obtained by visiting HANO's website at www.hano.org.

Contracting Procedures:

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

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

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

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

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

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

- Contracting Compliance Report

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

Contracting:

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

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

C. Reporting Open Positions

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

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

Part III- Compliance Requirements

Compliance Requirements for Section 3/DBE/WBE Contracting

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

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

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

Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

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

Part IV – Training Requirements

Training Requirements for Construction Contracts

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

Training Requirements for Non-Construction Contracts

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

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

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

Part V – Contracting and Compliance Forms



Housing Authority of New Orleans Section 3 Individual Verification Form

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

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

I, _____, residing at _____
(print name) (address)
_____ have a family size of _____ and my total
(city, state, zip code)
annual income for the prior calendar year (20__) was \$ _____ as is evidenced by the attached documentation.

HANO Client Status (Check ONLY One of the Following)

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

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

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

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

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

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

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

Signature _____ Date _____

Contact Phone: _____

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

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

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

Definitions:

Low-Income Person:

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

Very Low-Income Person:

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

New Hires:

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

Section 3 Resident:

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

Statement of Numerical Requirements and Order of Preference:

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

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



**Section 3 Individual Verification Form
(Part C)**

**ORLEANS PARISH, LOUISIANA
SECTION 3 ANNUAL FAMILY INCOME LIMITS 2018**

Orleans Parish Median Income: \$65,600

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

Definition of Section 3 Resident:

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

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



HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 EMPLOYMENT ACTION PLAN

(Note: FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to the hiring of Section 3 residents will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. For construction and related contracts where the General Contractor is unknown at the bid/proposal stage, Respondent must outline a process for meeting the stated requirements and commit to providing a detailed job projection within 30 days of contract execution. Complete attached Employment and Training Schedule outlining job projections by category and anticipated timeline.

Multiple horizontal lines for writing the plan.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 TRAINING ACTION PLAN

(Note: FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to pre-apprenticeship training, apprenticeship training, paid and unpaid internships of Section 3 residents will be met. Include in the description what types of internships, trainings, trades and the specific actions that will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. For construction and related contracts where the General Contractor or subcontractors are unknown at the bid/proposal stage, Respondent must outline a process for meeting the stated requirements and commit to providing a detailed job projection within 30 days of contract execution. Complete attached Employment and Training Schedule outlining job projections by category, internships, pre-apprenticeship trainings, apprenticeship trainings and anticipated timeline.

Lined area for writing the training action plan.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE

(FINAL PLAN WILL BE INCORPORATED INTO CONTRACT, IF AWARDED.)

Provide a written Plan describing the process and steps that will be taken to ensure that the requirements relative to contracting with Section 3 businesses, Minority and Women Business Enterprises will be met. Include in the description what specific actions will be taken to ensure that subcontractors comply with the requirements. The description must outline specific steps to be taken and detail the program or strategy to be employed to achieve the requirements. Provide an outline of the specific contracts that will be awarded to Section 3/DBE/WBE businesses, if known. Use additional sheets of paper, if necessary.

Lined area for writing the contracting action plan.

NOTE: This plan shall incorporate actions to be taken by the bidder's/offeror's proposed subcontractors/suppliers.

Name: _____ Title: _____ Date: _____



**HOUSING AUTHORITY OF NEW ORLEANS
CONTRACTING SCHEDULE**

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

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

Summary:

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT – Subcontractor Commitment Form

To: _____ IFB# _____
Name of Prime Contractor

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

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

Name of Subcontractor _____
Description of Work to Be Performed by Subcontractor _____
Contract Value (inclusive of change orders) \$ _____
Term of Contract (include start and end dates) _____
Subcontractor Status (Section 3, DBE, WBE) _____

By: _____
Prime Contract Signature

Printed or Typed Name

Title: _____

Date: _____

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

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

My Commission expires: _____

Date Executed: _____



HOUSING AUTHORITY OF NEW ORLEANS

STATEMENT OF UNDERSTANDING

IFB NO. _____

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

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

Bidder's/Offeror's Name

By: _____
Signature

Printed or Typed Name

Title: _____

Date: _____

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

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

My Commission expires: _____

Date Executed: _____



HOUSING AUTHORITY OF NEW ORLEANS

Contractors Section 3 Employment and Training Compliance Report

Reporting Period: _____

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

Prime Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

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

Name: _____ Title: _____

Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

Employer Paid Training Report

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

Company Name: _____ Position: _____

Type of Training: _____

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

Employer Name: _____ Date: _____

Title: _____

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



HOUSING AUTHORITY OF NEW ORLEANS

Section 3 Manhour Report

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

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Report for month of: _____ 20_____

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

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

For the period of this report, indicate:

Total Number of Manhours Worked by all Employees: _____

Total Number of Manhours Worked by Section 3 Employees: _____

Total Percentage of Manhours Worked by Section 3 Employees: _____

Name: _____

Title: _____

Date: _____

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



HOUSING AUTHORITY OF NEW ORLEANS

Contracting Compliance Report

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

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Original Contract Amount: \$ _____

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

Report for month of: _____ 20_____

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

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

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

Total Amount Paid to Contractor by HANO:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to DBEs:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to WBEs:

This Period: \$ _____ To Date: \$ _____

Name: _____

Title: _____

Date: _____



Section 3 Employment and Training Assessment

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

Personal Information

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Home Telephone _____ Alt. Telephone _____

Current Age _____ Date of Birth _____

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

If Yes, Which Site: _____ Name of Head of Household _____

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

If Yes, Name of Head of Household _____

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

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

Education

Highest Level of Education (Grade Completed) _____

High School Diploma _____ GED _____ Some College _____

College _____ List Degree _____ Year Completed _____

Name of last School Attend _____ City _____ State _____

Last Year Attended _____

Employment

1. Have you ever worked before? Yes _____ No _____

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

3. Current Job Title _____ Hourly Rate _____

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

5. Do you have an occupational skills credential/license? If so, what and expiration date.

6. Have you ever participated or completed work readiness training? If so, when.

7. Are there any problems or issues that may prevent you from working consistently? If so, explain.

8. What type of environment would you like to work in? ___Indoors ___Outdoors

9. What types of machinery/office equipment do you know how to operate?

Employment History

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

Transportation

1. Do you have a valid driver's license? Yes _____ No _____ State _____

2. Do you own a car or have access to reliable transportation to get to and from work?
Yes _____ No _____ If yes, make /model/year of car.

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

References: DO NOT INCLUDE RELATIVES.

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Releationship _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Releationship _____

Signature: _____ Date: _____

Print Name: _____

SKILLS ASSESSMENT

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

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

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

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

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

II. Comments

| |
|--|
| |
| |
| |
| |
| |

**ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES FOR
MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
RFQ #20-910-18
SCHEDULE OF HOURLY RATES**

| DESCRIPTION | HOURLY RATE |
|--------------------------------------|-------------|
| <u>Architectural Services</u> | |
| Senior Project Engineer/Principle | |
| Draftsman/CADD | |
| Project Manager/Engineer | |
| Inspector/Jr. Engineer | |
| Clerical/Administrative | |
| Cost Estimator | |
| Graphic Designer | |
| <u>Structural Engineering</u> | |
| Senior Project Engineer/Principle | |
| Draftsman/CADD | |
| Project Manager/Engineer | |
| Inspector/Jr. Engineer | |
| Clerical/Administrative | |
| <u>Electrical Engineering</u> | |
| Senior Project Engineer/Principle | |
| Draftsman/CADD | |
| Project Manager/Engineer | |
| Inspector/Jr. Engineer | |
| Clerical/Administrative | |
| Typical Reimbursable Expenses | |

| Mechanical Engineering | |
|---|--|
| Senior Project Engineer/Principle | |
| Draftsman/CADD | |
| Project Manager/Engineer | |
| Inspector/Jr. Engineer | |
| Clerical/Administrative | |
| Civil Engineering - Infrastructure | |
| Senior Project Engineer/Principle | |
| Draftsman/CADD | |
| Project Manager/Engineer | |
| Inspector/Jr. Engineer | |
| Clerical/Administrative | |
| | |

COMPANY NAME

AUTHORIZED SIGNATURE

PRINT NAME

DATE

APPENDIX C

HOUSING AUTHORITY OF NEW ORLEANS
 REQUEST FOR QUALIFICATIONS
 ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES
 FOR
 MODERNIZATION OF VARIOUS PORTIONS OF HANO PROPERTIES
 RFQ #20-910-18

SAMPLE

TASK ORDER FORM

Issued to: _____ Task Order No.: _____

_____ Date: _____

_____ Contract NO.: _____

_____ Response Date: _____

See Attached Scope of Work.

| REQUIRED PHASES (Check appropriate box/boxes) | |
|--|--------------------------|
| | SCHEMATIC DESIGN |
| | DESIGN DEVELOPMENT |
| | CONTRACT DOCUMENT |
| | BIDDING AND AWARD |
| | CONSTRUCTION |
| | POST COMPLETION/WARRANTY |

The undersigned hereby agrees to complete the attached scope of work, dated this _____ day of _____, 20_____ for the firm-fixed amount of \$_____.

By: _____

Title: _____

Date: _____