

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
REQUEST FOR QUOTES #19-913-27**

**4100 TOURO STREET
NEW ORLEANS, LA 70122
PHONE: (504) 670-3249
FAX: (504) 286-8224
DATE: FRIDAY, AUGUST 2, 2019**

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE # _____ **FAX #** _____ **EMAIL:** _____

CONTRACT ADMINISTRATOR: DIANNE WILTZ-HUNLEY

QUOTE DUE BY: FRIDAY, AUGUST 16, 2019 @ 2:00 pm

The Housing Authority of New Orleans (HANO) seeks offers from licensed, experienced firms to provide Landscaping Services at the Fischer Housing Community. This project shall be awarded only to a Contractor who is a Licensed Landscape Horticulturist.

SPECIFICATIONS/SCOPE OF SERVICES: SEE ATTACHED

SPECIAL INSTRUCTIONS:

**SITE VISIT: THURSDAY, AUGUST 8, 2019 @ 10:00 A.M.
LOCATION: MANAGEMENT OFFICE, 1615 L.B. LANDRY
PROJECT MANAGER: AVA LAFFALL, 504-670-266-2503**

1. All quotes and required submittal documents shall be delivered pursuant to the Supplemental Instructions contained in this RFQ.
2. Refer to the Index of Submittal Documents for a list of required submittal documents.
3. All questions are to be submitted in writing to Dianne Wiltz-Hunley, Contract Administrator, at dwiltz@hano.org by the date and time indicated in the Supplemental Instructions contained in this RFQ.

QUOTE VALID UNTIL: _____

QUOTE SUBMITTED AND AUTHORIZED BY: _____ **ON** _____ **20** _____

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

THIS IS NOT AN ORDER REQUEST

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**HOUSING AUTHORITY OF NEW ORLEANS
 PROCUREMENT AND CONTRACTS DEPARTMENT
 LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
 REQUEST FOR QUOTES #19-913-27**

INDEX OF SUBMITTAL DOCUMENTS

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

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

DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORATE SEAL REQUIRED
CONTRACTOR INFORMATION FORM	✓	✓	
HUD FORM 5369-A REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS PUBLIC AND INDIAN HOUSING PROGRAM	✓	✓	
CONTRACTOR'S SUMMARY SHEET	✓	✓	
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	✓	✓	
NON-COLLUSIVE AFFIDAVIT	✓	✓	✓
ACKNOWLEDGEMENT OF ADDENDA	✓	✓	
COST PROPOSAL FORM	✓	✓	

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
REQUEST FOR QUOTES #19-913-27**

SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

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

Item #1: Modify Clause 1 – Preparation of Offers

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

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

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

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

Item #2: Modify Clause 2 - Submission of Offers

1. Add the following to paragraph:

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

2. Add the following paragraph to (a):

Deliver one (1) original set and two (2) copies to the Department of Procurement and Contracts at the following address:

**Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street,
New Orleans, Louisiana 70122
Audrey Plessy, Procurement Manager**

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

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

Item #3: Clause 3 – Amendments to Solicitations

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

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

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

1. Modify paragraph to read as follows Add the following paragraph

- (1) All requests/explanations shall be forwarded in writing by 2:00 p.m. on Tuesday, August 13, 2019, to:

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

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

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

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

- | | |
|---|---|
| (1) Integrity | (5) Related project experience |
| (2) Compliance with public Policy | (6) Skill |
| (3) Record of past performance | (7) Business judgment |
| (4) Financial and technical resources | (8) Reputation |
| (including construction and technical equip.) | (9) Quality of previous work on contracts |

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

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

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

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

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

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

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

[THIS SECTION LEFT BLANK INTENTIONALLY]

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
REQUEST FOR QUOTES #19-913-27**

SCOPE OF SERVICES

The Contractor shall furnish sufficient organization, equipment and supplies, qualified personnel and management staff with the necessary skill and judgment to perform bi-weekly Landscaping Services at the Fischer Housing Community, including, but not limited to the following:

1. **Mowing** – All sodded turf areas shall be cut as outlined below:
 - a. Grass will be cut one to two inches (1"-2").
 - b. Grass clippings shall be collected and removed as debris, unless otherwise approved in writing by HANO. In the event that grass clippings are removed by means other than the use of grass catchers (except when reel mowers are used), safety devices must be used on discharge mowers. Removal of grass clippings shall not be considered cleaning.
 - c. All sidewalks, parking lots, etc. will be power edged and cleared of grass clippings. Any excessive grass clippings will be raked, cleared, and disposed of properly away from the property.
 - d. Contractor shall avoid damage to any property such as downspouts, splash guards, siding, windows, etc. Contractor shall be responsible for any damages or losses.
2. **Edging** – The Contractor shall be responsible for edging all curbs, walkways, and bed lines with a power edger and steel blade (weed eater w/monofilament trim will also be acceptable), edge perimeter streets, both sides of sidewalks, and curbs. All completed edges will have a perpendicular appearance between turf and hard lines and between turf and bed lines. A clean, trenched line shall be provided between grass and mulched areas. Care should be taken not to injure trunks of trees or plant materials or to damage property fixtures such as light bollards, signage, or personal property such as resident vehicles.
3. **String Trim** – After each mowing operation, the Contractor shall use a weed eater or similar tool to string trim grass and or weeds around buildings, trees, signs, ditches, etc. that cannot be mowed with a larger machine.
4. **Weeding** – The Contractor shall be responsible for weeding gardens and removing trash as needed. As needed, the Contractor shall use herbicide to kill weeds in all parking areas, cracks in cement, and other non-turf areas.
5. **Debris Removal/Policing** – The Contractor shall perform policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, any and all other debris in conjunction with service visits. Areas to be cleaned shall include all public areas of property including property perimeter and adjacent parking lots. Blowing or raking debris, leaves, grass clippings, or other matter into the street is not permitted. All storm drains, ditches, culverts, etc. within limits of work will be kept free of litter, grass clippings, branches, etc.
6. **Leaf Removal** – Fallen leaves on lawn and planted bed areas shall be collected and removed from property no less than four (4) times per year as requested by HANO. This is

to be done from the beginning of November through February, or until leaf disbursement ceases. The Contractor will disburse leaves from focal areas and turf areas as required to prevent heavy buildup and damage to plant matter and turf by smothering.

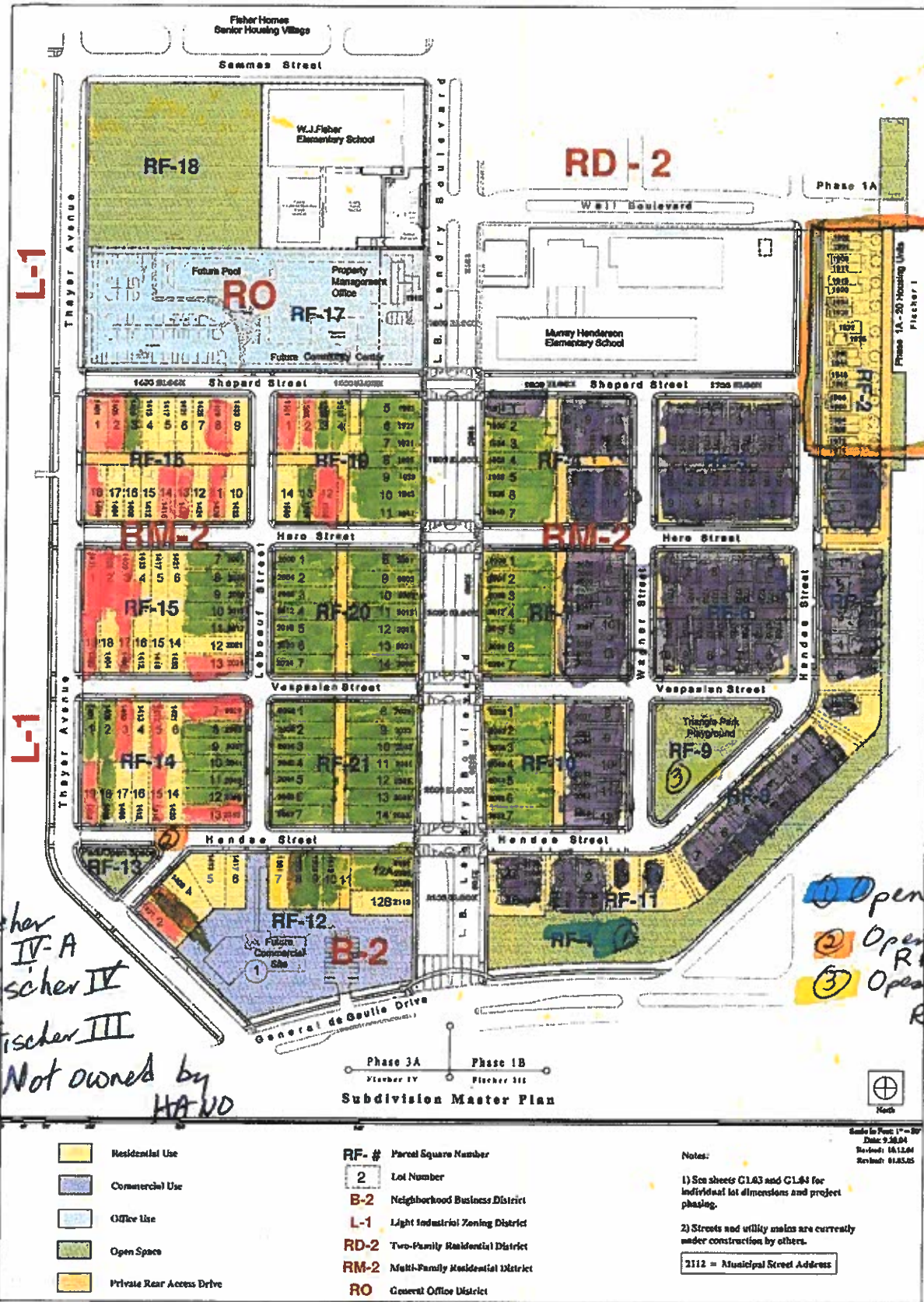
7. **Garden Beds** – The Contractor shall evaluate garden beds for adequate watering and plant health, as needed.
8. **Trees and Shrubs** – Trim and prune all trees and shrubs under 10ft at least two times per year.
9. **Miscellaneous Trimming** -
 - Trim around all buildings
 - Blow off sidewalks and curbs and pick up grass
 - Trim down grass growing through joiners in sidewalks
 - Trim down grass growing beside curbs

Upon Contract award, HANO will provide a landscape maintenance schedule to the awarded Contractor. The schedule must be strictly adhered to, weather permitting. If for any reason the Contractor is unable to perform the work in accordance with the schedule, HANO's Contract Monitor shall be notified immediately.

[THIS SECTION LEFT BLANK INTENTIONALLY]

ATTACHMENT - A

MAPS OF FISCHER HOUSING COMMUNITY



Revitalization of Fischer Housing Development

New Orleans, LA
 Housing Authority of New Orleans



Patrice Robinson/Quinn & Douglas, Inc.
 Cooper, Robinson & Partners Architecture, Urban Design
 SRV Group, LLC

Fischer IV-A
 Fischer IV
 Fischer III
 Not owned by HA/NO

Open Area 1
 RF-1
 Open Area 2
 RF-15
 Open Area 3
 RF-9

Fischer I
 20 units
 Fischer I

**HOUSING AUTHORITY OF NEW ORLEANS
 PROCUREMENT AND CONTRACTS DEPARTMENT
 LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
 REQUEST FOR QUOTES #19-913-27**

COST PROPOSAL FORM

FISCHER HOUSING COMMUNITY PROPERTIES		
The Contractor shall furnish sufficient organization, equipment and supplies, qualified personnel and management staff with the necessary skill and judgment to perform bi-weekly Landscaping Services at the Fischer Housing Community.		
LOCATIONS (REFER TO MAPS - ATTACHMENT A)	APPROXIMATE SQUARE FOOTAGE	COST PER CUT
Fischer Senior Village	72,000	\$ _____
Fischer Senior Village – Open Areas	129,555	\$ _____
Fischer IV	57,600	\$ _____
Fischer IV A	14,760	\$ _____
Fischer I	14,400	\$ _____
Fischer III	72,360	\$ _____
Fischer Management Office	11,643	\$ _____
Open Area 1	68,759	\$ _____
Open Area 2 Small Playground	7,500	\$ _____
Open Area 3 Large Playground	24,725	\$ _____
Open Area RF-12	59,000	\$ _____
Open Area RF-17	115,300	\$ _____
Open Area RF18	87,000	\$ _____
TOTAL COST PER CUT		\$ _____
TOTAL ANNUAL COST <i>(Total cost per cut multiplied by 26)</i>		\$ _____
TOTAL MONTHLY COST <i>(Total annual cost divided by 12)</i>		\$ _____

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

Company Name _____

Respondent's Name/Title (Printed) _____

By: _____
 (Signature)

Date: _____

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
REQUEST FOR QUOTES #19-913-27**

CONTRACTOR'S SUMMARY SHEET

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

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

(Offeror's Name)

(Louisiana Contractor's License Number)

By: _____
(Printed or Typed Name)

Title: _____

Date: _____

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

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Email address: _____

Taxpayer I.D. No.: _____

(Affix Corporate Seal)

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

Subscribed and sworn to

(Notary Public Seal)

before me this _____ day of

_____, 20_____

(Notary Public)

My Commission expires: _____

Date Contractor Signed: _____

G. AVAILABLE EQUIPMENT

List equipment owned and in operable condition that will be used in the performance of this Contract:

DESCRIPTION OF EQUIPMENT	QUANTITY	MAKE/MODEL

* EQUIPMENT SHALL BE INSPECTED AND APPROVED BY HANO PERSONNEL PRIOR TO EXECUTION OF A CONTRACT

(Printed Name and Title of Signatory)

By: _____
(Signature)

Date

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

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

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The 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 the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
REQUEST FOR QUOTES #19-913-27**

CERTIFICATION OF CONTRACTOR NON-EXCLUSION

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

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

- (e) Public bribery
- (f) Corrupt Influencing
- (g) Extortion
- (h) 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:

- (j) Theft
- (k) Identity theft
- (l) Theft of a business record
- (m) False accounting
- (n) Issuing worthless checks
- (o) Bank fraud
- (p) Forgery
- (q) Contractors; misapplication of payments
- (r) Malfeasance in office

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

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

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

(Print)

(Date)

(Signature)

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
REQUEST FOR QUOTES #19-913-27**

NON-COLLUSIVE AFFIDAVIT

(Prime Offeror)

State of _____

City/Parish 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/Quote/Bid, affirms that such Proposal/Quote/Bid is genuine and not collusive or sham: that said **OFFEROR** has not colluded, conspired, connived or agreed, directly or indirectly with any **OFFEROR** or other person, to put in a sham Proposal/Quote/Bid, or to refrain from proposing/quoting/bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the Proposal/Quote/Bid price for affiant or any other **OFFEROR**, or to fix any overhead, profit or cost element of said Proposal/Quote/Bid price, for affiant or that of any other **OFFEROR**, or to secure any advantage against the Housing Authority of New Orleans, or to secure any personal interest in the proposed contract(s), and that all statements in said Proposal/Quote/Bid are true.

Signature of

Bidder, if the Offeror is an individual

Partner, if the Offeror is a partnership

Officer, if the Offeror is a corporation

Subscribed and sworn to before me

This _____ day of _____, 20_____

Notary Public

My Commission Expires _____, 20_____.

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
REQUEST FOR QUOTES #19-913-27**

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Name of Company/Firm)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

Date

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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 addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

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

5. Disputes concerning labor standards

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

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

(ii)

(iii)

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS DEPARTMENT
LANDSCAPING SERVICES AT THE FISCHER HOUSING COMMUNITIES
REQUEST FOR QUOTES #19-913-27**

SUPPLEMENTAL CONDITIONS

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

Contract Type/Amount

This Contract will be a Firm Fixed Price type Contract at the unit prices submitted by the Contractor.

Term of Contract

The initial Contract period shall be for one (1) year from the date of Contract execution. After the initial one year period, HANO may exercise an option to extend the contract for up to four (4) additional one-year periods. If an option is exercised and the cumulative amount of the Contract meets or exceeds the Small Purchase Threshold amount of \$150,000.00, approval of the option(s) must be requested of HANO's Board of Commissioners prior to execution of the Amendment to extend. The Contract extension will not be automatic and must be approved by HANO. Services provided during each option year may be negotiated prior to execution of the Contract extension.

Dates and times of cutting shall be determined by HANO. The Contractor shall commence work under this Contract at the time stipulated in the written "Notice to Proceed" (NTP) issued by HANO.

Option Period

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

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

Invoicing

Invoices shall be submitted monthly to the Department of Finance. The invoice shall provide an invoice number, service date, Purchase Order number, 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 with a copy to the Asset Management Department on or before the days listed below. All vendor invoices are due on the 1st or 15th of the month. Invoice payments are as follows:

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

Insurance

Prior to commencement of the Contract resulting from this solicitation, the Contractor shall procure and maintain at all times and at Contractor's own expense, the types of insurance specified below. Evidence of insurance shall be provided by a producer using insurance companies with a minimum A- rating.

The insurance carriers used by the Contractor must be authorized to do business in the State of Louisiana, and the insurance provided shall cover all operations under the contract, whether performed by the Contractor or by subcontractors.

- Worker's Compensation/Employers' Liability
Statutory Benefits for State of Hire, Employer's Liability - \$500,000
Voluntary Compensation Endorsement
- Minimum Commercial General Liability Insurance of \$500,000, Bodily Injury and \$500,000 Property Damage to protect the Contractor and the Housing Authority
- Minimum 500,000 Automobile Liability

The Contractor shall be required to furnish the Housing Authority of New Orleans' Procurement and Contracts Department, 4100 Touro St, New Orleans, Louisiana, original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The Certificates of Insurance shall contain the Contract name and Contract number. The receipt of any certificate does not constitute agreement by HANO that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to HANO in the event coverage is substantially decreased, canceled or non-renewed.

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

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

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

Termination for Convenience and Default

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

Organizational Conflicts of Interest

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

Indemnification

The successful Respondent will be required to protect, defend, indemnify, keep, save, and hold HANO, its officers, officials, employees and agents free and harmless from and against any and all

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

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

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 in accordance with the General Contract Conditions, HUD Form 5370-C, Paragraph 4, Termination for Convenience and Default.

Ethics Policy

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

Rules, Regulations, and Licensing Requirements

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

Contractual Obligations

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

Certification of Legal Entity

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

Certifications

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

Personnel

In submitting their proposals, Respondents are representing that the personnel described in their proposals shall be available to perform the services described for the duration of the contract period, barring illness, accident or other unforeseeable events of a similar nature in which cases the Respondent 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 Respondent under its sole direction, and not employees or agents of HANO.

Respondent Status

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

Assignment

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

Advertising

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

Media Relations

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

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF
LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-5189
Daniel W. Simms Division of | Revision No.: 14
Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Louisiana

Area: Louisiana Parishes of Jefferson Orleans Plaquemines Saint John The Baptist St Bernard St Charles St Tammany

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.31
01012 - Accounting Clerk II		16.06
01013 - Accounting Clerk III		17.97
01020 - Administrative Assistant		23.95
01035 - Court Reporter		22.30
01041 - Customer Service Representative I		11.98
01042 - Customer Service Representative II		13.46
01043 - Customer Service Representative III		14.69
01051 - Data Entry Operator I		12.32
01052 - Data Entry Operator II		13.68
01060 - Dispatcher Motor Vehicle		18.12
01070 - Document Preparation Clerk		17.50
01090 - Duplicating Machine Operator		17.50
01111 - General Clerk I		11.58
01112 - General Clerk II		12.63
01113 - General Clerk III		14.18
01120 - Housing Referral Assistant		21.88
01141 - Messenger Courier		13.61
01191 - Order Clerk I		14.80
01192 - Order Clerk II		16.15
01261 - Personnel Assistant (Employment) I		15.79
01262 - Personnel Assistant (Employment) II		18.12
01263 - Personnel Assistant (Employment) III		19.97
01270 - Production Control Clerk		27.15
01290 - Rental Clerk		14.11
01300 - Scheduler Maintenance		17.56
01311 - Secretary I		17.56
01312 - Secretary II		19.49
01313 - Secretary III		21.88
01320 - Service Order Dispatcher		16.02
01410 - Supply Technician		23.95
01420 - Survey Worker		15.82
01460 - Switchboard Operator/Receptionist		11.72

01531 - Travel Clerk I	15.53
01532 - Travel Clerk II	16.60
01533 - Travel Clerk III	17.52
01611 - Word Processor I	14.07
01612 - Word Processor II	15.79
01613 - Word Processor III	17.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.97
05010 - Automotive Electrician	18.40
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.20
05110 - Mobile Equipment Servicer	14.80
05130 - Motor Equipment Metal Mechanic	19.45
05160 - Motor Equipment Metal Worker	17.20
05190 - Motor Vehicle Mechanic	19.45
05220 - Motor Vehicle Mechanic Helper	13.61
05250 - Motor Vehicle Upholstery Worker	16.02
05280 - Motor Vehicle Wrecker	17.20
05310 - Painter Automotive	18.40
05340 - Radiator Repair Specialist	17.20
05370 - Tire Repairer	12.78
05400 - Transmission Repair Specialist	19.45
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.43
07041 - Cook I	10.97
07042 - Cook II	12.91
07070 - Dishwasher	9.11
07130 - Food Service Worker	8.84
07210 - Meat Cutter	14.52
07260 - Waiter/Waitress	8.73
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.41
09040 - Furniture Handler	11.88
09080 - Furniture Refinisher	17.41
09090 - Furniture Refinisher Helper	13.26
09110 - Furniture Repairer Minor	15.60
09130 - Upholsterer	17.41

11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.05
11060 - Elevator Operator	10.48
11090 - Gardener	15.75
11122 - Housekeeping Aide	10.48
11150 - Janitor	10.48
11210 - Laborer Grounds Maintenance	11.56
11240 - Maid or Houseman	10.46
11260 - Pruner	10.17
11270 - Tractor Operator	14.33
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	11.94
12000 - Health Occupations	
12010 - Ambulance Driver	21.29
12011 - Breath Alcohol Technician	21.29
12012 - Certified Occupational Therapist Assistant	24.61
12015 - Certified Physical Therapist Assistant	24.61
12020 - Dental Assistant	15.98
12025 - Dental Hygienist	29.85
12030 - EKG Technician	24.65
12035 - Electroneurodiagnostic Technologist	24.65
12040 - Emergency Medical Technician	21.29
12071 - Licensed Practical Nurse I	16.26
12072 - Licensed Practical Nurse II	18.20
12073 - Licensed Practical Nurse III	20.28
12100 - Medical Assistant	14.37
12130 - Medical Laboratory Technician	21.13
12160 - Medical Record Clerk	15.34
12190 - Medical Record Technician	17.74
12195 - Medical Transcriptionist	15.25
12210 - Nuclear Medicine Technologist	32.58
12221 - Nursing Assistant I	11.30
12222 - Nursing Assistant II	12.70
12223 - Nursing Assistant III	13.86
12224 - Nursing Assistant IV	15.56
12235 - Optical Dispenser	16.47
12236 - Optical Technician	16.86

12250 - Pharmacy Technician	15.02
12280 - Phlebotomist	16.08
12305 - Radiologic Technologist	26.36
12311 - Registered Nurse I	26.17
12312 - Registered Nurse II	33.59
12313 - Registered Nurse II Specialist	33.59
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III Anesthetist	40.65
12316 - Registered Nurse IV	48.72
12317 - Scheduler (Drug and Alcohol Testing)	26.37
12320 - Substance Abuse Treatment Counselor	18.88
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.62
13012 - Exhibits Specialist II	23.06
13013 - Exhibits Specialist III	28.21
13041 - Illustrator I	19.27
13042 - Illustrator II	23.87
13043 - Illustrator III	29.20
13047 - Librarian	26.44
13050 - Library Aide/Clerk	13.00
13054 - Library Information Technology Systems Administrator	23.87
13058 - Library Technician	15.71
13061 - Media Specialist I	17.23
13062 - Media Specialist II	19.27
13063 - Media Specialist III	21.49
13071 - Photographer I	14.95
13072 - Photographer II	17.10
13073 - Photographer III	21.18
13074 - Photographer IV	25.92
13075 - Photographer V	31.36
13090 - Technical Order Library Clerk	15.11
13110 - Video Teleconference Technician	23.20
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.55
14042 - Computer Operator II	17.39
14043 - Computer Operator III	19.40

14044 - Computer Operator IV	21.56
14045 - Computer Operator V	23.86
14071 - Computer Programmer I	(see 1) 21.79
14072 - Computer Programmer II	(see 1) 25.53
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.55
14160 - Personal Computer Support Technician	21.56
14170 - System Support Specialist	28.85
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.11
15020 - Aircrew Training Devices Instructor (Rated)	35.65
15030 - Air Crew Training Devices Instructor (Pilot)	40.77
15050 - Computer Based Training Specialist / Instructor	28.12
15060 - Educational Technologist	23.29
15070 - Flight Instructor (Pilot)	40.77
15080 - Graphic Artist	22.08
15085 - Maintenance Test Pilot Fixed Jet/Prop	39.04
15086 - Maintenance Test Pilot Rotary Wing	39.04
15088 - Non-Maintenance Test/Co-Pilot	39.04
15090 - Technical Instructor	20.08
15095 - Technical Instructor/Course Developer	24.57
15110 - Test Proctor	16.22
15120 - Tutor	16.22
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.38
16030 - Counter Attendant	10.38
16040 - Dry Cleaner	12.95
16070 - Finisher Flatwork Machine	10.38
16090 - Presser Hand	10.38
16110 - Presser Machine Drycleaning	10.38
16130 - Presser Machine Shirts	10.38
16160 - Presser Machine Wearing Apparel Laundry	10.38
16190 - Sewing Machine Operator	13.81

16220 - Tailor	14.65
16250 - Washer Machine	11.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.64
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.11
21030 - Material Coordinator	27.76
21040 - Material Expediter	27.76
21050 - Material Handling Laborer	14.29
21071 - Order Filler	11.12
21080 - Production Line Worker (Food Processing)	16.11
21110 - Shipping Packer	14.66
21130 - Shipping/Receiving Clerk	14.66
21140 - Store Worker I	9.87
21150 - Stock Clerk	14.62
21210 - Tools And Parts Attendant	16.11
21410 - Warehouse Specialist	16.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.97
23019 - Aircraft Logs and Records Technician	24.10
23021 - Aircraft Mechanic I	30.01
23022 - Aircraft Mechanic II	31.97
23023 - Aircraft Mechanic III	33.92
23040 - Aircraft Mechanic Helper	20.15
23050 - Aircraft Painter	27.53
23060 - Aircraft Servicer	24.10
23070 - Aircraft Survival Flight Equipment Technician	27.53
23080 - Aircraft Worker	26.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.01
23110 - Appliance Mechanic	20.37
23120 - Bicycle Repairer	17.89
23125 - Cable Splicer	25.81
23130 - Carpenter Maintenance	19.75

23140 - Carpet Layer	21.05
23160 - Electrician Maintenance	24.10
23181 - Electronics Technician Maintenance I	29.64
23182 - Electronics Technician Maintenance II	31.88
23183 - Electronics Technician Maintenance III	34.14
23260 - Fabric Worker	19.48
23290 - Fire Alarm System Mechanic	21.04
23310 - Fire Extinguisher Repairer	17.89
23311 - Fuel Distribution System Mechanic	24.83
23312 - Fuel Distribution System Operator	18.32
23370 - General Maintenance Worker	17.52
23380 - Ground Support Equipment Mechanic	30.01
23381 - Ground Support Equipment Servicer	24.10
23382 - Ground Support Equipment Worker	26.04
23391 - Gunsmith I	17.89
23392 - Gunsmith II	21.05
23393 - Gunsmith III	24.25
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.24
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.62
23430 - Heavy Equipment Mechanic	25.24
23440 - Heavy Equipment Operator	20.19
23460 - Instrument Mechanic	30.80
23465 - Laboratory/Shelter Mechanic	22.64
23470 - Laborer	12.16
23510 - Locksmith	21.25
23530 - Machinery Maintenance Mechanic	25.64
23550 - Machinist Maintenance	24.14
23580 - Maintenance Trades Helper	13.91
23591 - Metrology Technician I	30.80
23592 - Metrology Technician II	32.80
23593 - Metrology Technician III	34.81
23640 - Millwright	27.63
23710 - Office Appliance Repairer	17.73
23760 - Painter Maintenance	18.14
23790 - Pipefitter Maintenance	25.15

23810 - Plumber Maintenance	23.48
23820 - Pneudraulic Systems Mechanic	24.25
23850 - Rigger	22.47
23870 - Scale Mechanic	21.05
23890 - Sheet-Metal Worker Maintenance	22.03
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	27.53
23932 - Telecommunications Mechanic II	29.33
23950 - Telephone Lineman	21.06
23960 - Welder Combination Maintenance	24.08
23965 - Well Driller	24.25
23970 - Woodcraft Worker	24.25
23980 - Woodworker	17.89
24000 - Personal Needs Occupations	
24550 - Case Manager	15.12
24570 - Child Care Attendant	9.58
24580 - Child Care Center Clerk	12.73
24610 - Chore Aide	9.21
24620 - Family Readiness And Support Services Coordinator	15.12
24630 - Homemaker	15.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.07
25040 - Sewage Plant Operator	18.00
25070 - Stationary Engineer	22.07
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	18.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.66
27007 - Baggage Inspector	12.53
27008 - Corrections Officer	15.25
27010 - Court Security Officer	16.52
27030 - Detection Dog Handler	14.47
27040 - Detention Officer	15.25
27070 - Firefighter	17.56
27101 - Guard I	12.53
27102 - Guard II	14.47

27131 - Police Officer I	20.02
27132 - Police Officer II	22.25
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.91
28042 - Carnival Equipment Repairer	16.38
28043 - Carnival Worker	10.57
28210 - Gate Attendant/Gate Tender	13.10
28310 - Lifeguard	12.10
28350 - Park Attendant (Aide)	14.66
28510 - Recreation Aide/Health Facility Attendant	10.70
28515 - Recreation Specialist	16.92
28630 - Sports Official	11.68
28690 - Swimming Pool Operator	20.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.53
29020 - Hatch Tender	21.53
29030 - Line Handler	21.53
29041 - Stevedore I	19.92
29042 - Stevedore II	23.16
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	19.63
30022 - Archeological Technician II	21.96
30023 - Archeological Technician III	27.09
30030 - Cartographic Technician	27.22
30040 - Civil Engineering Technician	24.02
30051 - Cryogenic Technician I	29.13
30052 - Cryogenic Technician II	32.17
30061 - Drafter/CAD Operator I	19.63
30062 - Drafter/CAD Operator II	21.96
30063 - Drafter/CAD Operator III	24.49
30064 - Drafter/CAD Operator IV	30.13
30081 - Engineering Technician I	16.09
30082 - Engineering Technician II	18.05
30083 - Engineering Technician III	20.19

30084 - Engineering Technician IV	25.02
30085 - Engineering Technician V	30.61
30086 - Engineering Technician VI	37.03
30090 - Environmental Technician	22.92
30095 - Evidence Control Specialist	26.30
30210 - Laboratory Technician	28.23
30221 - Latent Fingerprint Technician I	28.19
30222 - Latent Fingerprint Technician II	31.15
30240 - Mathematical Technician	27.22
30361 - Paralegal/Legal Assistant I	20.64
30362 - Paralegal/Legal Assistant II	26.00
30363 - Paralegal/Legal Assistant III	31.81
30364 - Paralegal/Legal Assistant IV	38.48
30375 - Petroleum Supply Specialist	32.17
30390 - Photo-Optics Technician	27.22
30395 - Radiation Control Technician	32.17
30461 - Technical Writer I	24.88
30462 - Technical Writer II	30.44
30463 - Technical Writer III	37.68
30491 - Unexploded Ordnance (UXO) Technician I	24.65
30492 - Unexploded Ordnance (UXO) Technician II	29.82
30493 - Unexploded Ordnance (UXO) Technician III	35.74
30494 - Unexploded (UXO) Safety Escort	24.65
30495 - Unexploded (UXO) Sweep Personnel	24.65
30501 - Weather Forecaster I	29.13
30502 - Weather Forecaster II	35.43
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 24.49
30621 - Weather Observer Senior	(see 2) 26.36
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	12.14
31030 - Bus Driver	18.06
31043 - Driver Courier	15.12
31260 - Parking and Lot Attendant	9.46
31290 - Shuttle Bus Driver	16.62
31310 - Taxi Driver	12.27

31361 - Truckdriver Light	16.62
31362 - Truckdriver Medium	18.10
31363 - Truckdriver Heavy	20.58
31364 - Truckdriver Tractor-Trailer	20.58
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.32
99050 - Desk Clerk	11.13
99095 - Embalmer	21.46
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	11.22
99252 - Laboratory Animal Caretaker II	12.33
99260 - Marketing Analyst	23.85
99310 - Mortician	27.18
99410 - Pest Controller	17.16
99510 - Photofinishing Worker	14.97
99710 - Recycling Laborer	17.46
99711 - Recycling Specialist	21.66
99730 - Refuse Collector	15.36
99810 - Sales Clerk	11.60
99820 - School Crossing Guard	12.36
99830 - Survey Party Chief	22.91
99831 - Surveying Aide	16.93
99832 - Surveying Technician	20.82
99840 - Vending Machine Attendant	12.18
99841 - Vending Machine Repairer	16.52
99842 - Vending Machine Repairer Helper	12.18

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES; Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard
Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

