

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS
CRIMINAL BACKGROUND CHECKS FOR HCVP AND
ASSET MANAGEMENT DEPARTMENT
REQUEST FOR QUOTES #15-913-09**

4100 TOURO STREET
NEW ORLEANS, LA 70122
CONTACT: Alan Lindenlaub

PHONE: (504) 670-3357
FAX: (504) 286-8224
EMAIL: ablindenlaub@hano.org

DATE: Friday, January 30, 2015

COMPANY: _____

ADDRESS: _____

CONTACT: _____

PHONE # _____ FAX # _____ EMAIL: _____

QUOTE DUE BY: Monday, February 9, 2015 @ 2:00 P.M.

SCOPE OF SERVICES: See Attached

Special Instructions and Required Submittal Documents:

1. All required submittal documents shall be delivered or faxed to Audrey Plessy, Procurement Manager at (504) 286-8224, no later than **2:00 p.m., CST on Monday, February 9, 2015.**
2. Provide a brochure of your firm or a narrative of your firm's profile and other relevant information indicating the ability of your firm to perform the required services and comply with the terms herein.
3. Provide proof of sufficient insurance for provision of the scope of services.
4. See attached Form HUD-5370-C, General Conditions, Non-Construction Contracts, Section I, and Supplemental Conditions
5. Respondents must submit the following documents:
 - HUD Form – 5369C Certifications and Representations to Offerors – Non Construction
 - Contractors Summary
 - Non Collusive Affidavit
 - Certification of Contractor Non-Exclusion
 - Quote Form
6. **All questions should be submitted via e-mail, no later than C.O.B. Thursday, February 5, 2015, to Alan Lindenlaub at ablindenlaub@hano.org.**

PROPOSED FEES VALD UNTIL _____

PROPOSAL SUBMITTED AND AUTHORIZED BY _____

ON _____ 20 _____

HANO reserves the right to execute a Contract/Purchase Order with the responsible individual(s), firms(s), or organization(s) who provide the greatest benefit to this agency, not necessarily the lowest price.

THIS IS NOT AN ORDER REQUEST

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SCOPE OF SERVICES

The Housing Authority of New Orleans (HANO) is seeking the services of a firm that can provide select HANO employee's access to criminal history information of adult applicants of HANO's Housing Choice Voucher (HCV) and Public Housing programs. The criminal history information provided must be in compliance with Federal and local policies as follows:

- HANO has established standards that prohibit admission or continued occupancy of an applicant or household member in the HCV program if the applicant or member has engaged in certain criminal activity including: current use or pattern of use of illegal drugs, or alcohol which may threaten the health, safety and/or right to peaceful enjoyment of the premises by other residents.
- HANO may deny admission or initiate termination of occupancy in the following situations:
 - if any member of a household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity.
 - if any member of a household, in HANO's determination, is currently engaged in the use of illegal drugs.
 - if any member of a household, that HANO has reasonable cause to believe is currently using or has a pattern of use or abuse of illegal drugs or alcohol which may threaten the health, safety, and/or right to peaceful enjoyment of the premises by other residents.

In determining reasonable cause, HANO will consider all credible evidence, including but not limited to records of convictions, arrests, or evictions related to the above, as well as:

- whether any household member was ever convicted of drug-related criminal activity involving the production or manufacture of methamphetamine on the premises of federally assisted housing;
- whether any household member is subject to a lifetime registration requirement under the State Sex Offender and Child Predator Registry Program;
- whether any household member has, within the past three years, involving crimes of violence to persons or property including, but not limited to homicide, vandalism, burglary, theft, drug trafficking, manufacture, use or possession of illegal drugs, threats of harassment, assault, domestic violence, weapons offenses, criminal sexual assault, and home invasion;
- whether any household member has a criminal history involving arson

DESCRIPTION OF SERVICE

The selected Contractor shall provide HANO with on-line access to criminal background and credit history reports with a turn-around time no longer than 48 hours. There are approximately 5,000 criminal background checks required each year, which includes HANO's waiting list applicants, adult family members, live-in aides and recertification of clients.

HANO must be able to conduct criminal history checks for Orleans Parish, the State of Louisiana and nationwide, where applicable.

- The selected Contractor shall provide initial on-site training to HANO staff on system operation and interpretation of the results of the criminal history and credit checks. Training for new staff may be accomplished via video or web based training.
- The selected Contractor shall provide on-going service (i.e., upgrades to the system) and telephone/e-mail support related to use of the system, and/or interpretation of the results of the criminal history/credit check. Telephone and e-mail responses must be provided within one business day of the request.

SUBMISSION REQUIREMENTS

Respondents shall provide a detailed narrative of services offered by its organization. Sample reports or screen shots may be provided. Respondents shall also provide three references including public housing authority references, if applicable.

For each project identified provide:

- Client name, address, telephone number, and email address
- Detailed description of scope of services rendered

HANO intends to enter into an initial one year contract, with two (2) one year options. Respondent must provide a cost per check for each type of inquiry listed below, for the initial contract period and each option year:

- Nationwide criminal history check
- Louisiana only criminal history check
- Orleans Parish only criminal history check
- Provide a description of training the Respondent will provide to HANO staff as indicated in the Description of Service section of the RFQ.
- Provide a description of on-going service/support as indicated in the Description of Service section of the RFQ.

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QUOTE FORM

Please provide a fee for each type of search listed

DESCRIPTION OF SERVICE	ESTIMATED # OF CHECKS	UNIT PRICE YEAR 1	UNIT PRICE YEAR 2	UNIT PRICE YEAR 3
National Criminal-Multi-State Search Including Sex Offender Registry Check	5,000	\$	\$	\$
State Criminal Search (Louisiana)	5,000	\$	\$	\$
Parish Criminal Search (Orleans)	5,000	\$	\$	\$
Setup Fee (if applicable)	5,000	\$	\$	\$
Training Fee (if applicable)	5,000	\$	\$	\$

*Estimated quantities are provided for bidding purposes only for a one (1) year period. Quantities are subject to change.

 Company Name

By: _____
 Signature

 Name (Print or Type)

Title: _____

Date: _____

Address: _____

 Telephone No.: _____

Email Address: _____

Taxpayer I.D. No.: _____

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SUPPLEMENTAL CONDITIONS

Contract Type/Amount

It is anticipated that the contract resulting from this solicitation will be a requirements type contract where the selected contractor shall provide the required services at fixed prices throughout the term of the contract in an amount not to exceed \$14,000.00 per year. Award of a contract does not guarantee a minimum assignment of work. HANO reserves the right to assign work under this contract, in accordance with its needs.

Contract Period

This contract shall be for an initial period of one (1) year with an option to extend for two (2) additional years. The option shall only be exercised if the contractor has satisfactorily performed under the contract. Contract extensions will not be automatic and must be approved by HANO.

Invoicing

Invoices shall be submitted monthly 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.

Payments

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

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

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 5.3.4, HUD Handbook 7460.8 REV 2, 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 to HANO in confidence in response to this RFP, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

Indemnification

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

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

Rights, Use, and Ownership of Materials

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 and reports generated that contain descriptive and/or identifying information regarding clients of HANO. 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 in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

Ethics Policy

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

Third Party Claims on Software

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

Rules, Regulations, and Licensing Requirements

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

Contractual Obligations

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

Certification of Legal Entity

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

Certifications

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

Respondent Status

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

Assignment

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

Advertising

In submitting a proposal, the successful respondent agrees not to use the results from it as a part of any commercial advertising. HANO does not permit law firms to advertise or promote the

fact of their relationship with HANO in the course of marketing efforts, unless HANO specifically agrees otherwise.

Media Relations

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

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CONTRACTOR'S SUMMARY SHEET

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

Under penalties of perjury, as prescribed in 18 U.S.C. 01, the undersigned certifies that the statements set forth in this bid are true and correct.

(Offeror's Name)

(Louisiana Contractor's License Number, if applicable)

By: _____
(Printed or Typed Name)

Title: _____

Date: _____

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

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Email address: _____

Taxpayer I.D. No.: _____

Date Contractor Signed: _____

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NON-COLLUSIVE AFFIDAVIT

(Prime Offeror)

State of _____

City/County of _____

_____ Being duly sworn deposes and says:
(Name)

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

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

Signature of

Bidder, if the Offeror is an individual

Partner, if the Offeror is a partnership

Officer, if the Offeror is a corporation

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

Notary Public

My Commission Expires _____, 20_____.

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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, Chapter 10 – Public Contracts.

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

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

(Print)

(Date)

(Signature)