

# **HOUSING AUTHORITY OF NEW ORLEANS**

## **REQUEST FOR PROPOSALS FOR INDEPENDENT AUDIT SERVICES**

**RFP NUMBER: 21-905-36**

**SUBMISSION DATE: TUESDAY, OCTOBER 12, 2021**

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

**Prepared By:**

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

**ISSUE DATE: TUESDAY, SEPTEMBER 21, 2021**

**Evette Hester  
Executive Director**

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**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
INDEPENDENT AUDIT SERVICES  
RFP #21-905-36**

The Housing Authority of New Orleans ("HANO") is requesting sealed proposals from qualified firms or companies with a demonstrated track record in providing tax credit accounting services and successfully conducting annual audits for public housing authorities, as required by the Single Audit Act and the U.S. Department of Housing and Urban Development (HUD), for the fiscal year end of September 30th and the tax credit limited liability partnerships have a calendar year end. The initial contract period is for 2 years consisting of the fiscal and calendar year reporting requirements of September 30, and December 31, 2021 and 2022. There is an additional two-year renewal option for the required services for 2023 and 2024, and an additional one-year option period for fiscal and calendar year reporting requirements for calendar year 2025. Submission requirements and other information required to complete proposals are set forth below.

Sealed responses to this solicitation will be received by the Housing Authority of New Orleans (HANO) in the Department of Procurement and Contracts until 2:00 p.m. CST on Tuesday, October 12, 2021.

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

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

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

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

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

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

The Housing Authority of New Orleans reserves the right to reject any or all proposals for just cause, waive any formalities in the submission process, and negotiate and enter into an agreement with any proposer, if it is the best interest of the housing authority (HANO).

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

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
INDEPENDENT AUDIT SERVICES  
RFP #21-905-36**

**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 Form 5389C Representations, Certifications, and Other Statements of Offerors	√	√	
Non-Collusive Affidavit	√	√	√
Certification of Contractor Non-Exclusion	√	√	
Acknowledgement of Addenda	√	√	
E-Verification Affidavit	√	√	
Cost Proposal Form	√	√	
Certification For Businesses Seeking Section 3/DBE/WBE Preference in Contracting and Demonstration of Capability	√	√	√

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

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
INDEPENDENT AUDIT SERVICES  
RFP #21-905-36**

**SUPPLEMENTAL INSTRUCTIONS TO OFFERORS**

**1. Submission of Proposals**

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

**Housing Authority of New Orleans,  
Department of Procurement and Contracts  
Attn: Bejide Legania, Procurement Manager  
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 Contractor. Requests for interpretation must be made, in writing, at least 5 days before the submission due date and time to:

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

Questions may also be submitted via e-mail to [dwiltz@hano.org](mailto:dwiltz@hano.org)

**3. Addendum and Update Procedures for the RFP**

During the period of advertisement for this RFP, HANO may wish to amend, add to, or delete from the contents of this RFP. In such situations, HANO will issue an addendum to the RFP setting forth the nature of the modification(s). HANO will post all addenda pertaining to this RFP on its website at [www.hano.org](http://www.hano.org). Hard copies may be mailed or faxed upon request. It shall be the responsibility of each Respondent to ensure they have any/all additional addenda relative to this RFP.

**4. Proposals**

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 proposal, 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, Contractor'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 date and time. 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 submissions, to take exception to this RFP's specifications or to waive any formalities. Contractors 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 Contractor 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's authorized designee will decide the time to open and review proposals. Once submitted, the proposal becomes the property of HANO.

#### **8. Withdrawal of Proposals**

Proposals may be withdrawn upon written request dispatched by the Contractor 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 Contractor, mailed and postmarked prior to the time set for proposal opening. Negligence on the part of the Contractor in preparing its proposal confers no right of withdrawal or modification of its proposal after the due date and time.

#### **9. Award of Contract**

Contractors shall be selected in accordance with the evaluation criteria contained herein, provided the proposal is in the best interest of the housing authority (HANO). The selected firm will be notified at the earliest practical date. Subsequent contract awards are subject to approval from the Housing Authority of New Orleans' Board of Commissioners, and/or the U.S. Department of Housing and Urban Development. No companies or firms listed on the System for Award



Management (SAM) Excluded Parties List of companies or firms ineligible to receive awards will be considered.

#### **10. Protest of Award**

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

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

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

#### **12. Louisiana Secretary of State**

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

#### **13. Costs Borne by Contractor**

All costs related to the preparation of responses to this RFP and any related activities are the responsibility of the Contractor. HANO assumes no liability for any costs incurred by the Contractor 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 Contractor s in preparing a response; HANO assumes no liability for any errors or omissions.

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

Contractors may not make direct contact with HANO Staff, its Board Members, Evaluation Committee Members, Residents or Consultants. All communications regarding the RFP shall be in writing as provided in HUD Form 5369-B, Instructions to Offerors for Non-Construction, Paragraph 4 and these Supplemental Instructions to Offerors.

#### **16. Contractor Responsibilities**

Each Contractor 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 Contractor's own risk.

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

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after contract award. 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.

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**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
INDEPENDENT AUDIT SERVICES  
RFP #21-905-36**

**PART I – GENERAL BACKGROUND INFORMATION**

**1.1 Introduction/ Background Information**

The Housing Authority of New Orleans (HANO) is requesting sealed proposals for annual auditing and tax preparation services from qualified and experienced auditors/firms licensed to practice auditing in the State of Louisiana, who have a demonstrated track record in providing tax credit accounting services and successfully conducting annual audits for public housing authorities. HANO has a fiscal year end of September 30<sup>th</sup> and the tax credit limited liability partnerships have a calendar year end. As a part of this engagement, the successful Contractor shall provide accounting services, tax return preparation for each of HANO's tax-credit limited liability partnerships and conduct the annual audit of HANO, as required by the Single Audit Act and the U.S. Department of Housing and Urban Development (HUD).

The initial contract period is for 2 years consisting of the fiscal and calendar year reporting requirements of September 30, and December 31, 2021 and 2022. There is an additional two-year renewal option for the required services for 2023 and 2024, and an additional one-year option period for fiscal and calendar year reporting requirements for calendar year 2025.

HANO is a public corporate body and politic established in 1936, pursuant to the laws of the State of Louisiana to provide low income housing for qualified individuals in the City of New Orleans in accordance with the rules and regulations prescribed by HUD and other Federal Agencies. HANO administers approximately 2,100 units of low income public housing and approximately 18,000 Vouchers of Section 8 Tenant and Project based housing for the residents of the City of New Orleans. HANO's mission is to "provide safe, decent, sanitary and affordable housing to low income, elderly and handicapped families and individuals."

In addition, HANO participates in various capacities, as owner, partner, and developer in a number of limited liability corporations (LLC's) and partnerships that develop mixed income housing through a variety of funding that includes capital contributions, bond financing, and low income housing tax credits. The financial condition and results of operations of these entities are material to the audit of HANO and, as a result, the selected firm will also be responsible for their audits.

The State of Louisiana requires that all Louisiana Housing Authorities produce reports in accordance with Generally Accepted Accounting Principles (GAAP) (LSA-RS. 24:514), contained in the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards. HANO reports its financial activities on a fiscal year basis ending each September 30<sup>th</sup>. Normally, its financial statements must be submitted to the State of Louisiana Legislative Auditor no later than March 31<sup>st</sup> and the audited financial statements must be completed and submitted to HUD by June 30<sup>th</sup> of each year.

## 1.2 Method of Solicitation

HANO is soliciting competitive proposals from qualified firms with a documented track record in providing the required services for large public housing authorities or similarly sized state agencies, through a formal Request for Proposals (RFP) process. The proposal shall demonstrate the Contractor's capacity and readiness to perform the Scope of Services immediately upon execution of a contract with HANO. In addition, the proposal shall include evidence of the Contractor's previous experience and qualifications relative to the provision of such services is consistent in size, composition, diverse funding sources at a comparable level to HANO.

It is anticipated that successful negotiations will lead to the execution of a firm fixed price contract, where the selected Contractor will provide HANO with the needed services at a specified price, fixed at the time of contract award. The resulting contract will be subject to the terms and conditions provided in HUD Form 5370-C, General Contract Conditions Non-Construction, and Supplemental Conditions contained in Appendix A.

## PART II -- SCOPE OF SERVICES

The Contractor shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with conducting an annual audit. The firm will also be responsible for providing all necessary tools, templates, technology and resources to perform the required services. The audit shall be performed in accordance with generally accepted auditing standards; 2011 revision of the Government Auditing Standards, issued by the U.S. Comptroller General, and in accordance with the requirements of the Single Audit Act Amendments of 1996 (OMB Circular A-133) and OMB's A-133 Compliance Supplement for Single Audits of State and Local Governments, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.500-.521, as well as, their applicable supplements and amendments.

The financial statements, including all footnote disclosures, supplemental information and draft format for Management Discussion and Analysis, are to be prepared by the auditor in accordance with Generally Accepted Accounting Principles (GAAP) and HUD's timetable for submission. This includes assistance with electronically submitting Financial Data Schedules (FDS) via the internet as required by the Real Estate Assessment Center (REAC) and follow up to any REAC comments received.

The Contractor shall also comply with the HUD Administrative Practices Handbook 7401.01, provisions of the Louisiana Governmental Audit Guide, and with the provisions of Louisiana Revised Statute 24:513, and all other related notices and publications.

Audits will be performed on the accounting records of HANO, and will report on the Financial Statements, Supplementary Schedule of Expenditures of Federal Awards, the Financial Data Schedule (FDS), and certain supplemental information.

The Contractor shall conduct a financial and compliance audit of the accounts and records of HANO and HANO component units, LLCs and partnerships that develop mixed income housing, during the initial 2 year contract period consisting of the fiscal and calendar year reporting requirements of September 30, and December 31, 2021 and 2022. There is an additional two-year renewal option for the required services for 2023 and 2024, and an additional one-year option period for fiscal and calendar year reporting requirements in calendar year 2025.

**Listing of calendar year reporting component units that will require audit and tax return services**

Lune d'Or Enterprises, LLC (501c3)

Crescent Affordable Housing Corporation (501c3)

Guste I, LLC

Guste III, LLC

Fischer I, LLC

Fischer III, LLC

In addition to the financial audit, the Contractor shall conduct audits of the following major grant programs for the Housing Authority of New Orleans:

- Low Income Public Housing
- Housing Choice Vouchers, Moderate Rehabilitation, Mainstream, and New Construction Programs
- ROSS Grants
- Capital Fund
- FEMA Funds
- CDBG Funds
- State and Local Grants

In performing the organization-wide audit of operations, the Contractor shall achieve the following objectives:

- Formulate and express opinions on financial statements
- Test and evaluate internal control procedures
- Test source data used in the calculation of the Operating Subsidy Submission in accordance with 24CFR Part 950, operating subsidy, the Public Housing Assessment Scores (PHAS), in accordance with 24CFR Part 901, and Section Eight Management Assessment Program (SEMAP) scores, in accordance with 24CFR Part 985 and,
- Ascertain compliance with laws and regulations applicable to all federal assistance programs to include 24 CFR, GAAP, GASB, OMB Circular A-133 and OMB Circular A-87.

The Contractor shall also provide services to include the compliance with GASB 34. Upon completion of the audit, a working trial balance and a comprehensive set of all audit adjustments shall be deliverables. Audit adjustments should indicate HANO account numbers and segregate adjustments that must be made to the general ledger from entries that are for reclassification / reporting purposes only.

## **REPORTING REQUIREMENTS**

### **The Real Estate Assessment Center (REAC)**

Upon completion of the audit, the selected Contractor will be required to verify and certify electronically the submission of the audited financial statements to The Real Estate Assessment

Center (REAC) via the Financial Assessment Sub-System no later than June 20<sup>th</sup> of each year. REAC requires the following as the basis for electronic submission:

- Audited annual basic financial statements prepared in conformity with GAAP
- Report by auditors on the hard copy of the FASS templates as to their "fair presentation in relation to audited annual basic financial statements" in accordance with the audit provisions of the American Institute of Certified Public Accountants (AICPA) Statement on Auditing Standards (SAS) No. 29, *Reporting on Information Accompanying the Basic Financial Statements in Auditor-Submitted Documents* to REAC; and
- Auditors are required to issue a hard copy report on the FDS prepared in accordance with SAS 29, *Reporting on Supplemental Information Accompanying the Basic Financial Statements in Auditor-Submitted Documents*.

The auditor's reports that are required to be submitted electronically include;

- Report on the basic financial statements, including the reporting on the FDS supplemental schedules (SAS 29)
- Report on compliance and internal control over financial reporting based on an audit performed in accordance with *Government Auditing Standards*
- Report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with Office of Management and Budget Circular A-133 (if a Circular A-133 audit has been performed). Auditors are required to perform a separate agreed-upon procedures engagement. In general, the auditor must compare the electronic financial data template information in the REAC staging database to the hard copy of a) the audit report and b) the financial data templates included as supplemental schedules to the entity's financial statements. This procedure should be performed under Chapter 2 of the Statement on Standards for Attestation Engagements (SSAE) No. 10.

For purposes of this requirement, "the basic financial statements" refers to the;

- Combined Balance Sheet and/or the Combined Statement of Net Position
- Combined Statement of Operations or Combined Statement of Revenues, Expenses and Changes in Position and/or Combined Statement of Changes in Net Position
- Combined Statement of Cash Flows (if applicable)
- Footnotes accompanying the financial statements
- Combining Schedule of Program Net Position by Fund/Program
- Combining Schedule of Program Revenues, Expenses and Changes in Net Position
- Schedule of Expenditures of Federal Awards
- Statement of Certification of Actual Capital Fund and ROSS Grant Cots-Completed for the Year
- Pension Plan and Other Post Employment Benefit Plan (OPEB) Required Supplemental Information in accordance with GASB 74 & 75
- Management's Discussion and Analysis Template
- Supplemental disclosure schedules and notes for Discrete Component Units

#### **The State of Louisiana Legislative Auditor**

A Single Audit reporting package is required to be submitted to the State of Louisiana Legislative Auditor in accordance with LSA-RS 24:513 no later than March 30<sup>th</sup> each contract year. The

Legislative Auditor must receive seven copies (six bound and one unbound—single sided) pdf file of the report package. The report package must include the following:

- Financial Statements (including all applicable footnotes)
- Footnotes on the Summary of Significant Accounting Policies and Federal Non-Cash Assistance
- Auditor's opinion on the financial statements and required supplementary schedules, (i.e. Schedule of Expenditure of Federal Awards, et al.)
- Report on Compliance and on Internal Control Over Financial Reporting based on an audit of financial statements performed in accordance with Government Auditing Standards (GAS) and/or Generally Accepted Auditing Standards (GAAS)
- Report on Compliance with requirements applicable to each "major program" and internal control over compliance in accordance with OMB Circular A-133
- Schedule of Expenditures of Federal Awards
- Schedule of Findings and Questioned Costs (includes "summary of auditor's results" and findings in the current and prior year audits)
- Corrective Action Plan
- A written management letter containing matters not included in the auditor's report on compliance and on internal control over financial reporting and related corrective action plan.

#### **The Single Audit Clearinghouse**

A Single Audit's reporting package is required to be submitted to the Single Audit Clearinghouse and to HANO's cognizant or oversight agency (HUD) no later than June 30<sup>th</sup> each contract year.

The report package must include the following:

- Financial Statements (including all applicable footnotes)
- Footnotes on the Summary of Significant Accounting Policies and Federal Non-Cash Assistance
- Auditor's opinion on the financial statements and required supplementary schedules, (i.e. Schedule of Expenditure of Federal Awards, Financial Data Schedule, et al.)
- Report on Compliance and on Internal Control Over Financial Reporting based on an audit of financial statements performed in accordance with Government Auditing Standards (GAS) and/or Generally Accepted Auditing Standards (GAAS)
- Report on Compliance with requirements applicable to each "major program" and internal control over compliance in accordance with OMB Circular A-133
- Schedule of Expenditures of Federal Awards
- Schedule of Findings and Questioned Costs (includes "summary of auditor's results" and findings in the current and prior year audits)
- Corrective Action Plan
- Data Collection Form
- 25 Hard copies of GAS Audited Financial Statements
- 25 Hard copies of Non-GAS Audited Financial Statements, which shall be delivered to HANO at the completion of the Audit Engagement

The primary books and records of the Agency are located at the administrative office at 4100 Touro Street, New Orleans, LA 70122. The primary accounting software system used by HANO

is the JD Edwards. In addition, the Emphasys Elite accounting system is used for the Housing Choice Voucher Program (HCVP) and the Low Income Public Housing (LIPH). The software for all systems has been customized for HANO's specific needs.

The active tenant records for the Low Income Public Housing Program are located at the various developments and scattered sites. Records for participants in the Housing Choice Voucher Program and other voucher programs are located at HANO's administrative office at 4100 Touro Street.

In addition to audit services, the Contractor shall also be responsible for follow-up on prior years' audit findings and perform procedures to assess the reasonableness of the corrective actions taken to assess progress for successful close out. The Contractor shall provide detailed recommendations for improvement(s) of existing processes / procedures and present the results of the audit.

### **ACCESS TO WORKING PAPERS**

All working papers and reports must be retained, at the auditor's expense for a minimum of five years following completion of the audit, unless the firm is notified in writing by HANO of the need to extend the retention period. The auditor will be required to make working papers available upon request of HANO. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### **ADDITIONAL AUDIT SERVICES**

Auditor shall provide advice and periodic consultations to inform HANO of pertinent changes in accounting rules and regulations resulting from new pronouncements from the Government Accounting Standards Board and the Financial Accounting Standards Board.

HANO may request other audit services during the term of the contract to be awarded under this solicitation including cost certification for Low Income Housing Tax credit development projects, partnership audits for Low Income Housing Tax Credit projects, preparation of federal partnership tax returns; and other related services. Fees for these additional services for new requests will be negotiated on a task order basis.

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

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

Proposals must be organized and indexed using the subheadings as follows:

#### **3.1 Submission of Proposals and Table of Contents**

##### **1. Submission of Proposals**

Deliver four (4) complete sets (one original clearly marked or stamped "original", and three (3) copies) of the required submittals, in a sealed



envelope or box clearly marked with the words "RFP Documents", to the Department of Procurement and Contracts at the following address:

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

## 2. Table of Contents

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

### 3.2 Staffing and Qualifications

Contractors shall provide a narrative describing their experience and qualifications as well as to perform the required services. Include an organizational chart that illustrates Contractor's overall staffing approach for completing the required work. Include in the chart all key personnel, specialists and consultants who will be assigned work under this contract.

Provide resumes of all key personnel, specialists, and consultants who will perform the work required by the contract resulting from this RFP. Identify their specific role in the provision of services required. Resumes should include the particular relevant experience of the individual as it relates to their proposed role in the project, in addition to the education, career and achievement data typically included in a resume. Include evidence of CPA certifications/licenses and other related professional designations of assigned personnel. Contractors are required to be registered with the State of Louisiana Legislative Auditor and on the list of approved Certified Public Accountants.

Identify all individuals who will be devoted to the project on a full time basis or part time basis (up to 50% of time allocated to project). Include those who will be full time only for specific components of the project, as well as those filling a continuing position throughout the project. Provide detailed resumes for each, highlighting the particular experience that qualifies them for the position they will fill.

### 3.3 Knowledge and Relevant Experience

Submit detailed information on Contractor's knowledge and relevant experience in conducting annual/financial audits for large public housing authorities (PHAs). Include the number of PHAs audited, the PIH/REAC rejection rate of the audits, and the total time spent on fieldwork on each PHA audit. Provide information on any Quality Assurance Review (QAR) conducted by the PIH/REAC QASS division and provide a copy of that review. The Contractor must not have received an unfavorable peer review or unfavorable QAR review from the PIH/REAC QASS division or have an outstanding review which involves issues of non-compliance that have not been resolved satisfactorily. Highlight any experience with the electronic submission of Financial Data Schedules required for the REAC and any experience with the full implementation of GASB 34.

Submit detailed information regarding your firm's past performance on projects that are most relevant to or best represent the skills and experience intended to bring to this engagement. Also demonstrate your familiarity with all the federal, state, and local laws, regulations and codes applicable to the provision of services.

Identify similar or related work performed for public housing authorities that have been completed to date, or are currently active. Include projects completed or currently underway by the responding entity and/or each major participant in the proposal.

For each project identified provide:

- Project description
- The client/public housing authority
- The name, address and contact information for the contract representative
- The dollar value of the contract
- The contract duration including start and completion date, or projected completion date if still active

### 3.4 Approach and Response to Scope of Services

Provide a detailed narrative that demonstrates the approach intended for use by the Contractor to perform the audit services as outlined in the RFP. The approach shall identify and categorize major tasks to be performed and should include all anticipated work products, which will be presented to HANO upon completion of this engagement. The approach outlined should address how services will be immediately provided upon execution of a contract and should state the earliest possible start date of the initial audit from execution of a contract. Specifically, the response should address how the Contractor intends to meet the initial audit HUD deadline of June 30, 2022 and the Louisiana State Legislative Auditor deadline of March 31, 2022.

Detail the methodology and approach to be employed to ensure successful completion of all elements of the audit. Demonstrate how the approach will meet the requirements outlined in the RFP and provide evidence of all applicable state and local regulations and codes. Include proposed processes for ensuring effective coordination, as well as procedures for reporting and disseminating information. Also, briefly describe possible constraints that may arise during the performance of the audit and outline proposed solutions.

### 3.5 Cost Proposal

**The cost proposal must be submitted in a separate sealed envelope.**

Include a complete cost breakdown consistent with the Scope of Services to include an estimated cost and fixed fee (profit) for the initial one year contract period and a separate fee proposal to include an estimated cost and fixed fee (profit) for the second year contract period. Each additional option year period may be negotiated prior to contract award. The estimated cost and fixed fee for each period shall be broken down in the format prescribed in **Appendix B**.

### 3.6 Section 3/DBE/WBE Business Preference (Optional)

HANO will grant additional points to firms providing documentation evidencing their status as Section 3 Certified, Disadvantaged Business, or Woman-owned Business Enterprise. Contractors seeking DBE/WBE preference shall submit the following documents as proof of certification:

- o Articles of Incorporation
- o Copy of Driver's License (Front and Back)
- o Completed HANO Application
- o Updated Renewal Letter from DOTD, City of New Orleans, or State of Louisiana

The Certification for Businesses Seeking Section 3/DBE/WBE Preference Form, contained in Appendix B, must be included in the proposal if the contractor is seeking Section 3/DBE/WBE Preference.

## 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 below. The results of the evaluation will be used to determine those Offerors to be included in the competitive range. Proposals will be considered acceptable if they have a minimum score of 85 points or above.

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, 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

##### Technical Evaluation Criteria:

Submission of Proposals and Table of Contents	5 Points
Staffing and Qualifications	30 Points
Knowledge and Relevant Experience	30 Points
Approach and Response to Scope of Services	20 Points
Proposal Cost	15 Points

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<b>Total Possible Points</b>	<b>100 Points</b>
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##### ADDITIONAL POINTS:

DBE and WBE Participation	10 Points
Section 3 Participation	5 Points

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<b>Total Possible Points</b>	<b>115 Points</b>
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## APPENDIX A

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 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-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.100) 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 I - Clauses for All Non-Construction Contracts greater than \$150,000**

### 1. Definitions

The following definitions are applicable to this contract:

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

### 2. Changes

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

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

### 3. Termination for Convenience and Default

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

### 4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

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

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

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

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

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

## 16. Equal Employment Opportunity

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

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### 18. Dissemination or Disclosure of Information

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

#### 19. Contractor's Status

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

#### 20. Other Contractors

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

#### 21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### 22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
ANNUAL AUDIT SERVICES - 2017  
RFP #17-905-19

SUPPLEMENTAL CONDITIONS

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

**CONTRACT TYPE/AMOUNT**

The contract resulting from this RFP will be a fixed price contract. Audit services shall be paid at fixed hourly rates, in accordance with the Contractor's Cost Proposal, pending HUD Funding.

**CONTRACT TERM/OPTION PERIODS**

The contract period shall be for 2 years for fiscal and calendar years September 30, and December 31, 2021 and 2022, with a two-year option for fiscal years 2023 and 2024, and an additional one-year option for fiscal year 2025. Contract extension options will not be automatic and may require approval by HANO and/or the U.S. Department of HUD, and are subject to HUD funding.

**OVERTIME HOURS**

HANO will not pay special rates for overtime hours or holiday hours worked.

**INVOICING/PAYMENTS**

Invoices shall be submitted to the Department of Finance. The invoice shall provide an invoice number, service date, purchase 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.

Contractors shall submit invoices to the Finance Department on or before the days listed below. Invoices are due on the 1<sup>st</sup> or 15<sup>th</sup> of the month. Invoice payments are as follows:

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

## REQUEST FOR TAXPAYER NUMBER AND CERTIFICATION (W-9)

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

## INSURANCE

The following insurance shall be furnished by the successful Contractor:

Furnish 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. 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.

- 1) STATUTORY WORKERS' COMPENSATION EMPLOYERS' LIABILITY (not less than \$100,000.00) and coverage under the United States Longshoremen's and Harbor Workers' Compensation Act, and Broad Form All States coverage.
- 2) COMMERCIAL GENERAL LIABILITY. To be provided on an "occurrence" basis, with coverage to include explosion, collapse and underground hazards (XCU). Blanket Contractual, Products, Independent Contractors, Completed Operations, Personal injury and Employees as additional insured.

### BODILY INJURY LIMITS

\$1,000,000.00 each occurrence  
\$1,000,000.00 aggregate\*

### PROPERTY DAMAGE LIMITS

\$1,000,000.00 each occurrence  
\$1,000,000.00 aggregate\*

### PERSONAL INJURY LIMITS

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate\*

(\* Aggregate shall apply to this project only aggregate not to include other projects and must be identified as such on the Certificate on Insurance.

- 3) AUTOMOBILE LIABILITY, including owned, non-owned, and hired automobiles. Automobiles of subcontractors and material suppliers must meet the same insurance requirements.

### BODILY INJURY LIMITS

\$500,000.00 each person  
\$500,000.00 each person

### PROPERTY DAMAGE LIMITS

\$250,000.00 each occurrence

- 4) PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE, not less than \$1,000,000.00) per occurrence/aggregate. Coverage shall be maintained for a minimum of two years following termination or completion of the Contract.

- 5) UMBRELLA LIABILITY COVERAGE, to provide insurance in excess of Employers' Liability, Commercial General Liability, and Automobile Liability policies required hereunder.

\$2,000,000.00 each occurrence and \$2,000,000.00 general policy aggregate.

- 6) The Contractor shall be responsible for and maintaining additional property insurance coverage at his option and expense, to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the cost of the work.
- 7) All policies are to be written by insurance companies licensed to do business in the state in which the work is performed and be acceptable to the Housing Authority of New Orleans.
- 8) All Certificates are to contain substantially the following statement: "The insurance covered by this Certificate shall not be canceled, nor materially altered, except after sixty (60) days prior written notice to the Housing Authority of New Orleans, Attn: Procurement and Contracts Department".
- 9) Commercial General Liability insurance under a "claims-made" policy is not acceptable. Coverage must be provided on and "occurrence" basis.
- 10) 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.

#### **INDEMNIFICATION**

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

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

#### **ASSIGNMENT**

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

#### **PERSONNEL**

In submitting their proposals, respondents are representing that the personnel described in their proposals shall be available to perform the services described for the duration of the contract

period, barring illness, accident or other unforeseeable events of a similar nature in which cases the respondents 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 respondents under its sole direction, and not employees or agents of HANO.

## **CERTIFICATIONS**

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

## **CERTIFICATION OF LEGAL ENTITY**

Prior to execution of the Master Development 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.

## **RULES, REGULATIONS, AND LICENSING REQUIREMENTS**

The successful respondent(s) 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. 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.

## **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 respondents and HANO assumes no liability for any errors or omissions.



### **COMPLIANCE REPORTING**

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

### **RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS**

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

### **ETHICS POLICY**

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

### **THIRD PARTY CLAIMS ON SOFTWARE**

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

### **RULES, REGULATIONS, AND LICENSING REQUIREMENTS**

The successful respondent(s) 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. 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**

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

### **CONTRACTOR STATUS**

The successful Contractor is independent consultants, 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.

(THIS SECTION LEFT BLANK INTENTIONALLY)

## APPENDIX B

HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
INDEPENDENT AUDIT SERVICES  
RFP #21-905-36

CONTRACTOR'S SUMMARY

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

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

\_\_\_\_\_  
(Offeror's Name)

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

\_\_\_\_\_  
(Printed or Typed Name)

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

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

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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: 2677-0180 (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 85.35, 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 form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

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

HOUSING AUTHORITY OF NEW ORLEANS  
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NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

State of \_\_\_\_\_

City/County of \_\_\_\_\_

\_\_\_\_\_ Being duly sworn, deposes and says:  
(Name)

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

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

Signature of

\_\_\_\_\_  
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 \_\_\_\_\_, 2021

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

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

HOUSING AUTHORITY OF NEW ORLEANS  
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CERTIFICATION OF CONTRACTOR NON-EXCLUSION

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

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

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

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

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

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

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

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

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

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

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



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ACKNOWLEDGEMENT OF ADDENDA

Contractor 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)

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EMPLOYEE VERIFICATION AFFIDAVIT

(Employer)

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

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

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

Signature of

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(Printed Name/Title of Authorized Signatory)

Sworn to and Subscribed before me:

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

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

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

**HOUSING AUTHORITY OF NEW ORLEANS  
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**COST PROPOSAL**

(Submit a separate form for each optional contract period. Each additional option year period shall be negotiated prior to contract award.)

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

**A. Labor Costs**

Position	Hourly Rate	Estimated # of Hours	Total
Project Executive	_____	_____	_____
Project Manager	_____	_____	_____
Sr. Acct.	_____	_____	_____
Secretary/Clerk	_____	_____	_____
<b>TOTAL ESTIMATED LABOR</b>			_____

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](http://www.gsa.gov).

**B. Direct Job Costs**

GSA Expenses	_____
Misc. Expenses	_____
<b>TOTAL LUMP SUM DIRECT JOB COSTS</b>	_____

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

**A. Overhead and Profit**

Overhead (_____% of Labor)	_____
Profit (_____% of Labor)	_____

NOTE: Overhead and Profit are to be submitted as a percentage of Labor Costs only.

**TOTAL ESTIMATED PROJECT COST** \$ \_\_\_\_\_

\_\_\_\_\_  
Offeror's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm/Company Name

**HOUSING AUTHORITY OF NEW ORLEANS  
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**CERTIFICATION FOR BUSINESSES SEEKING SECTION 3/DBE/WBE  
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

HANO will grant additional points to Section 3/DBE/WBE Certified firms requesting such preference and, to firms submitting the "Certification for Business Seeking Section 3 Preference in Contracting and Demonstration of Capability" Form in Appendix B of this RFP.

Firms seeking preference shall provide documentation evidencing their status as Section 3 Certified, Disadvantaged Business, or Woman-owned Business Enterprise.

By signing below, I certify that the company listed below is a certified  Section 3 Business  DBE  WBE and is seeking Section 3/DBE/WBE preference.

The following documents are submitted as evidence of DBE/WBE certification:

- Articles of Incorporation                       Copy of Driver's License (Front and Back)  
 Completed HANO Application               Updated Renewal Letter from DOTD, City of N.O. or State of Louisiana

Type of Business:  Corporation  Partnership  Sole Proprietorship  Joint Venture

Attached is the following documentation as evidence of Section 3 status:

For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease     Copy of receipt of public assistance  
 Copy of evidence of participation                                       Other evidence  
    in a public assistance program

For business entity as applicable:

- Copy of Articles of Incorporation                                       Certificate of Good Standing  
 Assumed Business Name Certificate                                       Partnership Agreement  
 List of owners/stockholders and                                       Corporation Annual Report  
    % ownership of each     Latest Board minutes appointing officers  
 Organization chart with names and titles                                       Additional documentation  
    and brief function statement

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 25 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees                                       List of employees claiming Section 3 status  
 PHA/IHA Residential lease less than 3                                       Other evidence of Section 3 status less than 3  
    years from day of employment    years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement  
 Statement of ability to comply with public policy  
 List of owned equipment  
 List of all contracts for the past two years

\_\_\_\_\_  
Authorizing Name and Signature

\_\_\_\_\_  
Date

(Corporate Seal)

Attested by: \_\_\_\_\_