

HOUSING AUTHORITY OF NEW ORLEANS

REQUEST FOR PROPOSALS

FOR

**VIDEO PRODUCTION SERVICES
FOR THE HOUSING AUTHORITY OF NEW ORLEANS**

RFP NUMBER: 21-904-27

SUBMISSION DATE: FRIDAY JUNE 18, 2021

2:00 P.M. CST

Prepared By:

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

**Evette Hester
Executive Director**

Issue Date: Friday May 28, 2021

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Executive Director

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INDEX OF SUBMITTAL DOCUMENTS

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

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

INDEX OF SUBMITTAL DOCUMENTS			
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/CORPORATE SEAL REQUIRED
Contractor's Summary	√	√	√
HUD-5369-C, Certifications and Representations of Offerors (Non-Construction Contract)	√	√	
Certification of Contractor Non-Exclusion	√	√	
Non-Collusive Affidavit	√	√	√
Acknowledgement of Addenda	√	√	
E-Verification Affidavit	√	√	√
Written Proposal	√	√	
Cost Proposal	√	√	

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

1. Submission of Proposals

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

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

2. Interpretations/Questions

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective offeror. Requests for interpretation must be made, in writing, at least 3 days before the submission due date and time to:

Housing Authority of New Orleans
Department of Procurement and Contracts
Attn: Dianne Wiltz-Hunley, Contract Administrator
4100 Touro Street
New Orleans, LA 70122
(504) 286-8224 (fax); (504) 670-3249 (phone)

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

3. Addendum and Update Procedures for the RFP

During the period of advertisement for this RFP, HANO may wish to amend, add to, or delete from the contents of this RFP. In such situations, HANO will issue an addendum to the RFP setting forth the nature of the modification(s). All addenda will be posted on the HANO website. Hard copies may be faxed or mailed upon request.

4. Proposal Format

All proposals shall be submitted in 8 1/2 x 11 inch format and bound. All pages shall be numbered. Larger size pages or inserts may be used provided they fold to 8 1/2 x11-inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal, as documents are duplicated and distributed internally for review and evaluation by the Evaluation Committee. Proposals shall be organized and include all

requirements outlined in Part III - Submission Requirements. The front cover shall bear the RFP name and number, submission date, respondent's name, address, email address and phone number.

5. Submittal Forms

Provide, as a part of the proposal, all required certifications and forms, as listed on the Index of Submittal Documents page and included in Appendix B of this RFP. Documents that are checked "Signature Required" must be properly executed. Documents that are checked "Notary/Corporate Seal Required" must be notarized and/or have a corporate seal affixed.

6. Acceptance of Proposals

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

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

7. Time for Reviewing Proposals

Proposals received prior to the due date and time will be securely kept, unopened. After the closing date, all proposals received are opened and evaluated in confidence. Proposals are not opened publicly. The Contracting Officer' authorized designee will decide the time to open and review proposals. Once submitted, proposals become the property of HANO.

8. Withdrawal of Proposals

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

9. Award of Contracts

Contracts shall be awarded to the respondent submitting proposals according to the evaluation criteria contained herein, provided the proposal is in the best interest of the Housing Authority (HANO). The selected respondent will be notified at the earliest practical date. Subsequent contract awards are subject to approval from the Housing Authority of New Orleans' Board of Commissioners, and /or the U.S. Department of Housing and Urban Development. No companies

or firms listed on the System for Award Management (SAM) Excluded Parties List of companies or firms ineligible to receive awards, will be considered.

10. Protest of Award

Any protest against the award of a contract agreement or purchase order based on a formal method of procurement, where the solicitation is advertised, must be received by the Manager of the Procurement and Contracts Department within three business days after notice of award, or the protest will not be considered. HANO shall issue a written decision to a properly filed protest within 15 business days of receipt.

11. Certification of Legal Entity

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

12. Louisiana Secretary of State

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

13. Costs Borne by Respondent

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

14. Best Available Data

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

15. Respondent Responsibilities

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

16. Public Access to Procurement Information/Confidentiality

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

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
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FOR THE HOUSING AUTHORITY OF NEW ORLEANS
RFP #22-904-27**

PART I – GENERAL BACKGROUND INFORMATION

1.1 Introduction/ Background Information

The Housing Authority of New Orleans (HANO) is requesting sealed proposals from qualified, experienced professional production companies to develop a short audio/visual film for the agency. The film shall document HANO's community development projects, service programs and clients, and acknowledge achievements and challenges experienced over the last decade. The film should also emphasize the agency mission, vision, core values and vital administrative changes.

PART II – SCOPE OF SERVICES

The selected contractor shall provide, but not be limited to the following:

- The contractor shall develop a documentary-type short film featuring the Housing Authority of New Orleans (HANO). The length of the film is estimated to be not longer than five (5) minutes in duration. The film shall communicate and illustrate HANO's mission, vision, core values and annual goals.
- The film should feature HANO's transition from post-Katrina/demolition recovery, to the transformation of public housing conventional sites, into modern, mixed-income communities;
- The film should showcase communities that have been reconstructed, those currently under construction, and pending redevelopment projects along with development partners;
- The film documentary shall showcase community expansion such as clinics, schools, retail inclusion, along with administrative changes and technology enhancements to serve program participants;
- The documentary shall also focus on residents and their experiences living in the new communities along with the day-to-day challenges still faced as low-income citizens;
- Also included in the film shall be a featured tribute to resident leadership, and the expansion of the Section 8 program;
- Community Supportive Services offered and managed through third-party providers by the Client Services Department, shall play a vital role in the film.

The contractor shall possess all applicable licenses and/or certifications required to perform the required services.

Preliminary Tasks:

The selected contractor shall:

- Review short film currently featured on the HANO website to determine concept;
- Work with HANO Communications staff to determine story flow, format, and content;
- Conduct pre-production research and meetings necessary to develop draft copy and narration;
- Work with Communications staff to determine, contact and schedule staff, resident (program participant and others) and developer/contractor interviews;
- Shoot still photos and raw video footage of all HANO communities to display changes that have occurred over the last decade; and,
- Edit, narrate, add music and graphics for film as needed.

PART III – SUBMISSION REQUIREMENTS

Listed below are the sections that must be included in your proposal. The proposal should reflect the objectives outlined in the Scope of Services. Each section must be clearly labeled using the bold-faced titles listed below, and shall be assembled in the order described below.

3.1 Knowledge and Relevant Experience

In narrative format, provide the organization's knowledge and experience in developing short films similar in nature to that identified in the Scope of Services. Explain in detail the methods that will be used in the provision of the services described.

Provide a detailed explanation of the photography and production process your company will use as compared to other standard methods of film creation. Include details of how you intend to determine the appropriate individuals to be interviewed, and in developing an accurate image of the agency's goals and accomplishments.

Provide visual examples of short film projects your organization has completed that may be similar in content to the services required in this RFP.

3.2 Staffing and Qualifications

In narrative format provide a brief history of your company including the number of years in business and the types of film creations and/or documentary services your company has provided. Provide a list of at least three (3) organizations for whom you have created short films or documentaries. For each business/agency listed, provide a contact name and contact information including telephone number, fax number, and email address.

Identify key positions and personnel who will work on the project indicating their specific roles. Provide a copy of all required licensing and or certifications demonstrating your company's qualification to provide the required services.

3.3 Approach/Work Plan

Describe the company's approach to be used in the provision of services. Provide sequentially, the steps/process necessary to achieve the required services such as pre-production, production, and post-production activities, if required. Include a proposed timeline for commencing and completing each stage of the process.

3.4 Required Certifications

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

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

3.5 Cost Proposal

Complete the fee proposal form provided in (**APPENDIX B**). Identify the fixed rates for the provision of the services required. In addition, include the company's overhead and profit associated with the provision of the requested services. Indicate any miscellaneous expenses such as travel (if necessary), and other costs that may be associated with the provision of the requested services.

PART IV PROCUREMENT PROCESS

4.1 Proposal Evaluation/Contract Award

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the Offerors that will be included in the competitive range (short list), from which final selection for contract award(s) will ultimately be made. Stage II of the evaluation process will be reserved for the short listed firms only. Scoring will be based upon how well the proposal meets the criteria established in this RFP. During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. Scoring will be based on predetermined Evaluation Criteria contained in the solicitation. The available points associated with each area of consideration are shown. The results of the evaluation will be used to determine those Offerors to be included in the competitive range.

The competitive range shall include those Offerors who are determined through the evaluation process and due diligence review (verification of Contractor responsibility) to be the most

qualified. These Offerors may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by HANO will result in exclusion from the competitive range.

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

HANO reserves the right to make no award or decline to enter into negotiations should it believe that no Offeror to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period, or if the total points received after evaluations is unacceptable, as determined by HANO. Further, HANO reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked firm from Stage I of the evaluation process. If an Agreement cannot be negotiated with a firm(s), HANO will terminate negotiations and the procedure will continue until a contract(s) have been negotiated. All contracts and subsequent contract awards to selected Offerors are subject to HUD funding availability, and final approval from the Housing Authority of New Orleans' Board of Commissioners, and/or the U.S. Department of Housing and Urban Development.

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

4.2 Evaluation Criteria

Evaluation Criteria

Knowledge and Experience	35 Points
Staffing and Qualifications	30 Points
Approach/Work Plan	35 Points
Total Possible Points	100 Points

APPENDIX A

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 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:

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

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

5. Disputes concerning labor standards

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
VIDEO PRODUCTION SERVICES
FOR THE HOUSING AUTHORITY OF NEW ORLEANS
RFP #22-904-27**

SUPPLEMENTAL CONDITIONS

The following supplements modify the "General Conditions for Non-Construction Contracts Section I and II," form HUD-5370-C:

Contract Type

The contract to be awarded shall be a fixed price contract, where the awarded Contractor will provide HANO with the required services, as identified in the Scope of Services, pending HUD Funding.

Contract Period

The contract period shall be 150 calendar days upon issue of a Notice to Proceed.

Invoicing

Invoices shall be submitted monthly to the Department of Finance and HANO's Communication Department simultaneously. The invoice shall provide an invoice number, service dates, Purchase Order number, a description of services provided, and the name and title of employee(s) or who rendered the services. Invoices shall be submitted on the contractor's own invoice.

Payments

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

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

Insurance

Prior to commencement of the contract, the awarded contractor shall furnish a Certificate of Insurance in duplicate, with the Housing Authority of New Orleans Project Name and Number

stated on the Certificates and submit prior to the beginning of operations. Coverage and amounts below are minimum requirements and do not establish limits to the Contractor's liability. The insurance carriers used by the contractor must be authorized to do business in the State of Louisiana and the insurance provided will cover all operations under the contract, whether performed by the contractor or by subcontractors. Other coverage and higher limits may be provided at the Contractor's own expense.

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

- Workers Compensation Insurance in accordance with the laws of the State of Louisiana
- Commercial Liability Insurance (primary and umbrella) or equivalent with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. The Housing Authority of New Orleans is to be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from the Services.
- Automobile Liability Insurance (Primary and Umbrella) for motor vehicles (owned, non-owned and hired) used in connection with the services to be performed, shall be covered with Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The Housing Authority of New Orleans is to be named as an additional insured on a primary non-contributory basis.
- Professional Liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.00 per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of services under the contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

The Contractor shall be required to furnish the Housing Authority of New Orleans' Department of Procurement and Contracts original Certificates of Insurance evidencing the required coverage to be in force on the date of the contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this contract or extensions thereof. The receipt of any certificate does not constitute agreement by HANO that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all contract requirements. The insurance policies shall provide for sixty (60) days prior written notice to be given to HANO in the event coverage is substantially decreased, canceled or non-renewed.

The 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, 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.

The Housing Authority of New Orleans, its Board Members, officers, employees and agents are each to be named as an "Additional Insured" on all liability insurance.

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.

REQUEST FOR TAXPAYER NUMBER AND CERTIFICATION (W-9)

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

INDEMNIFICATION

The successful contractor 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 contractor, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Contractor 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 Contractor of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFP will survive the expiration or termination of that contract.

ASSIGNMENT

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

PERSONNEL

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

CERTIFICATION OF LEGAL ENTITY

Prior to execution of a contract agreement, the Contractor 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.

PUBLIC ACCESS TO PROCUREMENT INFORMATION/CONFIDENTIALITY

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

BEST AVAILABLE DATA

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

COMPLIANCE REPORTING

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

RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS

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

ETHICS POLICY

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

THIRD PARTY CLAIMS ON SOFTWARE

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

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

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

CONTRACTOR STATUS

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

ADVERTISING

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

MEDIA RELATIONS

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

APPENDIX B

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
VIDEO PRODUCTION SERVICES
FOR THE HOUSING AUTHORITY OF NEW ORLEANS
RFP #22-904-27**

CONTRACTOR'S SUMMARY

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

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

(Bidder's/Offeror's Name)

By: _____
(Signature)

(Printed or Typed Name)

Title: _____

Date: _____

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

Address: _____

City, State, Zip: _____

Telephone No.: _____

Email: _____

Taxpayer I.D. No.: _____

(Affix Corporate Seal)

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

Subscribed and sworn to

(Notary Public)
(Seal)

before me this _____ day of

_____, 20_____

My Commission expires: _____

Date Contractor Signed: _____

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/98)

Public reporting burden for this collection of information is estimated to average 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 85.38, 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/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal; and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
VIDEO PRODUCTION SERVICES
FOR THE HOUSING AUTHORITY OF NEW ORLEANS
RFP #22-904-27**

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.

(Printed Name)

(Date)

(Signature)

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
VIDEO PRODUCTION SERVICES
FOR THE HOUSING AUTHORITY OF NEW ORLEANS
RFP #22-904-27**

NON-COLLUSIVE AFFIDAVIT

(Prime Bidder/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/offeror has not colluded, conspired, connived or agreed, directly or indirectly with any bidder/offeror 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/quote/proposal price or affiant or any other bidder/offeror, or to fix any overhead profit or cost element of said bid/quote/proposal price, or that any other bidder/offeror, or to secure any advantage against the Housing Authority of New Orleans or any personal interest in the proposed contracts; and that all statements in said proposal or bid are true.

Signature of

Offeror, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and Sworn to before me

This _____ day of _____ 2018

Notary Public

My Commission Expires _____

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
VIDEO PRODUCTION SERVICES
FOR THE HOUSING AUTHORITY OF NEW ORLEANS
RFP #22-904-27**

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Respondents Name)

(Signature)

(Printed or Typed Name)

**HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
VIDEO PRODUCTION SERVICES
FOR THE HOUSING AUTHORITY OF NEW ORLEANS
RFP #22-904-27**

EMPLOYEE VERIFICATION AFFIDAVIT

(Employer)

STATE OF _____

CITY/COUNTY OF _____

I, _____ Being duly sworn, attests and says that:
(Authorized Signatory)

_____ a private organization,
(Name of Private Company/Employer)

duly registered in the aforementioned state, and contracted to perform work within the State of Louisiana, herein attests that I/we (the employer) are in compliance with the United States Department of Homeland Security's "E-Verify" program, which is mandated pursuant to La RS 38:2212.10. I further attest that I/we are registered in a status verification system to verify that all new employees in my/our (the employer) employ are legal citizens of the United States, or are legal aliens. Further, I/we shall continue to utilize a status verification system to confirm the legal status of all new employees assigned to this project during the term of this contract. In further compliance with the Immigration Reform and Immigrant Responsibility Act of 1996 administered by the U.S. Department of Homeland Security, I/we shall require all subcontractors to submit to me/us (the employer) a sworn affidavit verifying its compliance with the Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a).

Signature of

(Authorized Signatory)

(Printed Name/Title of Authorized Signatory)

Sworn to and Subscribed before me:

This _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

**HOUSING AUTHORITY OF NEW ORLEANS
 REQUEST FOR PROPOSALS
 FOR
 VIDEO PRODUCTION SERVICES
 FOR THE HOUSING AUTHORITY OF NEW ORLEANS
 RFP #22-904-27**

COST PROPOSAL

For the purpose of evaluation and subsequent negotiations, if required, the fee for each project position shall be broken down as follows:

A. Production Costs

Position	Hourly Rate	Estimated # of Hours	Total
Production Manager	_____	_____	_____
Videographer/Cameraperson	_____	_____	_____
Sound Engineer	_____	_____	_____
TOTAL ESTIMATED LABOR COSTS			_____

NOTE: Labor hours are to be submitted for comparison purposes only. Modify the position classifications identified on this form as necessary to reflect the specific proposed staffing plan for this engagement. Reimbursable rates for travel and lodging shall be in accordance with the current U.S. General Services Administration (GSA) Schedule of Rates, if required and approved by HANO. Refer to www.gsa.gov.

B. Direct Job Costs

GSA Expenses	_____
Misc. Expenses	_____
TOTAL LUMP SUM DIRECT JOB COSTS	_____

Contractor may modify the direct job cost descriptions identified on this form as necessary to reflect their specific estimated direct costs for this engagement.

TOTAL ESTIMATED PROJECT COST \$ _____

Offeror's Name

Signature

Firm/Company Name