



HOUSING AUTHORITY OF NEW ORLEANS

REQUEST FOR PROPOSALS

FOR

AUTHORITY WIDE ENERGY AUDIT

IFB NUMBER: 10-130-02-03

SUBMISSION DATE: MONDAY, MARCH 8, 2010

2:00 P.M. CST

**4100 Touro Street
Building B, 2nd Floor
New Orleans, LA 70122**

**David Gilmore
Administrative Receiver**

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**HOUSING AUTHORITY OF NEW ORLEANS
AUTHORITY WIDE ENERGY ADUIT
RFP #10-130-02-03**

The Housing Authority of New Orleans (HANO) and its entities are requesting the submission of proposals from qualified firms with documented experience in providing comprehensive energy audit services, including but not limited to, base lining existing conditions and usage, providing actionable recommendations for cost savings and improving energy efficiency and forecasting projected rapid return on investments (ROI) through improvements.

It is the intent of HANO to execute one or more contracts with an Energy Audit Consultant or multiple consultants to perform comprehensive energy audit services. The contract(s) to be awarded pursuant to this solicitation shall be a requirements type contract(s), where the consultant will provide HANO with the needed energy audit services throughout the term of the contract at fixed fees.

Sealed responses to this solicitation will be received by HANO in the Office of Contracts and Compliance until **2:00 p.m.** local time on **Monday, March 8, 2010.**

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

Housing Authority of New Orleans
Contracts and Compliance Department
Angela, Anderson, Vice President of Contracts and Compliance
4100 Touro Street, Building B, 2nd Floor
New Orleans, Louisiana 70122

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

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

Single copies of the RFP package may be downloaded from the HANO website at www.hano.org or may be obtained, at no cost, from:

Housing Authority of New Orleans
Department of Contracts and Compliance
4100 Touro Street, Building B, 2nd Floor
New Orleans, Louisiana 70122
Contact: Bruce D. Collins, Senior Consultant
bdcollins@hano.org

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

Housing Authority of New Orleans reserves the right to reject any or all proposals if it is in HANO's best interest to do so and to waive any informalities in the submission process.

HOUSING AUTHORITY OF NEW ORLEANS
David Gilmore
Administrative Receiver

**HOUSING AUTHORITY OF NEW ORLEANS
AUTHORITY WIDE ENERGY ADUIT
RFP #10-130-02-03**

INDEX OF SUBMITTAL DOCUMENTS

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

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

INDEX OF DOCUMENTS			
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/CORPORATE SEAL REQUIRED
CONTRACTOR'S SUMMARY	√	√	√
HUD FORM 5369-C	√	√	
CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS			
NON-COLLUSIVE AFFIDAVIT	√	√	√
ACKNOWLEDGEMENT OF ADDENDA	√	√	
SECTION 3 EMPLOYMENT AND TRAINING ACTION PLAN	√	√	
SECTION 3 CONTRACTING ACTION PLAN	√	√	
DBE/WBE CONTRACTING ACTION PLAN	√	√	
LIST OF CORE EMPLOYEES	√	√	
SECTION 3 EMPLOYMENT AND TRAINING SCHEDULE	√	√	
CONTRACTING SCHEDULE	√	√	
DBE/WBE/SECTION 3 SUBCONTRACTORS, SUPPLIERS, CONSULTANTS – LETTER OF INTENT	√	√	√
STATEMENT OF UNDERSTANDING	√	√	√
FEE PROPOSAL	√	√	
WRITTEN PROPOSAL	√		

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

**HOUSING AUTHORITY OF NEW ORLEANS
AUTHORITY WIDE ENERGY ADUIT
RFP #10-130-02-03**

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

1. Submission of Proposals

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

**Housing Authority of New Orleans
Contracts and Compliance Department
Angela, Anderson, Vice President of Contracts and Compliance
4100 Touro Street, Building B, 2nd Floor
New Orleans, Louisiana 70122**

2. Interpretations/Questions

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective Offeror. Requests for interpretation must be made, in writing, at least 10 days before the submission due date and time to:

**Housing Authority of New Orleans
Contracts and Compliance Department
Attn: Bruce D. Collins, Senior Consultant
4100 Touro Street, Building B, 2nd Floor
New Orleans, LA 70122
bdcollins@hano.org**

3. Addendum and Update Procedures for the RFP

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

4. Proposal Format

All proposals shall be submitted in 8 1/2 x 11 inch format and bound. Larger size pages or inserts may be used provided they fold to 8 1/2 x 11-inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal to facilitate HANO's internal duplication of the submittal. Proposals shall be organized into sections and tabbed for ease of review. Provide a comprehensive Table of Contents at the front of the proposal. Organize the proposal in response to the Submission Requirements, addressing all issues identified in the Scope of Services. The front cover of the proposal shall bear the name and number of the RFP, the date, and the respondent's name, address, phone and fax number.

5. Submittal Forms

Provide, as a part of the proposal, all required certifications on forms included on the Index of Submittal Documents page, and included in Appendix B of this RFP. Each form that requires signatures must bear an original signature.

6. Acceptance of Proposals

Proposals must be signed, sealed and received at the specified address in completed form, no later than the proposal submission time and date. Unsealed proposals will not be accepted. Proposals submitted after the designated date and hour will not be accepted for any reason and will be returned unopened to the originator.

HANO reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. Respondent may be excluded from further consideration for failure to fully comply with the specifications of this RFP.

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

7. Time for Reviewing Proposals

Proposals received prior to the due date and time will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received hereafter will be considered. Proposals will not be publicly opened. Proposals once submitted become the property of the HANO.

8. Withdrawal of Proposals

Proposals may be withdrawn upon written or facsimile request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt; provided that written confirmation of any facsimile withdrawal over the signature of the Respondent is placed in the mail and postmarked prior to the time set for proposal opening. Negligence on the part of the Respondent in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

9. Award of Contracts

Contracts shall be awarded to the Respondent submitting proposals according to the evaluation criteria contained herein, provided the proposal is in the best interest of HANO. The Respondent to whom award is made will be notified at the earliest practical date. The award may be subject to the final approval of the Housing Authority of New Orleans' Board of Commissioners, and/or the U.S. Department of Housing and Urban Development. No awards may be made to contractors or firms that are on the Department of Housing and Urban Development's list of contractors ineligible to receive awards from HANO or the United States, as furnished from time to time by HUD.

10. Certification of Legal Entity

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

11. Costs Borne by Respondent

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

12. Best Available Data

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

13. Contact with HANO Staff, Board Members, and Residents

Offerors may not make any contact with HANO Staff, Board Members, Residents or Consultants, barring contacts made in connection with the Section 3 provisions contained herein regarding subcontracting opportunities. All communications with HANO shall be in writing as provided in HUD Form 5369-B, Instructions to Offerors Non-Construction, Paragraph 4.

14. Respondent Responsibilities

Each respondent is presumed by HANO to have thoroughly studied this RFP and become familiar with the package's contents, the location, nature, etc. of the site(s) covered by the RFP package. Any failure to understand completely any aspect of this RFP or the proposed site is the responsibility of the respondent.

15. Public Access to Procurement Information/Confidentiality

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding public access is in strict accordance with the guidelines set forth in HUD Handbook 7460.8 REV-1, Section 1-3 (A), Public Access to Procurement Information and Section and Section 4-17 (A) General Conditions for Competitive Proposals. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted to HANO in confidence in response to this RFQ, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

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**HOUSING AUTHORITY OF NEW ORLEANS
AUTHORITY WIDE ENERGY AUDIT
RFP #10-130-02-03**

PART I – BACKGROUND

The Housing Authority of New Orleans is in need of the services of one or more firms to conduct an authority wide energy audit at the Iberville, Guste High Rise, B.W. Cooper Maintenance Building, Fischer Senior Village and Scattered Sites (1470 Constance Street and New Hendee Homes). Over the years HANO has been riddled with high utility bills (water, electric and gas) and in an effort to combat these measures and reduce cost to provide a more efficiently run agency, HANO has been mandated to comply with the Federal Register 24 CFR Part 965, Subpart C Energy Audits and Conservation Measures. With these improvements, HANO will be able to identify the areas where major cost reductions can happen and better maintain our clients' best interest to provide decent, safe, and sanitary housing.

PART II – SCOPE OF SERVICES

The Housing Authority of New Orleans (HANO) is soliciting the services from a qualified firm or firms to perform an authority wide energy audit and study of designated properties within the HANO real estate portfolio. The Contractor shall be responsible for performing an in-depth field and desk energy audit of all buildings (including a sufficient number of dwelling units), community spaces, administrative management offices, and boiler, mechanical, and electrical facilities. The Contractor should allow a sufficient amount of time for meeting with the HANO staff, plan reviews and site visits with HANO staff to assure complete understanding of past and current improvements.

The Contractor shall perform an Energy Audit for the purpose of complying with Federal Register 24 CFR Part 965, Subpart C Energy Audits and Energy Conservation Measures. The Contractor shall, as stated in this section, analyze all of the energy conservation measures, and the payback period of these measures that are pertinent to the type of buildings and equipment operated by HANO. The Contractor shall rank the energy and water conservation measures according to the provisions of 24 CFR 965.304.

The audit shall consider, but not be limited to,

- Energy conservation opportunities such as: architectural, general project and building operation, envelope construction, etc.,
- HVAC Systems: Central and individual space heating, air conditioning, piping, ventilation, distribution, equipment and controls, etc.,
- Secondary Systems: Domestic hot water, central laundry facilities, plumbing fixtures, waste disposal, etc., and
- Electrical Systems: Lighting, site lighting, electrical equipment, etc.

1. General – Engineering Methodology

The following building energy use simulation software packages may be appropriate for the energy use and savings analysis requested in this RFP:

BLAST (Building Loads Analysis and System Thermodynamics)

DOE-2

Power DOE

EZDOE

Visual DOE

HAP v.4.0 (Hourly Analysis Program)

TRACE 600 (Trane Air Conditioning Economics)

Carrier

Information about these software packages is available from their manufacturer.

The Contractor may utilize any of the simulation software packages listed above, provided that:

- a) The Contractor can demonstrate that the software is appropriate for analysis of multifamily dwellings of the size and type as those described in the RFP and will generate accurate estimates of the annual energy use and savings potential for all measures under consideration;
- b) The software's assumptions and conclusions can be presented in a manner that is understandable and reviewable by the client; and
- c) It is not technology or fuel-biased.

The Contractor may propose to use any other simulation software or engineering analysis method, either commercially available, or developed in-house, provided that the Contractor presents evidence in the Audit, and that HANO accepts such evidence, that the simulation/analysis method meets the above general criteria. For example, in-house simulation software utilizing a spreadsheet/bin method of analysis would be acceptable for certain applications.

As a guide to the appropriateness and applicability, the simulation/analysis method must minimally allow for the following input and output parameters for each measure under consideration:

- Manufacturer's Rated Size of Equipment (kW, Mbtu, gallons, etc.)
- Manufacturer's Rated Efficiency of Equipment
- Estimated or Metered Annual Energy/Water Use
- Measure Present Cost Per Unit of Energy/Water
- Post Retrofit Cost per Unit Estimate
- Calculated Non-Interactive Energy/Water Use and Cost
- Reduction Calculated Interactive Energy/Water Use and Cost Reduction
- Measure Simple Payback
- Combined Recommended Measure Simple Payback (Capital plus Quick Payback)

In addition, the Contractor must evaluate the following parameters, as applicable, for every measure under consideration, whether or not the selected simulation software incorporates them:

- Effect on Indoor Air Quality
- Age of Equipment
- Condition of Equipment
- Useful Life of Equipment
- Post Retrofit Annual Maintenance Cost
- Additions/Subtractions Estimate Post Retrofit Equipment
- Operation Requirements

The above parameters must be analyzed on an annual basis using the site's actual energy and water use profile, actual and current energy and water rates, and hourly heating and/or cooling degree day data for the period(s) analyzed. The Contractor must adjust the data for variations in occupancy and time-dependent variations of equipment use, such as weekend schedules and timer-controlled equipment. All heating, ventilation, cooling and domestic hot water equipment shall be simulated using capacities, rated efficiencies, and part-load performance data for the equipment as provided by the equipment manufacturer, unless the Contractor presents written evidence that some condition exists that warrants the use of a different value. All simulations shall be supplemented with historical data (utility bills) when said historical data is available.

2. *Comprehensiveness*

At the initial level of inspection, the Contractor shall consider (i) the baseline or current state utilizations; and (ii) all possible energy and water saving and cost reduction measures given the building components and systems at the site(s). It is the responsibility of the Contractor to identify any other saving or cost reduction opportunities.

The Contractor, at the request of HANO, shall include paybacks for capital improvement measures, such as replacement windows. The Contractor shall be required to analyze up to 10 capital improvement measures which have simple paybacks in excess of twenty years. All calculations and illustrations of "measure packages" shall include the interactive effect of the selected measures, if any. The engineering methodology upon which the interactive relationships are derived must be clearly stated and explained in the Study text.

The Contractor shall identify a representative sample of units to inspect in each dwelling type(s); and each building type at each development. For a development with multiple heating system models or models more than five years different in age, at least one system type or vintage should be inspected. The Contractor shall inspect every development listed in this RFP.

The Contractor should identify any opportunity for bulk purchasing, quantity discounts, vendor rebate or discounts and utility specials (funding of fuel switch and/or subsidizing selected technologies).

If the Contractor encounters any perceived hazardous materials at the site(s), which may interfere with the proposed work, the Contractor shall note such perceived conditions in the Audit. HANO shall be responsible for confirmation that such material is hazardous, proper removal and disposal or containment,

as the case may be, of the hazardous materials to the extent necessary and practical to allow the work to be done.

3. Minimum Energy Efficiency Evaluative Criteria

The Contractor shall:

- Separately consider the feasibility of energy efficiency financing consistent with 24 CFR Part 965 and 990.109 (energy performance contracting) for specific developments and/or measures. In doing so, consider in addition to measures with paybacks of 20 years or less, the following criteria:
 - a) Scheduled heating/cooling/DHW/distribution system replacement. If the mechanical systems are due for replacement during the next five years, the development deserves serious consideration, regardless of the estimated systems' payback;
 - b) Mechanical systems with high maintenance, operational costs. Regardless of age, some heating systems fail to perform as expected and require excessive maintenance costs to keep them running;
 - c) Necessary window replacements. Once again, regardless of the payback period, these sites may be good candidates for the reasons stated above;
 - d) Equipment measures scheduled for replacement in HANO's Five Year Comprehensive Grant Program (CGP) Plan;
 - e) Developments expected to remain under HANO management for at least the next decade;
 - f) Developments and measures with a rich savings stream supported by relatively low cost investments: these are good candidates because their savings can support more expensive, higher payback measures, as in 1-3 above;
 - g) Developments with central laundries: even if such a development is not otherwise a good candidate, the laundry room may be worth addressing, with others at additional developments, or on its own; and
 - h) Other criteria articulated by Authority personnel; contractor should initially interview COO of Real Estate Management, COO of Real Estate Planning and Development, and other appropriate HANO staff and/or third party property managers to determine if there are other criteria to add to this list.
- Indicate which developments and measures are good candidates for energy efficiency financing, and estimate the capital improvement value of such a contract.
- Review and analyze the data resulting in the compilation of Operation and Maintenance Opportunities and viable Energy Conservation Opportunities ranked according to cost and effectiveness.
 - Prepare cost/benefit analysis for recommended capital expenditures and make recommendations for operation and maintenance improvements not requiring a capital expenditure. Also, include analysis of installation costs, operating costs, payback period and energy conserved for each recommendation at each site.

- Investigate and recommend whether the purchase of gas and electric utilities through local utilities remains the more cost effective option to HANO; consider the feasibility and cost reduction potential of wellhead gas and purchases of electricity from power marketers.
- If feasible, provide an updated list of reputable vendors of both commodities, complete with contact names, addresses, telephone, and fax numbers.
- Investigate and recommend solid waste disposal options which might reduce HANO costs, including source reduction, recycling, and alternative disposal contractors and contract terms. Recommend the more cost effective options to HANO.

PART III – SUBMISSION REQUIREMENTS

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

3.1 Organizational Chart & Staff Plan

Provide an organizational chart and staff plan with an overview of your firm and any associated team members to be assigned to this engagement. The organizational chart should emphasize the (i) appropriate staffing (ii) designated responsibilities; (iii) areas of expertise; (iv) major organizational strengths; and (v) percentage of time dedicated to the HANO engagement.

3.2 Qualifications of Key Staff

Provide resumes of key persons, specialists, and consultants who are likely to be involved in this project. Provide evidence of applicable (i) qualifications; (ii) training; (iii) capability to provide services in a timely manner; and (iv) evidence of current and anticipated workload.

3.3 Relevant Experience of Key Staff and Firm

Submit detailed information on projects that demonstrate relevant experience of the respondent's key staff in performing energy audit services as delineated within this Request for Proposal for large housing developments or apartment complexes.

Provide a list of three (3) comparable projects wherein the firm has been engaged to perform energy audit services as delineated within this Request for Proposal. Be specific about relevant experience working with public housing authorities and the completion of energy audits in accordance with 24 CFR Part 965, Subpart C Energy Audits and Energy Conservation Measures.

For each project identified provide:

- Project name and address
- Detailed description of scope of work noting its comparability to the services requested herein
- The client for whom the respondent's services were performed
- The dollar value of the contract for the services
- Status of project completed
- A reference contact for the project with name, address, phone number and fax number

3.4 Understanding of Scope of Services

Provide a 2 to 5 page written narrative demonstrating an understanding of the work to be performed. Include in the narrative details regarding the anticipated approach that will be employed to ensure successful completion of the scope of services.

3.5 Fee Proposal

Complete the Fee Proposal Form contained Appendix C. The proposed cost should include all costs (labor, materials, equipment, travel, overhead, profit, administration fees, etc.) associated with the provision of all services requested.

3.6 Employment and Contracting Action Plan

Submit DBE/WBE/Section 3 forms included in Appendix B. The plan shall detail how and to what extent the requirements will be met and shall be completed in the format provided in Appendix B of this RFP.

3.7 Required Certifications

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

- Contractor's Summary
- HUD Form 5369-C Representations, Certifications and Other Statements of Offerors
- Non-Collusive Affidavit
- Acknowledgement of Addenda
- Employment and Contracting Plan
 - Section 3 Employment and Training Action Plan
 - Section 3 Contracting Action Plan
 - DBE/WBE Contracting Action Plan
 - List of Core Employees
 - Section 3 Employment and Training Schedule
 - Contracting Schedule
 - DBE/WBE/Section 3 Subcontractors, Suppliers, Consultants – Letter of Intent
 - Statement of Understanding
- Fee Proposal Form

PART IV – PROCUREMENT PROCESS

4.1 Proposal Evaluation/Contract Award

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

During Stage I of the evaluation process, technical proposals will be evaluated and scored by an Evaluation Committee. The committee will score each proposal. Scoring will be based on predetermined evaluation criteria. The available points associated with each criterion are shown. Cost proposals will be evaluated separately by the Contracting Officer and/or his designee(s). The results of the evaluation of both technical and cost proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process may entail negotiations, interviews and/or presentations with the respondents included on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the negotiations/interviews is to promote the understanding of HANO's requirements with respect to this RFP, promote the understanding of the respondents' proposals, and to arrive at agreeable contract terms. Upon completion of the negotiations/interviews, HANO will establish a common date and time for submission of best and final offers. Best and final offers will be evaluated in accordance with the same procedures outlined above for Stage I evaluation. The initial proposal submitted by Respondents who do not submit a best and final offer shall be construed as their best and final offer.

HANO will award contracts resulting from this solicitation to the responsible offerors whose offers, conforming to the solicitation, will be most advantageous, price and other technical factors specified herein considered. HANO reserves the right to make contract awards without negotiations, and to make no award or decline to enter into negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. HANO further reserves the right to forego Stage II of the evaluation process and enter into negotiations based on the results of Stage I of the evaluation process. Should HANO exercise its right to make contract award without negotiations or to forego Stage II of the evaluation process, contract award will be based on initial proposals received. Contract award may be subject to approval by HANO's Board of Commissioners and possibly the United States Department of Housing and Urban Development (HUD).

4.2 Evaluation Criteria

Evaluation Criteria

Organizational Chart & Staffing Plan	15 Points
Qualifications of Designated Staff	25 Points
Relevant Experience of Designated Staff and Firm	25 Points
Understanding of the Scope of Services	20 Points
Employment and Contracting Action Plan	15 Points
Total Possible Points	100 Points

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APPENDIX A

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2010)

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

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

- 1) **Non-construction contracts** (without maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

**HOUSING AUTHORITY OF NEW ORLEANS
AUTHORITY WIDE ENERGY AUDIT
RFP #10-130-02-03**

SUPPLEMENTAL CONDITIONS

CONTRACT PERIOD/PERIOD OF PERFORMANCE

The contract shall be for period not to exceed eight months.

CONTRACT TYPE

It is anticipated that the contract(s) resulting from this RFP will be a firm fixed-price contract.

INVOICING

Invoices shall be submitted monthly to the Finance Department. The invoice shall provide an invoice number, service dates, purchase order number, a description of services provided and the name/title/rate of employee(s) who rendered the services. Invoices shall include an itemization of services by projects and staff and shall be submitted on the contractor's own invoice.

PAYMENTS

The selected respondent shall be paid within thirty (30) days after receipt of a properly executed and approved invoice in the Department of Finance.

INSURANCE

Prior to commencement of the contract resulting from this RFP, the selected Respondent(s) shall procure and maintain at all times and at Respondent(s) own expense the types of insurance specified below. The insurance carriers used by the Respondent(s) must be authorized to do business in the State of Louisiana and the insurance provided shall cover all operations under the contract, whether performed by the Respondent or by subcontractors.

- Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Louisiana
- Commercial Liability Insurance (primary and umbrella) or equivalent with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. The Housing Authority of New Orleans is to be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from the Services.
- Automobile Liability Insurance (Primary and Umbrella) for motor vehicles (owned, non-owned and hired) used in connection with the services to be performed, shall be covered with Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The Housing Authority of New Orleans is to be named as an additional insured on a primary non-contributory basis.

Successful Respondent(s) shall be required to furnish the Housing Authority of New Orleans' Contracts and Compliance Department, 4100 Touro Street, Building B, 2nd Floor, New Orleans, Louisiana, original Certificates of Insurance evidencing the required coverage to be in force on the date of the contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this contract or extensions thereof. The receipt of any certificate does not constitute agreement by HANO that the insurance requirements in the contract have been fully met or

that the insurance policies indicated on the certificate are in compliance with all contract requirements. The insurance policies shall provide for sixty (60) days prior written notice to be given to HANO in the event coverage is substantially decreased, canceled or non-renewed.

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

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

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

INDEMNIFICATION

The successful Respondent(s) 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(s) 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(s) of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that contract.

ASSIGNMENT

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

PERSONNEL

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

CERTIFICATIONS

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

CERTIFICATION OF LEGAL ENTITY

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

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

BEST AVAILABLE DATA

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

RESPONDENT STATUS

The selected respondent shall be held to be an independent consultant, and will not be an employee of HANO.

ADVERTISING

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

MEDIA RELATIONS

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

CONTRACTUAL OBLIGATIONS

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

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 a respondent.

ETHICS POLICY

Each respondent shall abide by the applicable provisions of the Housing Authority of New Orleans' Ethics Policy and shall sign an affidavit certifying that it has received a copy of the Ethics Policy.

CLIENT CONTACT

Upon contract award, HANO shall designate a Contract Monitor to serve as the Client Contact for all

matters relating to this contract. All communications required with other HANO departments will be coordinated through the Contract Monitor.

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APPENDIX B

**HOUSING AUTHORITY OF NEW ORLEANS
AUTHORITY WIDE ENERGY AUDIT
RFP #10-130-02-03**

CONTRACTOR'S SUMMARY

If this 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 proposal are true and correct.

(Offeror's Name)

By: _____
(Signature)

(Printed or Typed Name)

Title: _____

Date: _____

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

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No: _____

Taxpayer I.D. No.: _____

(Affix Corporate Seal)

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

Subscribed and sworn to

(Notary Public)
(Seal)

before me this _____ day of

_____, 20_____

My Commission expires: _____

Date Contractor Signed: _____

Certifications and Representations of Offerors Non-Construction Contract

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers 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/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract; he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of _____

City/County of _____

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

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

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

Signature of

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and Sworn to before me

This _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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: _____

Addendum Number: _____ Date Received: _____

(Offerors Name)

(Signature)

(Printed or Typed Name)

HOUSING AUTHORITY OF NEW ORLEANS DEPARTMENT OF PROCUREMENT AND CONTRACTS

EMPLOYMENT AND CONTRACTING PLAN

PART 1: SECTION 3 REQUIREMENTS

Policy Statement:

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 93-05, 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 resident of HANO housing site where the work is being done; or
- 2) A resident of any HANO housing site; or
- 3) A participant in HUD Youthbuild program in Orleans Parish; or
- 4) A low or very low-income resident of Orleans Parish.

Section 3 Business Concern:

- 1) Business concerns that are 51% or more owned and controlled by residents of any HANO housing site or whose full-time permanent workforce includes 30% of HANO residents of any housing site; or
- 2) HUD Youthbuild program in Orleans Parish; or
- 3) Business concerns that are 51% or more owned and controlled by HANO residents or are low or very low-income Orleans Parish residents or whose full-time permanent work force includes 30% HANO residents or low/very low-income Orleans Parish residents.
- 4) Businesses that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

Statement of Numerical Goals and Order of Preference:

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

- Priority 1: A resident of HANO housing site where the work is being done
- Priority 2: A resident of any HANO housing site
- Priority 3: A participant in HUD Youthbuild program in Orleans Parish
- Priority 4: A low or very low-income resident of Orleans Parish

Contracting: In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall, to the greatest extent feasible, direct 10% of their subcontracting opportunities to Section 3 business concerns in the following order of priority:

- Priority 1: Business concerns that are 51% or more owned and controlled by residents of any HANO housing site or whose full-time permanent workforce includes 30% of HANO residents of any housing site; or
- Priority 2: HUD Youthbuild program in Orleans Parish; or
- Priority 3: Business concerns that are 51% or more owned and controlled by HANO residents or are low or very low-income Orleans Parish residents or whose full-time permanent work force includes 30% HANO residents or low or very low-income Orleans Parish residents.
- Priority 4: Businesses that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in the preferences above.

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 goals in any and all tier subcontracts.

Goals 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 goals relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap, however, participation can only count toward one goal. 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 goal or towards its DBE contracting goal; the contractor shall not be allowed to count the participation towards both goals.

Summary of Goals:

SECTION 3 EMPLOYMENT GOALS		
Who Must Comply	Area of Focus	Goal
Contractors	New Hires and Trainees	30%
Any Tier Subcontractors	New Hires and Trainees	30%

SECTION 3 CONTRACTING GOALS		
Who Must Comply	Area of Focus	Goal
Contractors	Subcontract Awards	10%
Any Tier Subcontractors	Subcontract Awards	10%

Certification:

Businesses wishing to participate in HANO contracts as Section 3 businesses, must be certified by HANO's Compliance Officer, in the Department of Procurement and Contracts. Businesses claiming Section 3 status must be certified in order to have their participation counted toward the contracting goals stated herein. Businesses claiming eligibility, but who are not yet certified by HANO at time of bid, may be granted provisional certification upon submission of a completed certification application to HANO. A business will be removed from provisional status upon approval of their application or after 30 days of being granted such status, whichever occurs first. Interested businesses must initiate the certification process by submitting an application for certification to the Housing Authority. Applications for certification may be obtained by contacting the Compliance Officer in the Department of Procurement and Contracts.

Contracting Procedures:

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

Bid/Proposal Phase: Contractors submitting bids and/or proposals to HANO shall take necessary action(s), examples of which are identified throughout the Employment and Training Plan as "examples of good faith efforts", to identify information requested on forms required in the Pre-Award Phase.

Pre-Award Phase: Subsequent to the submission of bids/proposals, unless otherwise indicated in the bid/proposal documents, but prior to contract award,

contractors will be required to provide information and statement(s) attesting to their intent to comply with policies contained in the Employment and Action Training Plan to assist HANO in determining bidder responsibility as related to compliance with public policy. Requested information shall be provided on the following forms, samples of which are included herein:

- Section 3 Employment and Training Action Plan
- Section 3 Contracting Action Plan
- Section 3 Employment and Training Schedule
- List of Core Employees
- Contracting Schedule
- Letter of Intent
- Statement of Understanding

Contract Performance Phase: HANO shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical goals 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):

- Contractor's Section 3 Employment and Training Compliance Report
- Section 3 Manhour Report
- Contracting Compliance Report

The contractor shall also ensure that for each Section 3 resident hired, a Section 3 Resident Certification Form is completed and submitted to HANO. The Section 3 Resident Certification Form shall be completed by the resident, and submitted to HANO by the contractor with the monthly reports listed above.

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 may demonstrate compliance with the "greatest extent feasible" requirement relative to Section 3 employment and contracting by meeting the numerical goals set forth above. Contractors who do not meet the numerical goals shall have the burden of demonstrating through the submission of supporting documentation, why it was not feasible to meet the numerical goals. It is expected that contractors who put forth a good faith effort will be successful in meeting the goals relative to employment and contracting. Contractor's efforts shall be directed towards identifying methods to achieve success under this program, as opposed to documenting the reasons why success was not achieved. Some examples of good faith efforts include, but are not limited to the following:

Hiring:

- Target recruitment of HANO 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 local job training centers, employment service agencies, and community organizations;
 - Develop on-the-job training opportunities or participate in job training programs;
 - Contact HANO, HANO resident councils, HANO resident management corporations, and HANO residents;
 - 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;
 - 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 goals 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.

Contracting:

- Target recruitment of Section 3 business concerns by taking such steps as:
 - Contact Section 3 business concerns in the HANO's directory;
 - Prominently place a notice of commitment relative to Section 3 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 Section 3 business concerns;
 - Advertise in the local media.
- Make every effort to use Section 3 business concerns 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 Section 3 business concerns 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 goals 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 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.

Effects of Non-Compliance: Contractors that do not meet the numerical goals set forth herein have the burden of demonstrating why it was not feasible to meet the goals. HANO shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply. Such evidence shall be subject to the satisfaction of HANO. The documentation may be subject to the examination of HANO's Board of Commissioners prior to acting on any future contract awards. Contractors found not to be in compliance with the provisions of Section 3 may be deemed ineligible for future contract awards with HANO.

PART 2: DBE/WBE CONTRACTING REQUIREMENTS

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 93-04, HANO hereby modifies the numerical goals 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 in excess of \$100,000.00 by HANO 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.

Definitions:**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.

Woman Business Enterprise (WBE):

A business enterprise that is 51% or more owned, controlled, and actively operated by one or more women.

Statement of Numerical Goals:

In accordance with HANO's policy statement with respect to Presidential Executive Orders 11625, 12138, and 12432, and with respect to 24 CFR Part 85, HANO requires that all contractors and any tier subcontractors shall, to the greatest extent feasible 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/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 goals in any and all tier subcontracts.

In some instances, the goals relative to contracting with Section 3 business concerns and DBEs/WBEs may overlap, however, participation can only count toward one goal. 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 goal or towards its DBE contracting goal; the contractor shall not be allowed to count the participation towards both goals.

Goals 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 goal 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 goal.

Summary of Goals:

DBE CONTRACTING GOALS		
Who Must Comply	Area of Focus	Goal
Contractors	Subcontract And Supplier Awards	20%
Any Tier Subcontractors	Subcontract And Supplier Awards	20%

WBE CONTRACTING GOALS		
Who Must Comply	Area of Focus	Goal
Contractors	Subcontract And Supplier Awards	5%
Any Tier Subcontractors	Subcontract And Supplier Awards	5%

Certification:

Businesses wishing to participate in HANO contracts as DBEs/WBEs must be certified by HANO's Compliance Officer, in the Department of Procurement and Contracts. Businesses claiming DBE/WBE status must be certified in order to have their participation counted toward the contracting goals stated herein. Businesses claiming eligibility, but who are not yet certified by HANO at time of bid, may be granted provisional certification upon submission of a completed certification application to HANO. A business will be removed from provisional status upon approval of their application or after 30 days of being granted such status, whichever occurs first. Interested businesses must initiate the certification process by submitting an application for certification to the Housing Authority. Applications for certification may be obtained by contacting the Compliance Officer in the Department of Procurement and Contracts.

Contracting Procedures:

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

Bid/Proposal Phase: Contractors submitting bids and/or proposals to HANO shall take necessary action(s), examples of which are identified throughout the Employment and Training Plan as "examples of good faith efforts", to identify information requested on forms required in the Pre-Award Phase.

Pre-Award Phase: Subsequent to the submission of bids/proposals, unless otherwise indicated in the bid/proposal documents, but prior to contract award, contractors will be required to provide information and statement(s) attesting to their intent to comply with policies contained in the Employment and Action Training Plan

to assist HANO in determining bidder responsibility as related to compliance with public policy. Requested information shall be provided on the following forms, samples of which are included herein:

- Section 3 Employment and Training Action Plan
- Section 3 Contracting Action Plan
- Section 3 Employment and Training Schedule
- List of Core Employees
- Contracting Schedule
- Letter of Intent
- Statement of Understanding

Contract Performance Phase: HANO shall monitor and evaluate the contractor's compliance towards achieving the numerical goals 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 first business day of each month throughout the contract period (Appendix):

- 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.

Determination of Compliance: Contractors and their subcontractors may demonstrate compliance with the "greatest extent feasible" requirement relative to DBE/WBE contracting by meeting the numerical goals set forth above. Contractors who do not meet the numerical goals shall have the burden of demonstrating through the submission of supporting documentation, why it was not feasible to meet the numerical goals. It is expected that contractors who put forth a good faith effort will be successful in meeting the goals relative to DBE/WBE contracting. Contractor's efforts shall be directed towards identifying methods to achieve success under this program, as opposed to documenting the reasons why success was not achieved. Some examples of good faith efforts include, but are not limited to the following:

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 3 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 goals 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.

Effects of Non-Compliance: Contractors that do not meet the numerical goals set forth herein have the burden of demonstrating why it was not feasible to meet the goals. HANO shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply. Such evidence shall be subject to the satisfaction of HANO. The documentation may be subject to the examination of HANO's Board of Commissioners prior to acting on any future contract awards. Contractors found not to be in compliance with the provisions of this policy may be deemed ineligible for future contract awards with HANO.

**HOUSING AUTHORITY OF NEW ORLEANS
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

SECTION 3 ANNUAL FAMILY INCOME LIMITS

Limits DO NOT apply to residents of HANO development sites

	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
LOW INCOME	\$24,650	\$28,150	\$31,700	\$35,200	\$38,000	\$40,850	\$43,650	\$46,450
VERY LOW INCOME	\$15,400	\$17,600	\$19,800	\$22,000	\$23,750	\$25,500	\$27,300	\$29,050

Definition of Section 3 resident:

- 5) A resident of HANO housing site where the work is being done; or
- 6) A resident of any HANO housing site; or
- 7) A participant in HUD Youthbuild program in Orleans Parish; or
- 8) A low or very low-income resident of Orleans Parish (one whose family income does not exceed the limits outlined above.

SECTION 3 EMPLOYMENT AND TRAINING ACTION PLAN

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page, possibly from a composition book or a legal pad. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

Name: _____ Title: _____ Date: _____

SECTION 3 CONTRACTING ACTION PLAN

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

Name: _____ Title: _____ Date: _____

DBE/WBE CONTRACTING ACTION PLAN

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Name: _____ Title: _____ Date: _____

IFB NO. _____

Employment and Training Schedules that do not reflect a level of participation that meets or exceeds the stated goals may cause the bid to be deemed non-responsive. Duplicate form if additional space is needed.

[illegible]

2. Will there be any training opportunities on this contract? Yes _____ No _____

of Expected Training Hours Available to Section 3 Residents: _____

of Expected Training Hours Available: _____

Residents of HANO housing site where work is being performed
Participants in HUD Youthbuild Program

Category 2: Residents of any HANO housing site
Low and Very Low-Income Residents

Category 4:

Category 3: Participants in RUD Treatment (n = 15)

Name: _____ Title: _____ Date: _____

HOUSING AUTHORITY OF NEW ORLEANS
DEPARTMENT OF PROCUREMENT AND CONTRACTS

LIST OF CORE EMPLOYEES

IFB NO. _____

List all regular, permanent employees who are currently performing work, or who normally perform work for your company when work is available. Duplicate form if additional space is needed.

EMPLOYEE NAME/ADDRESS	JOB CLASSIFICATION
Example: John Doe 1515 Mockingbird Lane	Plumber

Core Employee: Contractor's regular, permanent employee who normally performs work for the contractor when work is available.

Name: _____ Title: _____ Date: _____

**HOUSING AUTHORITY OF NEW ORLEANS
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

CONTRACTING SCHEDULE

IFB NO. _____

Contracting Schedules that do not reflect a level of participation that meets or exceeds the stated goals 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 goals. Duplicate form if additional space is needed.

ITEM #	DESCRIPTION OF WORK TO BE PERFORMED	NAME 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.			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 MBE: \$ _____ 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
DEPARTMENT OF PROCUREMENT AND CONTRACTS
DBE/WBE/Section 3 SUBCONTRACTORS, SUPPLIERS, CONSULTANTS - LETTER OF INTENT**

To: _____ IFB# _____
Name of Prime Contractor

The undersigned will enter into a signed agreement with the Prime Contractor listed above within five (5) days after receipt of a signed contract executed by the Housing Authority of New Orleans. 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:

Housing Authority of New Orleans
2051 Senate Street, Room 202
New Orleans, Louisiana 70122
Attn: Compliance Officer

List commodities/services to be provided in connection with the above referenced contract:

Indicate the total dollar value and the terms of the agreement including, but not limited to joint ventures, subcontract, supplier or purchase order agreements for the above referenced contract:

\$ _____

Terms: _____

Indicate projected commencement and completion dates for the work listed above. Dates shall be given in terms of number of days from issuance of NTP.

Description of Work/Item	Projected Commencement Date	Projected Completion Date
--------------------------	-----------------------------------	---------------------------------

MBE/WBE/Section 3 Name

By: _____
Signature

Printed or Typed Name
Title:

Date: _____

If a corporate seal is not affixed, this document must be notarized. If neither is done, this entire bid may deemed non-responsive and be rejected.

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

My Commission expires: _____

Date Executed: _____

**HOUSING AUTHORITY OF NEW ORLEANS
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

STATEMENT OF UNDERSTANDING

IFB NO. _____

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

- 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
- Agrees to act in good faith to ensure that to the greatest extent feasible, the specified goals relative to employment, training, and contracting are met; and
- The representations contained in the Section 3 Employment and Training Action Plan, the Section 3 Contracting Action Plan, the Section 3 Employment and Training Schedule, and the Contracting Schedule submitted with the bid/proposal are true and correct as of this date; and
- Proposes to use the services of the Section 3 business concerns, DBEs, and WBEs listed in the Section 3/MBE/WBE Contracting Schedule; and
- Proposes to provide employment and training to Section 3 residents at the levels identified in the Section 3 Employment and Training Schedule; and
- 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
- Agrees to provide regular compliance reports to HANO, at the intervals specified by HANO and in the format provided by HANO; and
- Will monitor, ensure, and report subcontractor compliance with respect to HANO's employment and contracting requirements;
- 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/Offeree's Name

By: _____
Signature

Printed or Typed Name

Title: _____

Date: _____

If a corporate seal is not affixed, this document must be notarized. If neither is done, this entire bid may be deemed non-responsive and be rejected.

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

My Commission expires: _____

Date Executed: _____

HOUSING AUTHORITY OF NEW ORLEANS
DEPARTMENT OF PROCUREMENT AND CONTRACTS

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.

Name of Subcontractor/Supplier	Indicate with an "X" if Certified by HANO	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: _____

**HOUSING AUTHORITY OF NEW ORLEANS
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

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 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.

Name Address Social Security#	Indicate with an "X" if Employee Was Hired this Period**	Referral Source	Section 3 Category Preference	Number of Manhours Worked This Period	Hire Date	Termination Date

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.**

APPENDIX C

**HOUSING AUTHORITY OF NEW ORLEANS
AUTHORITY WIDE ENERGY AUDIT
RFP #10-130-02-03**

FEE PROPOSAL FORM

The cost shall be broken down as follows:

A. Labor Costs

Position	Hourly Rate	# of Hours	Total
Project Manager	_____	_____	_____
Project Assistant	_____	_____	_____
Inspector	_____	_____	_____
Administrative Assistant	_____	_____	_____
TOTAL LUMP SUM LABOR			_____

NOTE: Labor hours are to be submitted for comparison purposes only. The actual level of effort is the sole responsibility of the selected respondent. The resulting contract is anticipated to be a fixed price contract that includes all labor, direct job expenses, overhead, and profit. Respondent's may modify the position classifications identified on this form as necessary to reflect their specific proposed organizational structure for this engagement.

B. Direct Job Costs

	Costs
Travel/Lodging	_____
Telephone Equip. & Service	_____
Postage	_____
Overnight & Courier Service	_____
Photos	_____
Copier and Reproduction	_____
Misc. Expenses	_____
TOTAL LUMP SUM DIRECT JOB COSTS	_____

NOTE: Respondent's may modify the direct job cost descriptions identified on this form as necessary to reflect their specific proposed direct costs for this engagement.

C. Overhead and Profit

Overhead	_____
Profit	_____
TOTAL LUMP SUM PROJECT COST	_____