

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
ON-CALL AGENCY-WIDE TRASH REMOVAL AND GARBAGE COLLECTION SERVICES**

REQUEST FOR QUOTES #22-913-16

4100 TOURO STREET
NEW ORLEANS, LA 70122
PHONE: (504) 670-3448
FAX: (504) 286-8224
DATE: TUESDAY, FEBRUARY 22, 2022

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE # _____ FAX # _____ EMAIL: _____

CONTRACT ADMINISTRATOR: DIANNE WILTZ-HUNLEY

QUOTE DUE BY: TUESDAY, MARCH 15, 2022 @ 2:00 pm

SCOPE OF SERVICES:

Scope of Services Included in RFQ Package

SPECIAL INSTRUCTIONS:

1. All quotes and required submittal documents shall be delivered in accordance with the Instructions to Offerors and Supplemental Instructions to Offerors contained herein.
2. Offerors are subject to form HUD-5370-C and Supplemental Conditions.
3. Service Contract Act wage rates shall apply.
4. Refer to Index of Submittal Documents for a list of required documents.
5. Questions are to be submitted in writing no later than five (5) calendar days before RFQ due date to: Dianne Wiltz-Hunley, Contract Administrator, at dwiltz@hano.org.

QUOTES VALID UNTIL: _____

QUOTE SUBMITTED AND AUTHORIZED BY: _____ ON _____ 20____

HANO reserves the right to execute a Contract/Purchase Order with the responsible individual, firm, or organization, which provide the greatest benefit to the agency, not necessarily the lowest price.

THIS IS NOT AN ORDER REQUEST

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**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
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REQUEST FOR QUOTES #22-913-16

INDEX OF SUBMITTAL DOCUMENTS

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

Please review this table, and submit with your quote all documents that are checked as a "Required Submittal". The bid form must be signed and properly executed.

INDEX OF SUBMITTAL 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	√	√	√
CERTIFICATE OF CONTRACTOR NON-EXCLUSION	√	√	
ACKNOWLEDGEMENT OF ADDENDA	√	√	
E-VERIFY AFFIDAVIT	√	√	√
SECTION 3 EMPLOYMENT AND TRAINING ACTION PLAN	√	√	
SECTION 3 CONTRACTING ACTION PLAN	√	√	
DBE/WBE CONTRACTING ACTION PLAN	√	√	
LIST OF CORE EMPLOYEES	√	√	
SECTION EMPLOYMENT AND TRAINING SCHEDULE	√	√	
CONTRACTING SCHEDULE	√	√	
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DBE/WBE/SECTION 3 SUBCONTRACTORS, SUPPLIERS, CONSULTANTS – LETTER OF INTENT	√	√	√
STATEMENT OF UNDERSTANDING	√	√	√
FEE PROPOSAL FORM	√	√	

NOTE: ALL SUBMITTAL DOCUMENTS ARE REQUIRED BY THE DUE DATE AND TIME

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
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REQUEST FOR QUOTES #22-913-16

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

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

Item #1: Modify Clause 1 – Preparation of Offers

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

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

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

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

Item #2: Modify Clause 2 - Submission of Offers

1. Add the following to paragraph:

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

2. Add the following paragraph to (a):

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

Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street,
New Orleans, Louisiana 70122
Bejide Legania, Procurement Manager

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

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

Item #3: Clause 3 – Amendments to Solicitations

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

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

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

1. Modify Clause 4 to add the following paragraph:

- (1) All requests shall be forwarded in writing no later than five (5) days before RFQ due date and time to:

Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street, New Orleans Louisiana 70122
Attn: Dianne Wiltz-Hunley, Contract Administrator
(504) 670-3249 (Office) - (504) 286-8224 (Fax)
Email - dwiltz@hano.org

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

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

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

- | | |
|---|---|
| (a) Integrity | (e) Related project experience |
| (b) Compliance with public Policy | (f) Skill |
| (c) Record of past performance | (g) Business judgment |
| (d) Financial and technical resources | (h) Reputation |
| (including construction and technical equip.) | (i) Quality of previous work on contracts |

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

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

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

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

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

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

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

[THIS SECTION INTENTIONALLY LEFT BLANK]

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REQUEST FOR QUOTES #22-913-16

SCOPE OF SERVICES

The Housing Authority of New Orleans (HANO) is soliciting proposals to provide for the collection and disposal of residential and commercial solid waste at various HANO properties. The Work pursuant to this Contract includes all supervision, equipment, labor, tools, and transportation and any other direct or indirect costs and expenses incidental to the performance of the work and to provide HANO with complete refuse collection, removal and disposal.

The scope of work will be performed at the Florida and Fischer Housing Communities, HANO's Central Maintenance Warehouse and Main Office and various Scattered Sites located throughout the metropolitan area. The selected Contractor shall provide new 96 gallon trash can receptacles at all of the Agency's Scattered Site Apartments and Fischer I & III Housing Community. The Contractor shall remove all garbage and trash from HANO's properties on the schedule established below. The Contractor shall drive to each location as per the schedule, remove and dump the trash into the truck, and return the empty containers to their original location. The Contractor shall remove any boxes, piles, or garbage bags, left next to the trash container.

The Contractor shall take the trash to the appropriate municipal dump and dispose of all refuse in accordance with all city regulations. By submitting a proposal for this project, the Contractor acknowledges that he/she has visited the sites and is thoroughly familiar with the Scope of Work.

At all of the sites with the large (8yd) cans, the Contractor shall provide a Service Order/Delivery Ticket, to be signed by a HANO's site representative verifying the service location and delivery of services. Upon completion of pick up services to other HANO scattered site locations, the Contractor shall forward by email, fax or hand delivery, a written notice of Completion, which will be verified and acknowledged by HANO.

HANO desires to contract for these services for an initial two (2) years with a three (3) year renewal option. HANO does not guarantee the number of pickups it will require annually. Pick-up services may be required following storms or other acts of nature and will be paid pursuant to approved rates as set forth in Respondent's Cost Proposal.

Trash Removal and Garbage Collection Services Locations

Service locations may change during the term of the contract, but costs per pickup will remain at the contracted rates. Additional services may be required following a storm or other natural disaster and will be paid at the contracted rates.

- ° Central Maintenance Department Warehouse-7800 Townsend Place, New Orleans, LA 70126
- ° The Housing Authority's Central Office - 4100 Touro Street, New Orleans, LA 70122
- ° Florida Management Office-2521 Independence Street, New Orleans, LA 70126
- ° Fischer I, III & Senior Village Management Office-1915 L.B. Landry, New Orleans, LA 70114
- ° Fischer Senior Village, 1400 Semmes, New Orleans, LA 70114
- ° Various HANO Scattered Sites within the city;

- a. 1223 St. Mary Street, Apts. A through H, New Orleans, LA 70115;
- b. 3810 through 3824 Annunciation Street, New Orleans, LA 70115;
- c. 4235 Tchoupitoulas Street Apt A through F, New Orleans, LA 70115

Number/Type of Receptacles/Pickup frequency:

- Four (4) 8-Yard Dumpsters to be picked up on an as-needed basis, at HANO Central Maintenance Department Warehouse, 7800 Townsend Place, New Orleans, LA 70126 - by Dispatch Order only;
- Three (3) 8-Yard Dumpsters, to be picked up on an as-needed basis, at the Florida Management Office, 2521 Independence Street, New Orleans, LA 70126; by Dispatch Order only;
- Two (2) 8-Yard Dumpsters, to be picked up twice weekly, at the Housing Authority of New Orleans Central Office, 4100 Touro Street, New Orleans, LA 70122.
- Eight (8) 96-Gallon Trash Can Receptacles, provided by the Contractor, to be picked up twice weekly, at HANO Scattered Sites Apartments, 1223 St. Mary Street, Apts. A through H, New Orleans, LA 70115;
- Eight (8) 96-Gallon Trash Can Receptacles, provided by the Contractor, to be picked up twice weekly, at HANO Scattered Sites Apartments, 3810 through 3824 Annunciation Street, New Orleans, LA 70115;
- Six (6) 96-Gallon Trash Can Receptacles, provided by the Contractor, to be picked up twice weekly, at HANO Scattered Sites Apartments, 4235 Tchoupitoulas Street Apt A through F, New Orleans, LA 70115;
- Four (4) 8 yard dumpsters, to be picked up 3 times per week, at the Fischer Senior Village, 1400 Semmes, New Orleans, LA 70114;
- One (1) 30 yard roll off container, provided by the Contractor, to be picked up on an as-needed basis, at the Fischer Senior Village, 1400 Semmes, New Orleans, LA 70114 - by Dispatch Order only;
- Twenty (20) 96-Gallon Trash Can Receptacles, provided by the Contractor, to be picked up twice weekly, at the Fischer I Housing Community, New Orleans, LA 70114 (Addresses to be Provided);
- One hundred three (103) 96-Gallon Trash Can Receptacles, provided by the Contractor, to be picked up twice weekly, at Fischer III, New Orleans, LA 70114 (Addresses to be Provided);
- Bulk garbage collection services (which includes furniture, appliances, mattresses, etc.), to be picked up on an as-needed basis – by Dispatch Order only;

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QUOTE FORM

PICKUP LOCATIONS

Pickup Locations	Number/Size of Containers & Pick-up Frequency	Cost Per Month Per Receptacle
CMD Warehouse 7800 Townsend Place N.O, LA 70126	(2) 8-Yard Dumpsters (3) 6-Yard Dumpsters Picked up as-needed only	\$ _____ \$ _____
Florida/Scattered Sites Management Office 2521 Independence Street N.O., LA 70126	(3) 8-Yard Dumpsters Picked up as-needed only	\$ _____
Housing Authority of New Orleans Central Office 4100 Touro Street N.O., LA 70122	(2) 8-Yard Dumpsters Pick up two times weekly	\$ _____
1223 St. Mary St. Apts. A through H New Orleans, LA 70115	(8) 96-Gallon Receptacles (provided by the Contractor) Picked up twice weekly	\$ _____
3810-24 Annunciation Street N.O., LA 70115	(8) 96-Gallon Receptacles (provided by the Contractor) Picked up twice weekly	\$ _____
4235 Tchoupitoulas Street Apts. A through F N.O., LA 70130	(6) 96-Gallon Receptacles (provided by the Contractor) Picked up twice weekly	\$ _____
Fischer Senior Village 1400 Semmes N.O., LA 70114	(4) 8-Yard dumpsters Pick up 3 times weekly (1) 30 yard roll off container (provided by the Contractor) Picked up on an as-needed basis only	\$ _____ \$ _____
Fischer I 1915 L.B. Landry N.O., LA 70114 (Addresses to be Provided)	(20) 96-Gallon Receptacles (provided by the Contractor) Picked up twice weekly	\$ _____

Fischer III 1915 L. B. Landry N.O., LA 70114 (Addresses to be Provided)	(103) 96-Gallon Receptacles (provided by the Contractor) Picked up twice weekly	\$ _____
Bulk garbage collection-per item	Furniture, appliances, mattresses, miscellaneous debris	\$ _____

*Any modification of an offer on this form shall render the offer null and void.

Company Name

Respondent's Name/Title (Printed)

By: _____
(Signature)

Date

HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
ON-CALL AGENCY-WIDE TRASH REMOVAL AND GARBAGE COLLECTION SERVICES

REQUEST FOR QUOTES #22-913-16

CONTRACTOR'S SUMMARY SHEET

If this Quote 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. 01, the undersigned certifies that the statements set forth in this bid are true and correct.

(Offeror's Name)

(Louisiana Contractor's License Number, if applicable)

By: _____
(Printed or Typed Name)

Title: _____

Date: _____

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

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Email address: _____

Taxpayer I.D. No.: _____

Date Contractor Signed: _____

Certifications and Representations of Offerors Non-Construction Contract

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

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.35, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The forms required for nonconstruction contracts awarded by Housing Agencies (HAs). The forms used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not tend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
ON-CALL AGENCY-WIDE TRASH REMOVAL AND GARBAGE COLLECTION SERVICES**

REQUEST FOR QUOTES #22-913-16

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

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

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

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

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

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

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

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

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

(Print)

(Date)

(Signature)

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
ON-CALL AGENCY-WIDE TRASH REMOVAL AND GARBAGE COLLECTION SERVICES**

REQUEST FOR QUOTES #22-913-16

NON-COLLUSIVE AFFIDAVIT

(Prime Offeror)

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 Offeror is an individual

Partner, if the Offeror is a partnership

Officer, if the Offeror is a corporation

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

Notary Public

My Commission Expires _____, 20_____.

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
ON-CALL AGENCY-WIDE TRASH REMOVAL AND GARBAGE COLLECTION SERVICES**

REQUEST FOR QUOTES #22-913-16

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Company Name)

(Signature)

(Printed or Typed Name / Title)

**HOUSING AUTHORITY OF NEW ORLEANS
 PROCUREMENT AND CONTRACTS DEPARTMENT
 ON-CALL AGENCY-WIDE TRASH REMOVAL AND GARBAGE COLLECTION SERVICES**

REQUEST FOR QUOTES #22-913-16

STATEMENT OF BIDDER'S QUALIFICATIONS

Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

BUSINESS NAME:		
AVG. ANNUAL SALES (LAST 3 YEARS):	CURRENT NET WORTH:	DATE BUSINESS STARTED:
PARENT COMPANY (IF AFFILIATE):		PREVIOUS BUSINESS NAME:

OFFICERS, OWNERS, OR PARTNERS

NAME	OFFICIAL CAPACITY

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

NAME	OFFICIAL CAPACITY

BANK REFERENCE

BANK NAME:	ADDRESS:
CONTACT PERSON:	TELEPHONE NO.:

STATEMENT OF BIDDER'S QUALIFICATIONS (CONT.) QUALITY ASSURANCE

	YES	NO
A. Has the Bidder successfully completed three similar projects within the past five years?		
B. Over the past five years, has the Bidder completed all of their projects within the contract time frame and budget?		
C. Over the past five years, has the Bidder ever been Terminated for Default by any public entity?		
D. Over the past five years, has the Bidder ever been issued a finding of non-compliance by HANO relative to DBE, WBE and Section 3 Employment and Contracting?		
E. Over the past five years, has the Bidder ever been issued a finding of non-compliance relative to Davis Bacon Wage Requirements?		

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work.) Please attach additional pages if additional space is needed.

AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:

The undersigned covenants and agrees to provide the Housing Authority of New Orleans current, complete, and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Housing Authority of New Orleans or the U.S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

SIGNATURE OF PRINCIPAL:	PRINTED NAME OF PRINCIPAL:	DATE SIGNED:
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Housing Authority of New Orleans

EMPLOYMENT, TRAINING, AND CONTRACTING POLICY

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Part I: Policy, Purpose, Requirements, Definitions

A. Introduction and Summary

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

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

Summary of Requirements

	Targeted Section 3 Worker	Section 3 Worker	SMDBE Contracting	WBE Contracting	Section 3 Contracting	Section 3 Training & Internship
Requirements	A worker employed by a Section 3 business concern or a worker who currently fits or when hired fits at least one of the following categories, as documented within the past 5 years. 1. Public Housing resident, Section assisted housing or Youthbuild. 2. Income-eligible resident of Public Housing or Section 8 assisted housing managed by the PHA. 3. Youthbuild Participant. 4. Labor Benchmark of 5%. *Included in the 25% requirement.	Individual's income is below the Low-Income limit is less than 80% AML Employed by a Low-Income business concern. Youthbuild Participant. Labor Benchmark of 25%.	25% of the value of the construction contracts.	5% of the value of the construction contracts.	10% of the value of the construction contracts.	Paid Training and Internship Spots as listed in the Chart on Page 16 of HANO's Employment, Training and Contracting Policy.

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

B. Definitions

Labor Hours: The number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing assistance.

Professional Services: Non-construction services that require an advanced degree or professional licensing, including, but not limited to, contract for legal services, financial consulting, accounting services, environmental services, architectural services, and civil engineering services.

Local Hire: Employee Residing within Orleans Parish.

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

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

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

Section 3 Worker: Any worker who currently fits or, when hired within the past 5 year fit, at least one of the following categories, as documented:

- (1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD, or
- (2) The worker is employed by a Section 3 Business Concern, or
- (3) The worker is a YouthBuild participant.

Service area or the neighborhood of the project: An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

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

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

Housing Authority (HA): Public Housing Agency

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

Employment Opportunities Generated by Section 3 Covered Assistance: All employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in 24 CFR Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

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

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

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

Section 3 Business Concern:

- (1) Business concerns that 51 percent (51%) owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- (2) Business where over 75 percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (3) Business concerns that are at least 51 percent (51%) owned and controlled by low- or very low-income persons.

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

whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract

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

Small, Minority, and Disadvantaged Business Enterprise (SMDBE): A business enterprise that is 51% or more owned, controlled, and actively operated by one or more persons who experience some form of social or economic disadvantage. For the purposes of SMDBE identification, the factors for proving social or economic disadvantage include at least one objective distinguishing factor such as race, ethnic origin, gender or gender identification, physical handicap, service in the military, long-term residence in an environment isolated from the mainstream of society, or other similar causes not common to individuals who are not socially disadvantaged.

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

Targeted Section 3 Worker: For public housing assistance, a Section 3 worker who is:

- (1) A worker employed by a Section 3 Business Concern; or
- (2) A worker who currently fit, or when hired within the past five (5) years fit, at least one of the following categories:
 - (i) A resident of public housing or Section 8-assisted housing; or
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by HANO; or
 - (iii) A YouthBuild participant.

YouthBuild programs: YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (WIOA).

U.S.C. 1701u).

Section 3 Final Rule: Section 3 Final Rule makes changes to the Section 3 regulations, now codified in 24 CFR Part 75 and is effective on November 30, 2020, designed to focus on economic opportunity outcomes while simultaneously reducing regulatory burden. These changes improve the effectiveness of Section 3, streamline some process that have not yielded significant benefits, and encourage HUD grantees to focus on sustained employment for low-and very low income individuals.

C. HANO Section 3 & DBE/WBE Policy Statements

Section 3 Policy Statement

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

With the Housing Authority of New Orleans' (HANO) Board Resolution Number 2021-18, HANO hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or greater by HANO for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all vendor/contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide contracting opportunities to Section 3 business concerns.

To comply with the Act and Board Resolution Number 2021-18, the requirements of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HANO residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award.

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

HANO, in accordance with applicable laws and regulations including those published at 24 CFR Part 75 and effective on November 30, 2020, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements.

HANO's Section 3 requirement is that Section 3 Workers must perform 20% of all labor hours on a covered contract, and that Targeted Section 3 Workers must perform 5% of all labor hours on a covered contract.

It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract will subject contractors to penalties including, but not limited to, the withholding of payments.

Small, Minority, and Disadvantaged Business Policy Statement Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 2 CFR Part 200 and in the Housing Authority of New Orleans' (HANO) Board Resolution Number 2021-18, HANO hereby

modifies the numerical requirements relative to contracting with Small, Minority, and Disadvantaged Business Enterprises (SMBDE). HANO also reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide SMDBEs with the maximum opportunity to participate in the performance of contracts awarded by HANO.

HANO's SMDBE requirement is 30% of the value of the contract will be awarded to qualified SMDBEs. Small, Minority and Disadvantaged Business Enterprise requirements will be 25% of the value of the contract and Women Owned Business Enterprise requirements will be 5% of the value of the contract.

To comply with this requirement and Board Resolution Number 2021-18, the requirements of this policy is to obtain a reasonable level of success in the utilization of eligible businesses by contractors working on contracts partially or wholly funded with HUD monies. HANO shall examine and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

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

D. Section 3 New Hire & Contracting Requirements

Section 3 Numerical Requirements and Order of Preference:

In accordance with Section 3, HANO requires that all contractors and any tier subcontractors shall provide training and employment opportunities to Section 3 residents to meet or exceed a numerical requirement of 25% of hours worked requirement. Which is 5% of hours worked for Targeted Section 3 Workers and 20% for Section 3 Workers. The priority list is:

- 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 Section 8 assisted resident of Orleans Parish
- Priority 5: 5% Labor Hours Benchmark included within the 25% requirement

Contracting Requirements

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

- Priority 1: Business concerns that are 51% or more owned by residents of the HANO housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees; or
- Priority 2: Business concerns that are 51% or more owned by residents of other HANO housing developments that is expending the Section 3 covered assistance, or

whose full-time, permanent workforce includes 30% of these persons as employees; or

Priority 3: HUD Youthbuild programs in Orleans Parish; or

Priority 4: Business concerns that are 51% or more owned by low or very-low income Section 3 residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section.

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

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

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

E. DBE/WBE Contract Requirements

Numerical Requirements

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

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

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

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

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

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

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

Part II- Procurement & Contractor Requirements and Procedures

A. Section 3 Contracting Requirements & Procedures

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

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

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

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

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

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

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

IV. Contract Performance Phase:

Section 3 Contract Performance Monitoring

HANO shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical requirements relative to Section 3 employment, training, and contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 5:00 p.m., on the fifth business day of each month throughout the contract period (Appendix):

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

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

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

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

Determination of Compliance

Contractors and their subcontractors are required to demonstrate compliance with the Section 3 employment and contracting requirements by meeting the numerical requirements set forth above. Contractors who do not meet the contracting numerical requirements must thoroughly document its inability to comply. In addition, HANO requires contractors that fail to meet the contracting requirements set forth in this policy use the alternative measures listed on page 15 to comply. Contractor's efforts shall be directed towards identifying methods to achieve success under this program through the following requirements:

Hiring:

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

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

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

B. DBE/WBE Certification

Businesses wishing to participate in HANO contracts as DBEs/WBEs must be certified by HANO's Section 3/DBE/WBE Coordinator, in the Development and Modernization Department. Businesses claiming DBE/WBE status must be certified in order to have their participation counted toward the contracting requirements stated herein. Interested businesses must initiate the certification process by submitting an application for certification to the Housing Authority. Applications for certification may be obtained by visiting HANO's website at www.hano.org.

Contracting Procedures:

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

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

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

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

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

IV. Contract Performance Phase: HANO shall monitor and evaluate the contractor's compliance towards achieving the numerical requirements relative to DBE/WBE contracting throughout the contract period. The contractor shall be responsible for providing the following reports to HANO, which shall be submitted no later than 5:00 p.m., on the fifth business day of each month throughout the contract period:

- Contracting Compliance Report

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

Contracting:

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

- Make every effort to use DBEs/WBEs included in HANO's directory of certified firms. Such efforts may include, but are not limited to:
 - Dividing total work into smaller sub-tasks (i.e. by floor);
 - Using multiple firms for the same type of work (i.e. two drywall subcontractors or several plumbing suppliers);
 - Exercise flexibility in utilizing DBEs/WBEs in other or additional areas than initially proposed if necessary to meet the program objectives.

- Provide ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the requirements are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to convening a meeting with HANO to advise it of the problems and proposed solutions. HANO will offer its assistance whenever possible.

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

C. Reporting Open Positions

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

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

Part III- Compliance Requirements

Compliance Requirements for Section 3/DBE/WBE Contracting

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

- Contractors must contribute to HANO's Section 3 Employment, Training and Contracting Fund (ETCF), which provides training and other economic opportunities for HANO residents:
 - **Trade, Construction and Rehab Contractors must contribute 2% of the total contract amount.**

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

Compliance Requirement for Project Labor Agreements or Community Workforce Agreements

HANO shall require that a Project Labor Agreement or Community Workforce Agreement be entered into between the trade unions and the developer, contractor, and subcontractors for all projects whose collective value under HANO contracts is \$25 million or more. The Project Labor Agreement or Community Workforce Agreement shall comply with all requirements of the HANO Section 3 and DBE/WBE Employment, Training, and Contracting Policy dated July 27, 2021. The unions, developers, contractors, and subcontractors shall consult with HANO, resident leaders, and community stakeholders on the terms of the agreement prior to its execution.

Part IV – Training Requirements

Training Requirements for Construction Contracts

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

Training Requirements for Non-Construction Contracts

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

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

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

Part V – Contracting and Compliance Forms



Housing Authority of New Orleans (HANO)
Section-3 Targeted Worker Individual Income Verification Form

The following information will be used to verify your individual eligibility under the Section 3 Final Rule regulations as set forth in 24 CFR Part 75.

A Section 3 resident seeking the preference in training and employment provided by this part shall certify or submit evidence to HANO and/or recipient contractor/subcontractor, if requested, that the person is a Section 3 resident.

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

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

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

For proof of residency I have provided at least one of the following:

- Copy of lease
2-months of Utility Bills
Notarized statement from an individual with at least one of the above documents in their name attesting that the person seeking Sec-3 Certification is living at their residence
One of the acceptable proofs of income listed below that clearly indicates the applicant is a Orleans Parish resident
Valid State ID

For proof of income I have provided at least one of the following:

- Copy of receipt of public assistance
Copy of Evidence of participation in a public assistance program
Proof of income (Check stub, W-2, Tax forms, 1099, employer letter on letterhead, etc.)
Proof of Unemployed Status

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

Signature _____ Date _____
Contact Phone: _____

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



Housing Authority of New Orleans (HANO) SECTION 3 REQUIREMENTS

Consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and with the Housing Authority of New Orleans' (HANO) Board Resolution Number 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:

An individual whose income does not exceed 80% of the median income for the area, as determined by the Secretary of the U.S. Housing and Urban Development.

Hours Worked Requirement:

- 1) **25% Section 3 Worker.** Is a worker whose individual income is below the low-income limit of 80% AMI, or employed by a low income business concern or a worker who currently fits or when hired fit at least one of the Section 3 Worker and/or Resident categories.
- 2) **5% Targeted Section 3 Worker.** Is a worker employed by a Section 3 business concern or a worker who currently fits or when hired fit at least one of the Section 3 Worker and/or Resident categories, as documented within the past 5 years

Section 3 Worker and/or Resident:

- 3) A resident of HANO housing site where the work is being done; or
- 4) A resident of any HANO housing site; or
- 5) A participant in HUD Youthbuild program in Orleans Parish; or
- 6) An income-eligible resident of public housing or Section 8 assisted housing managed by HANO and providing assistance to resident of Orleans Parish; or
- 7) 5% Labor Hours Benchmark included within the 25% requirement.

Statement of Numerical Goals and Order of Preference:

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 25% of all Section 3 Workers and 5% of Targeted Section 3 Workers for Hours Worked Requirement 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 Section 8 assisted resident of Orleans Parish |
| Priority 5: | 5% Labor Hours Benchmark Included within the 25% requirement |



ORLEANS PARISH, LOUISIANA

SECTION 3 ANNUAL INDIVIDUAL INCOME LIMITS 2021

Limits DO NOT apply to residents of HANO development sites

Orleans Parish Median Income: \$70, 100

FY 2021 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<u>Low (80%) Income Limits</u>	\$39,300	\$44,900	\$50,500	\$56,100	\$60,600	\$65,100	\$69,600	\$74,100

Definition of 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) An income-eligible resident of public housing or Section 8 assisted housing managed by HANO and providing assistance to low or very low-income resident of Orleans Parish; or.
 - 5) 5% Labor Hours Benchmark included within the 25% requirement.
- *Source – HUD FY 2020 Income Limits Documentations System, FY 2021 Income Limits Documentation System -- Summary for Orleans Parish, Louisiana (huduser.gov)



HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 EMPLOYMENT ACTION PLAN

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

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

Lined area for writing the Employment Action Plan.

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

SECTION 3 TRAINING ACTION PLAN

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

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

Blank lined area for writing the training action plan.

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

CONTRACTING ACTION PLAN FOR SECTION 3/DBE/WBE

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

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

Lined area for writing the contracting action plan.

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

LIST OF CORE EMPLOYEES

CONTRACT EXECUTION DATE: _____

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	DATE OF HIRE	JOB CLASSIFICATION
Example: John Doe 1515 Mockingbird Lane City, State	10/10/00	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
CONTRACTING SCHEDULE**

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

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

Summary:

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS SECTION 3

EMPLOYMENT AND TRAINING SCHEDULE

IFB NO. _____

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

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

Name: _____ Title: _____ Date: _____



HOUSING AUTHORITY OF NEW ORLEANS

LETTER OF INTENT - Subcontractor Commitment Form

To: _____ IFB# _____
Name of Prime Contractor

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

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

Name of Subcontractor _____

Description of Work to Be Performed by Subcontractor _____

Contract Value (inclusive of change orders) \$ _____

Term of Contract (include start and end dates) _____

Subcontractor Status (Section 3, DBE, WBE) _____

By: _____
Prime Contract Signature

Printed or Typed Name _____

Title: _____

Date: _____

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

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

My Commission expires: _____

Date Executed: _____



HOUSING AUTHORITY OF NEW ORLEANS

STATEMENT OF UNDERSTANDING

IFB NO. _____

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

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

Bidder's/Offeror's Name _____

By: _____
Signature

Printed or Typed Name _____

Title: _____

Date: _____

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

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

My Commission expires: _____

Date Executed: _____

Monthly Reporting Forms for HANO's Employment, Training, and Contracting Policy

Instructions: Complete the attached forms and return them to HANO by close of business on the 1st business day of each month. All contractors and subcontractors with contracts valued at \$100,000.00 (One-hundred Thousand dollars) or more are subject to the requirements of HANO's Employment, Training, and Contracting policy, and must complete and return these forms to remain in compliance with their contract provisions. Each form captures a different vital piece of information to measure the contractor's progress towards attaining their ETC goals, and must be completed to the satisfaction of the Compliance Specialist before being accepted.

Form A (Section 3 Hires and Trainees): This report must include all new hires and trainees on boarded during the reporting period. Failure to include all new hires will result in the report being rejected by the Compliance Officer. This report must also include each Section 3 individual hired in the reporting period and list them by preference category:

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

Form B (Labor Utilization and Man-hours): List all Employees including Section 3 residents who have performed work in connection with this project to date. For each Section 3 employee, please attach a Section 3 Resident Certification form and Section 3 Income Verification Worksheet with supporting documentation. Section 3 employees without this information will NOT be counted towards your Section 3 requirements.

Form C (Employer Paid Training): Report all training paid for by the employer in the reporting period. This should include the attendee's name, training description, total cost, and all other relevant information.

Form D (Contracting Compliance): List ALL Section 3/DBE/WBE Contractors/Subcontractors and Suppliers utilized on this contract to date. Copies of all contracts/supplier agreements executed during this reporting period must be submitted with this report.

Additional Space: In the event that you should require additional space, please duplicate the appropriate form and indicate the total number of copies (Page x of x) on the form(s).

Contact Information: Please provide a point of contact for your company/organization in the event there should be questions or corrections required to your reporting:

Project Name:	<input type="text"/>	Project Number:	<input type="text"/>	Reporting Period:	<input type="text"/>
Name:	<input type="text"/>	Title:	<input type="text"/>	Company:	<input type="text"/>
Phone:	<input type="text"/>	Email:	<input type="text"/>	Signature:	<input type="text"/>

Form A: Section 3 Hires and Trainees Compliance Report

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

Project Name: _____ Project Number: _____ Reporting Period: _____

Signature: _____ Date: _____

Form C: Employer Paid Training Report

Attendee Name	Training Name/Description	Training Provider	Training Dates	Training Hours	Total Dollar Cost of Training & Materials
John Smith	Welding Classes	Delgado	9/18-27/2019	40	\$800
Total					

Project Name: _____

Project Number: _____

Reporting Period: _____

Signature: _____

Date: _____

Form B: Section 3 Labor Utilization Report

Name	Address (City, State, Zip)	Section 3 Category Preference	Craft/Trade	Number of Man-hours Worked This Period	Hire Date	Termination Date	Total Man-hours
John Smith	123 Main Street, New Orleans, LA 70117	2	Laborer	125	1/20/2018	Current	523
Total							

For the Period of this report, indicate:

Total Number of Man-hours worked by all Employees:

Total Number of Man-Hours worked by Section 3 Employees:

Percentage of Total Man-Hours worked by Section 3 Employees:

Project Name:

Project Number:

Reporting Period:

Signature:

Date:

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

Form D: Contracting Compliance Report

Name of Subcontractor/Supplier	Indicate HANO Certification (DBE/WBE, SEC 3)	Scope of Work Performed/To Be Performed	Method of Procurement (Public Bid, RFP, etc.)	Total Subcontract Amount (including Change Orders)	Amount Paid this Period	Amount Paid to Date	Balance Due
Jim's Plumbing	DBE	Plumbing, Pipefitting	Public Bid	\$25,000	\$6,000	\$18,000	\$7,000
Total							

Total Amount Paid to Contractor by HANO or Prime Contractor:

This Period: \$

To Date: \$

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$

To Date: \$

Total Amount Paid by Contractor to DBE/WBES:

This Period: \$

To Date: \$

Total Amount Paid by Contractor to WBES:

This Period: \$

To Date: \$

Project Name:

Project Number:

Reporting Period:

Signature:

Date:



Section 3 Employment and Training Assessment

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

Personal Information

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

Home Telephone _____ Alt. Telephone _____

Current Age _____ Date of Birth _____

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

If Yes, Which Site: _____ Name of Individual _____ Are you a HANO

Housing Choice Voucher Participant () YES () NO

If Yes, Name of Individual _____

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

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

Education

Highest Level of Education (Grade Completed) _____

High School Diploma _____ GED _____ Some College _____

College _____ List Degree _____ Year Completed _____

Name of last School Attend _____ City _____ State _____

Last Year Attended _____

Employment

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

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

3. Current Job Title _____ Hourly Rate _____

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

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

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

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

8. What type of environment would you like to work in? ___ Indoors ___ Outdoors

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

Employment History

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

Transportation

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

2. Do you own a car or have access to reliable transportation to get to and from work?

Yes _____ No _____ If yes, make /model/year of car.

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

References: DO NOT INCLUDE RELATIVES.

Name _____ Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Name _____ Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Name _____ Address _____

City _____ State _____ Zip Code _____

Telephone _____ Position/Relationship _____

Signature: _____ Date: _____

Print Name: _____

SKILLS ASSESSMENT

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

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

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

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

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

II. Comments

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

2. Withholding of funds

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

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

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

3. Records

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

4. Apprentices and Trainees

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

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

(i) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(ii) A training/trainee program that has received prior approval by HUD.

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

5. Disputes concerning labor standards

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

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

final.

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
ON-CALL AGENCY-WIDE TRASH REMOVAL AND GARBAGE COLLECTION SERVICES**

REQUEST FOR QUOTES #22-913-16

SUPPLEMENTAL CONDITIONS

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

Contract Type/Contract Amount

This Contract shall be a requirements type Contract with HANO to perform the required scope of services on an on call basis. The Contract shall provide for no minimum assignment of Work. HANO reserves the right to assign Work under this Contract, in accordance with its needs.

Term of Contract

This Contract shall be for an initial period of two (2) year, with an option to extend for three (3) year periods. The options shall only be exercised if the Contractor has satisfactorily performed under the Contract. Contract extensions will not be automatic and must be approved by HANO. Services provided during the option period shall be negotiated prior to the execution of a contract extension, if required.

After the initial one year contract period, HANO may exercise the options to extend the Contract. If an option to extend is exercised and the total amount of the Contract meets or exceeds the Small Purchase Threshold amount of \$150,000.00, approval of the option must be requested of HANO's Board of Commissioners prior to execution of the Amendment to extend.

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

The options shall only be exercised if the Contractor(s) has satisfactorily performed under the Contract terms and conditions. Contract extensions will not be automatic and must be approved by HANO. Services provided during the option period(s) shall be negotiated prior to the execution of a contract extension, if required.

Dispatch Orders

Work shall be assigned through the issuance of written Dispatch Orders. The estimated cost shall be based on the contracted fee schedule. Dispatch Orders issued shall serve as the Notice to Proceed. The estimated timeframe for completion of each order shall be indicated in each Dispatch Order issued. All Dispatch Orders placed prior to, but not completed by the expiration of the Contract, must be completed in accordance with all provisions of the Contract still in force.

Upon completion of pickup services to HANO Central Office, the B.W. Cooper Scattered Site Management Office and the CMD warehouse, the Contractor shall provide a Service Order/Delivery Ticket, to be signed by a HANO representative verifying service location and delivery of services. Upon completion of pick up services to other HANO locations, the Contractor

shall forward by email, fax or hand delivery, a written notice of completion of services. Completion of services indicated in the notice will be verified and acknowledged by HANO.

Invoicing

Invoices shall be submitted monthly to the Department of Finance. The invoice shall provide an invoice number, service date, Purchase Order number, Dispatch Order number, a description of services provided, and the name/title of employee(s) who rendered the services. Invoices shall be submitted on the Contractor's own invoice.

Payments

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

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

Insurance

Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

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

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

The Contractor shall be required to furnish the Housing Authority of New Orleans' Procurement and Contracts Department, 4100 Touro St, New Orleans, Louisiana, original Certificates of

Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificate does not constitute agreement by HANO that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to HANO in the event coverage is substantially decreased, canceled or non-renewed.

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

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

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

Termination for Convenience and Default

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

Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a Contractor's organizational, financial, contractual or other interests are such that: (i) Award of the Contract may result in an unfair competitive advantage; or (ii) The Contractor's objectivity in performing the Contract Work may be impaired. (b) The Contractor agrees that if after award it discovers an organizational conflict

of interest with respect to this Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the Contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA. (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the Contract for default. (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the Work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest

Indemnification

The successful Respondent will be required to protect, defend, indemnify, keep, save, and hold HANO, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Respondent, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Respondent will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are considered groundless, false or fraudulent.

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

Ethics Policy

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

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.

Contractual Obligations

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

Certification of Legal Entity

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

Certifications

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

Respondent Status

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

Assignment

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

Advertising

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

Media Relations

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