HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
EXECUTIVE SEARCH SERVICES
RFP NUMBER: #19-901-05
SUBMISSION DATE: WEDNESDAY, MARCH 6, 2019
2:00 P.M. CST
Prepared By:
Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street
New Orleans, LA 70122

Issue Date: Tuesday, February 19, 2019

Gregg Fortner
Executive Director
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INDEX OF SUBMITTAL DOCUMENTS

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

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

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NOTE: ALL REQUIRED SUBMITTAL DOCUMENTS MUST BE SUBMITTED WITH THE PROPOSAL PACKAGE.
Instructions to Offerors
Non-Construction

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 or 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 consid-
       ered.

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 solicita-
       tion 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 consid-
       ered 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 solicita-
   tion, 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 of 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 bulk’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 telexgram) 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 officer, 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
FOR
EXECUTIVE SEARCH FIRM
RFP #19-001-05

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 Department of Procurement and Contracts at the following address:

Housing Authority of New Orleans,
Department of Procurement and Contracts
Attn: Audrey Plessy, 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 respondent. Requests for interpretation must be made, in writing, at least 3 days before the submission due date and time to:

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

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

3. Addendum and Update Procedures for the RFP

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

4. Proposal Format

All proposals shall be submitted in 8 1/2 x 11 inch format and bound. All pages shall be numbered. Larger size pages or inserts may be used provided they fold to 8 1/2 x11-inches. All copies of the submittal must be identical in content and organization. Consideration should be given to the form and format of the submittal, as documents are duplicated and distributed internally for review and evaluation by the Evaluation Committee. Proposals shall be organized and include all requirements outlined in Part III - Submission Requirements. The front cover shall bear the RFP
name and number, submission date, respondent's name, address, email address and phone number.

5. Submittal Forms

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

6. Acceptance of Proposals

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

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

7. Time for Reviewing Proposals

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

8. Withdrawal of Proposals

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

9. Award of Contracts

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

10. **Protest of Award**

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

11. **Certification of Legal Entity**

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

12. **Louisiana Secretary of State**

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

13. **Costs Borne by Respondent**

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

14. **Best Available Data**

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

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

Respondents 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. **Respondent Responsibilities**

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

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PART I – INTRODUCTION/BACKGROUND

1.1 Introduction

The Housing Authority of New Orleans (HANO) is soliciting proposals from qualified and experienced firms to provide Executive Search Services in accordance with its small purchase procedures, whereby competition is received through an informal solicitation process.

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 Wednesday, March 6, 2019.

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  
Audrey Plessy, 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 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 HANO's website at www.hano.org.

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

The Housing Authority of New Orleans reserves the right to reject any or all proposals for just cause and to waive any informalities in the submission process, if it is in the best interest of the housing authority to do so.

1.2 Background

The Housing Authority of New Orleans (HANO) is requesting the submission of proposals from a qualified and experienced firms and/or individuals, to provide Executive Search Services for the position of Executive Director.
The Housing Authority of New Orleans is the largest Public Housing Authority in the State of Louisiana. It is the mission of HANO to provide affordable housing opportunities for low-income residents of the city of New Orleans, while laying the foundation for economic sustainability. HANO and has an existing team of approximately 189 experienced staff members to maintain, and facilitate redevelopment of various properties.

Currently, HANO serves approximately 20,000 low-income families in Orleans Parish. Approximately 18,722 of those family households are served through the Housing Choice Voucher (HCV) Program (formerly known as Section 8 Rental-Assistance Program). Additionally, HANO’s homeownership program has assisted 449 families to become first time homebuyers.

PART II – SCOPE OF SERVICES

HANO is recruiting for the position of Executive Director in anticipation of the expiration date of the employment contract held by its current Executive Director. HANO shall conduct the hiring process of an Executive Director in such a manner that the person qualified for the position must demonstrate their proven track record of leadership, management skills, knowledge of federal, state and local requirements in the Public Sector, and previous performance experience in the following areas: Asset Management - (public housing), Modernization/Development - (capital improvements, tax credits/LIHTC, property development), and the Department of Housing and Urban Development (HUD) Housing Choice Voucher (HCV) Program.

The selected firm shall provide sufficient personnel, skills, and expertise to conduct executive search services, which shall include but may not be limited to the following:

- Solicit input from HANO’s Board of Commissioners (BOC) and/or a sub-committee thereof, via meetings and/or interviews to understand the role, responsibilities, qualifications and required experience necessary to recruit for the position of Executive Director at a Public Housing Authority.
- Prepare a comprehensive job description that describes the duties and responsibilities of the Executive Director position in a public housing authority in an effort to attract exceptionally qualified candidates. The job description should accurately describe the position, and shall be reviewed and approved by the BOC and/or a sub-committee prior to distribution (refer to Sample Job Description).
- Perform job candidate searches using a number of different sources, such as: national publication advertisement (official journals of publication – nationwide).
- Contact potential candidates currently in the industry who may or may not be actively seeking a new position.
- Access the network of qualified “Executive Director Level Candidates”, as well as other best practice strategies utilized in the industry to recruit specialized candidates.
- Evaluate the resumes of interested candidates to determine if they are qualified based on the sample Job Description (see below), and recommend to the BOC and/or sub-committee only those candidates who are qualified for an initial interview.
- Provide support to the BOC and/or a sub-committee by conducting a thorough interview with potential candidates in determining their qualifications.
• Perform reference checks during the selection of qualified candidates, and in the process of hiring the optimal candidate.

2.2  (SAMPLE JOB DESCRIPTION - EXECUTIVE DIRECTOR)

Duties and responsibilities will include, but are not limited to the following primary tasks:

• Responsible for supervising and overseeing all operations and programs, current and future, of the housing authority, a public entity, and duties HANO’s Board of Commissioners may prescribe.

• Ensures that HANO files all necessary reports and other documents required by Federal laws and regulations, all other HUD documents and/or reports, any other documents governing public housing authorities and HCV and public housing programs.

• Administers HANO’s fiscal and business operations in compliance with the Louisiana Housing Authorities Law, and all other applicable laws of the State of Louisiana, and all applicable Federal laws, to include, but not limited to, the U.S. Housing Act of 1937, as amended.

• Ensures that the appropriate staffing needs are met for the agency, employing that HANO staff and employees consist of professional, technical, administrative, and clerical personnel necessary to carry out the purposes and objectives of the housing authority.

• Responsible for supervising all HANO personnel, and all personnel operations and processes required by applicable State and Federal laws. Supervision includes authority for hiring, disciplinary actions, training, terminations and other personnel matters. Ensures that all HANO staff completes performance evaluations annually as provided by HANO policy.

• Ensures the appropriate procurement of required equipment, supplies, materials, services, privileges, works, and labor required to operate a public housing authority are consistent with HANO’s Procurement Policy, and are in accordance with the requirements set forth in federal, state and local requirements, as outlined in the HUD Procurement Handbook and the Code of Federal Regulations (CFR) for the purchase of materials and or contracts for services.

• Responsible for the collection and distribution of all funds received by HANO, subject to the oversight of HANO’s Board of Commissioners. Prepares and provides a written monthly financial report on all funds expended during each month to the Board of Commissioners.

• Responsible for maintaining regular books of accounts reflecting all recipients and expenditures of HANO funds (Capital, Operating, Grants etc.), and preparing and timely submitting all audits of HANO’s, and affiliates and or subsidiaries of HANO, financial conditions as required by State or Federal laws or regulations.

• Responsible for the supervision and oversight of the process for the selection and annual review of families participating in HANO’s HCV and or public housing program, consistent
with applicable Federal program requirements, and the policies and processes set forth in
HANO's Administrative Plan, Admissions and Continued Occupancy Program.

• Responsible for the selection of consultants, to include, the retention of any financial and
  or legal professionals, said written recommendations to be consistent with and in
  accordance with any applicable Federal and or State requirements and or procurement
  policies.

• Responsible for preparing HANO's annual budgets, and or budget revisions, for review by
  the Board of Commissioners.

• Responsible for revising, and or for supervising revisions of the Annual Plan,
  Administrative Plan, and Admissions and Continued Occupancy Policy in draft form for
  review, discussion and approval by HANO's Board of Commissioners'. Responsible for
  ensuring that HANO's Administrative Plan, Admissions and Continued Occupancy Policy
  are consistent with applicable HUD regulations, and is revised when required by changes
  in Federal policy governing the HCV and public housing programs.

• Responsible for working proactively with community stakeholders to recommend
  implementation of new programs to promote self-sufficiency and attract quality participants
  to the program; and work to explore new rental markets in neighborhoods throughout
  Orleans Parish.

• Responsible for maintaining an inventory system of HANO's equipment, furnishings and
  supplies.

PART III – SUBMISSION REQUIREMENTS

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

The proposal must be bound and each section labeled. Proposals must be organized and indexed
using the subheadings as follows:

3.1 Executive Summary

Provide a short written summary that describes your organization and qualifications to provide
the required services. Identify the primary contact, including phone number, and email address
and the number of years the organization has been in business.

3.2 Staffing and Qualifications

Provide in written format, information regarding staff experience and qualifications to demonstrate
your ability to perform the required services. Describe the history of the organization, specifically
detailing current previous experience in the provision of Executive Search Services, as identified
in the RFP.
Include an organizational chart that illustrates respondent'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, highlighting the particular experience that qualifies them for the position they will fill.

3.3 References

Submit detailed information on three (3) projects that demonstrate the Respondent's experience in providing Executive Search Services of the type identified in the Scope of Services.

For each project identified provide:

- Client name
- Description of scope of work
- A reference contact name, address, phone number, and email address

3.4 Approach and Understanding of Scope of Services

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

3.5 Fee Proposal

(Fee proposal(s) must be submitted in a separate sealed envelope)

Include a complete cost breakdown consistent with the Scope of Services for the duration of the contract period as prescribed in Appendix B.

3.6 Required Certifications

Execute and/or notarize where required, and submit with proposal package the following forms, which are contained in (Appendix B):

- Contractor's Summary
- HUD Form 5369-C Representations, Certifications and Other Statements of Offerors
- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- Acknowledgement of Addenda
- Fee Proposal Form

PART IV – PROCUREMENT PROCESS

4.1 Proposal Evaluation/Contract Award

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

The competitive range shall include those Offerors who are determined through the evaluation process and due diligence review (verification of Contractor responsibility) to be the most qualified. These Offerors may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by HANO will result in exclusion from the competitive range.

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

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

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

4.2 Evaluation Criteria

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
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<tbody>
<tr>
<td>Executive Summary</td>
<td>10</td>
</tr>
<tr>
<td>Staffing and Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>References</td>
<td>20</td>
</tr>
<tr>
<td>Approach and Response to Scope of Services</td>
<td>40</td>
</tr>
</tbody>
</table>

Total Possible Points 100 Points
General Conditions for Non-Construction Contracts
Section I – (With or without Maintenance Work)

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

Applicability. This form HUD-6370-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 968.103) 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 assignees, 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 offset 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 of which are not
disposed of by agreement, shall be resolved under this
clause.

(b) All claims by the Contractor shall be made in writing and
submitted to the HA. A claim by the HA against the
Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event
in 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)
within 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:
(1) Award of the contract may result in an unfair
competitive advantage; or
(2) 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 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 corpora 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(f).

"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 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 or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of the 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. This 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 his 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:

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form HUD-5370-C (01/2014)
(1) Agency and legislative liaison by Own Employees.
   (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
   (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
   (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
      (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
      (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
      (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
      (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
      (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
   (e) Only those activities expressly authorized by subdivision (b)(i)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.
   (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of:
      (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. 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)(i)(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)(i)(2)(a) and (ii) of this section are permitted under this clause.
      (iii) Selling activities by independent sales representatives.
   (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
      (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
      (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
   (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
   (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
16. Equal Employment Opportunity

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 136. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 602 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.
The following supplements modify the "General Conditions for Non-Construction Contracts HUD-5370-C, Section - I:

**CONTRACT TYPE/CONTRACT AMOUNT**

It is the intent of HANO to execute a Requirements Type Contract with an Executive Search firm to provide the services as outlined in this RFP. The awarded firm will provide the services at contracted hourly rates, in an amount not to exceed $50,000 per year.

**CONTRACT TERM**

The term of contract shall be for period of one (1) year beginning upon full execution of a contract.

**REIMBURSABLE EXPENSES**

Reimbursable expenses will be paid in addition to the hourly rates paid for services, and are for actual expenses incurred by the contractor in connection with providing the services if required by this contract.

Specifically, if reimbursable expenses are required for flight, hotel, mode transportation and per diem, the rate shall not exceed the current U.S. General Services Administration (GSA) Schedule of Rates. All reimbursable expenses, if required must be approved by HANO prior to incurring the cost. Refer to [www.gsa.gov](http://www.gsa.gov) for rates.

**OVERTIME HOURS**

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

**INVOICES**

Invoices shall be submitted monthly to the Department of Finance, with a copy to the Human Resources Department. 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.

INSURANCE

Prior to commencement of the contract, the awarded contractor shall furnish a Certificate of Insurance in duplicate, with The Housing Authority of New Orleans Project Name and Number stated on the Certificates and submit prior to the beginning of operations. Coverage and amounts below are minimum requirements and do not establish limits to the Contractor's liability. The insurance carriers used by the contractor must be authorized to do business in the State of Louisiana and the insurance provided will cover all operations under the contract, whether performed by the contractor or by subcontractors. Other coverage and higher limits may be provided at the Contractor's own expense.

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

• Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Louisiana

• Commercial Liability Insurance (primary and umbrella) or equivalent with limits of not less than $1,000,000.00 per occurrence combined single limit, for bodily injury, personal injury, and property damage liability. The Housing Authority of New Orleans is to be named as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from the Services.

• Automobile Liability Insurance (Primary and Umbrella) for motor vehicles (owned, non-owned and hired) used in connection with the services to be performed, shall be covered with Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000.00 per occurrence combined single limit, for bodily injury and property damage. The Housing Authority of New Orleans is to be named as an additional insured on a primary non-contributory basis.

• Professional Liability insurance covering acts, errors, or omissions shall be maintained with limits of not less than $500,000.00 per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of services under the contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

• Blanket Crime coverage covering all persons handling funds under the contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit
card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum funds collected, received and/or on promises at any given time.

- Fidelity Bond in an amount equal to two month's anticipated rent collections and/or cash on hand.

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

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

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

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

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

**TERMINATION FOR CONVENIENCE AND DEFAULT**

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

ORGANIZATIONAL CONFLICTS OF INTEREST

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

REQUEST FOR TAXPAYER NUMBER AND CERTIFICATION (W-9)

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

INDEMNIFICATION

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

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

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

PERSONNEL

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

CERTIFICATION OF LEGAL ENTITY

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

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

PUBLIC ACCESS TO PROCUREMENT INFORMATION/CONFIDENTIALITY

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

BEST AVAILABLE DATA

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

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

RIGHTS, USE, AND OWNERSHIP OF ASSESSMENT MATERIALS

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

ETHICS POLICY

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

THIRD PARTY CLAIMS ON SOFTWARE

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

RULES, REGULATIONS, AND LICENSING REQUIREMENTS

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

CONTRACTUAL OBLIGATIONS

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

CONTRACTOR STATUS

The successful Contractor is an independent 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
HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
FOR
EXECUTIVE SEARCH FIRM
RFP #19-901-05

CONTRACTOR’S SUMMARY

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

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

________________________________________________________________________
(Bidder’s 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 ____________________________________________
before me this ______ day of ________________________________________
__________________________, 20__________

My Commission expires: ____________________________________________

Date Contractor Signed: ____________________________________________
Certifications and Representations of Offerors
Non-Construction Contract

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/contracting procedures, implemented by HUD in 24 CFR 85.50, and those requirements set forth in Executive Order 11223 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. This form is 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 this 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, or has not employed or retained any person or company to solicit or obtain this contract; and
   (2) has, or 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 payment 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, or 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, or 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, or is not a minority enterprise which, pursuant to Executive Order 11223, 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 (1) 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); and
(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 its possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:
HOUSING AUTHORITY OF NEW ORLEANS
REQUEST FOR PROPOSALS
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EXECUTIVE SEARCH FIRM
RFP #19-901-05

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. 36:2227.

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)
NON-COLLUSIVE AFFIDAVIT

(Prime Bidder/Offeror)

State of

City/County of

Being duly sworn, deposes and says:

(Name)

That he/she is

(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham: that said bidder 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 __________ 20__

Notary Public

My Commission Expires ____________________________
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Number: ___________ Date Received: ___________
Addendum Number: ___________ Date Received: ___________
Addendum Number: ___________ Date Received: ___________

__________________________________
(Respondent)

__________________________________
(Signature)

__________________________________
(Printed or Typed Name)
HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
EXECUTIVE SEARCH FIRM  
RFP #19-901-05  

FEE PROPOSAL  
The resulting contract is anticipated to be requirements type contract with fixed rates for services (refer to the Supplemental Conditions). For the purpose of evaluation, and subsequent negotiations, the fees for shall be broken down as follows:

A. Labor Costs

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
<th>Estimated # of Hours/week</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Consultant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Junior Consultant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ESTIMATED LABOR $____

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

B. Direct Job Costs

GSA Expenses $____

Misc. Expenses $____

TOTAL LUMP SUM DIRECT JOB COSTS $____

Respondent'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 PROJECT COST $____

______________________________
Company Name

______________________________  ____________________________
Offeror's Name (Signature)       Date

______________________________
Offeror's Name (Print)