

**HOUSING AUTHORITY OF NEW ORLEANS**

**REQUEST FOR PROPOSALS**

**FOR**

**ON-CALL TERMITE CONTROL SERVICES AT THE  
FISCHER HOUSING COMMUNITY**

**RFP NUMBER: 22-913-32**

**SUBMISSION DATE: TUESDAY, JUNE 21, 2022**

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

**Prepared By:**

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

**Evette Hester  
Executive Director**

**Issue Date: Tuesday, May 31, 2022**

**TABLE OF CONTENTS**  
RFP #22-913-32

**Request for Proposals**

**Index of Submittal Documents**

**Instructions**

- Instructions to Offerors HUD Form 5369-B
- Supplemental Instructions to Offerors

**PART I – GENERAL BACKGROUND INFORMATION**

- 1.1 Introduction/Background Information

**PART II – SCOPE OF SERVICES**

**PART III – SUBMISSION REQUIREMENTS**

- 3.1 Statement of Qualifications
- 3.2 Relevant and Past Experience
- 3.3 Ability to Perform Services
- 3.4 Cost Proposal Form
- 3.5 Required Forms
- 3.6 Section 3/DBE/WBE Business (Optional)

**PART IV – PROCUREMENT PROCESS**

- 4.1 Proposal Evaluation/Contract Award
- 4.2 Evaluation Criteria

**Attachment A**

- HUD Form 5370-C, General Conditions for Non-Construction Contracts, Section II
- Supplemental Conditions
- Wage Rate Determinations

**Attachment B**

- Statement of Qualifications
- HUD Form 5369-C - Certifications and Representations of Offerors
- Contractor's Summary
- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- Acknowledgement of Addenda
- E-Verify Affidavit
- Cost Proposal Form
- Certification for Businesses Seeking Section 3/DBE/WBE Preference in Contracting and Demonstration of Capability Form (Optional)

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY  
RFP #22-913-32**

The Housing Authority of New Orleans (HANO) is seeking proposals from qualified, licensed and bonded contractors to provide termite control services at the Fischer Housing Community.

Contractors shall furnish all labor, supervision, equipment, tools, parts, and materials, as necessary, to provide services as described herein. Termite control services shall include the effective control of active and preventive termite infestation necessary to maintain sanitary standards in and around buildings. All treatments shall be applied within EPA and State of Louisiana guidelines. Contractors must demonstrate their experience in providing the services as outlined in the Scope of Work in accordance with state and local requirements.

Sealed responses to this solicitation will be received by HANO in the Department of Procurement and Contracts until **2:00 p.m. local time on Tuesday, June 21, 2022**. It is anticipated that multiple contracts for the performance of these services may be issued.

Site visits will be held on:

Wednesday, June 8, 2022, and Thursday, June 9, 2022 at 9:00 A.M.

Meeting Location: Fischer Management Office, 1916 L.B. Landry, New Orleans, LA 70114

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

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

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

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

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

All responses submitted are subject to these Instructions and Supplemental Instructions to Offerors, General and Supplemental Conditions, and all other requirements contained herein, all of which are made a part of this Request for Proposals by reference. The Housing Authority of New Orleans reserves the right to reject any or all proposals for just cause and to waive any informality in the submission process.

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

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

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

<b>INDEX OF DOCUMENTS</b>			
<b>DOCUMENT</b>	<b>REQUIRED SUBMITTAL</b>	<b>SIGNATURE REQUIRED</b>	<b>NOTARY/CORPORATE SEAL REQUIRED</b>
STATEMENT OF QUALIFICATIONS	√	√	
HUD FORM 5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS	√	√	
CONTRACTOR'S SUMMARY	√	√	√
NON-COLLUSIVE AFFIDAVIT	√	√	√
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
ACKNOWLEDGEMENT OF ADDENDA (IF ANY)	√	√	
E-VERIFY AFFIDAVIT	√	√	
COPY OF PESTICIDE APPLICATORS LICENSES AND OTHER CERTIFICATIONS	√		
COPY OF INSURANCE CERTIFICATE(S)	√	√	
COST PROPOSAL FORM	√	√	
CERTIFICATION FOR BUSINESSES SEEKING SECTION 3/DBE/WBE PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY (OPTIONAL)	√	√	√

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

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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**SUPPLEMENTAL INSTRUCTIONS TO OFFERORS**

**1. Submission of Proposals**

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

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

**2. Interpretations/Questions**

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, at least 5 days before the submission due date and time to:

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

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

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

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

**4. Proposals**

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

RFP name and number, submission date, respondent's name, address, email address and phone number.

#### **5. Submittal Forms**

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

#### **6. Acceptance of Proposals**

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

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

#### **7. Time for Reviewing Proposals**

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

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

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

#### **9. Selection of Respondents**

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



**10. Protest of Award**

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

**11. Certification of Legal Entity**

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

**12. Louisiana Secretary of State**

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

**13. Costs Borne by Respondent**

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

**14. Best Available Data**

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

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

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

**16. Respondent Responsibilities**

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

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

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

**HOUSING AUTHORITY OF NEW ORLEANS  
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ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY**

**RFP #22-913-32**

**PART I – GENERAL BACKGROUND INFORMATION**

**1.1 Introduction/Background Information**

The Housing Authority of New Orleans (HANO) is seeking proposals from qualified, licensed and bonded contractors to provide subterranean and Formosan subterranean termite control services at the Fischer Housing Community.

Contractors must demonstrate their experience in providing the services as outlined in the Scope of Work. Once selected, the successful Contractor(s) will enter into a fixed price contract with HANO to perform subterranean and Formosan subterranean termite control services as outlined in the scope of work.

**PART II – SCOPE OF SERVICES**

The Contractor shall furnish all labor, supervision, equipment, tools, parts, and materials, as necessary, to provide services as described herein. Subterranean and Formosan subterranean termite control shall include the effective control of active and preventive subterranean and Formosan subterranean termite infestation necessary to maintain sanitary standards in and around buildings. Application of pesticides and other chemicals for treatment of subterranean and Formosan subterranean termites shall be in accordance with Environmental Protection Agency (EPA), State of Louisiana Department of Agriculture & Forestry Guidelines and local guidelines.

The Contractor and its personnel shall possess all of the required state and applicator licenses, as well as all other licenses required by the City of New Orleans, if any. In addition, the Contractor shall comply with all laws, ordinances, codes, and regulations applicable to the work contemplated herein. Contractor is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the performance of the work.

The scope of work required shall include examination of substrates, areas, and conditions for compliance with requirements for moisture content of the soil, interfaces with earthwork, slab and foundation work, landscaping, and other conditions affecting performance of subterranean and Formosan subterranean termite control. Subterranean and Formosan subterranean termite control services shall be performed at the Fischer Housing Community, which consists of 326 units located between Thayer, L.B. Landry, Hendee and Shepherd Streets, the Management Office Building located at 1915 LB Landry Street and the Community Center located at 1400 Semmes. The work performed includes but may not be limited to the following:

**INITIAL INSPECTION/INITIAL TREATMENT:**

The Contractor shall perform an initial inspection of subterranean and Formosan subterranean termite infestation and an initial treatment of 326 units located between Thayer, L.B. Landry,

Hendee and Shepherd Streets, the Management Office Building located at 1915 LB Landry Street and the Community Center located at 1400 Semmes. Application of pesticides and other chemicals to control and eradicate subterranean and Formosan subterranean termites shall be in accordance with the Environmental Protection Agency (EPA), State of Louisiana Department of Agriculture & Forestry, and local guidelines. The work shall include, but may not be limited to the following:

- Conduct an initial inspection of accessible areas of 326 units located between Thayer, L.B. Landry, Hendee and Shepherd Streets, the Management Office Building located at 1915 LB Landry Street and the Community Center located at 1400 Semmes for active subterranean and Formosan subterranean termite infestations and treatment, as scheduled by HANO;
- Inspect each structure to determine its condition as it relates to moisture content of the soil; interfaces with earthwork; slab and foundation work; landscape; and other conditions that may affect the performance of the pesticides and chemicals used to control subterranean and Formosan subterranean termite infestation;
- Report findings upon discovery;

The written report shall include the following information:

- a. Identification of problem areas in and around each building (include address);
  - b. A treatment plan to eradicate subterranean and Formosan subterranean termite infestation (if noted during the initial inspection);
  - c. Contractors' ability to access and coordinate treatment services to all areas;
  - d. Establish locations for routine monitoring in common areas.
- Perform an initial treatment of 326 units located between Thayer, L.B. Landry, Hendee and Shepherd Streets, the Management Office Building located at 1915 L.B. Landry Street and the Community Center located at 1400 Semmes, and its substrates for active infestations (if needed).
  - Apply pesticides to control subterranean and Formosan subterranean termite nests and infestation to the soil and base of each structure in a manner that eradicates active subterranean and Formosan subterranean termites, and prevents their future existence;
  - Provide any certificate(s) of inspection of the work performed to the HANO Asset Management Department;

#### **ANNUAL INSPECTION/PREVENTATIVE TREATMENT:**

The Contractor shall perform an annual inspection and preventative treatment service for subterranean and Formosan subterranean termite control at 326 units located between Thayer, L.B. Landry, Hendee and Shepherd Streets, the Management Office Building located at 1915 L.B. Landry Street and the Community Center located at 1400 Semmes. Application of pesticides and other chemicals to control and eradicate subterranean and Formosan subterranean termites shall be in accordance with the Environmental Protection Agency

(EPA), State of Louisiana Department of Agriculture & Forestry, and local guidelines. The work shall include, but may not be limited to the following:

- Conduct an annual inspection of 326 units located between Thayer, L.B. Landry, Hendee and Shepherd Streets, the Management Office Building located at 1915 LB Landry Street and the Community Center located at 1400 Semmes, as scheduled by HANO;
- Evaluation each unit (326 units located between Thayer, L.B. Landry, Hendee and Shepherd Streets, the Management Office Building located at 1915 L.B. Landry Street and the Community Center located at 1400 Semmes.) to determine if subterranean and Formosan subterranean termites are present or a potential infestation may arise due to the site conditions;

The written report shall include the following information:

- a. Identification of problem areas in and around each building (include address);
  - b. A treatment plan to eradicate subterranean and Formosan subterranean termite infestation (if noted during the annual inspection);
  - c. Contractors' ability to access and coordinate treatment services to all areas;
  - d. Establish locations for routine monitoring in common areas.
- Perform treatment for active subterranean and Formosan subterranean termite infestations, as well as treatment to prevent future infestation.

## **SCHEDULING**

The Contractor shall work with designated HANO staff personnel to determine a schedule and procedure to perform the initial inspection and treatment services as well as each annual inspection and follow-up treatment service.

## **WARRANTY**

The contractor shall provide a continuing service agreement or warranty.

These agreements should be discussed with your PCO to make certain you fully understand all provisions in the agreement. Each building and its structure treated for subterranean and Formosan subterranean termites shall carry a warranty for a period of one year after the initial inspection and each annual inspection for up to five (5) years.

The warranty shall include re-treating areas that become infested or experience active subterranean and Formosan subterranean termites.

## **CALL-BACK SERVICE:**

The Contractor shall conduct follow-up inspections in response to a complaint, which shall be furnished within two (2) business days after receipt of notification from HANO personnel.

## **ACCESS TO PROPERTY:**

HANO personnel will provide the access to and accompany the Contractor around the site when accessing units where treatment may be required.

## **MATERIAL SAFETY DATA SHEETS (MSDS)**

The Contractor shall provide a MSDS sheet as a part of their proposal. It is the responsibility of the Contractor to properly maintain all MSDS records relating to chemicals used for the performance of this Contract. This documentation must be maintained and updated as new chemicals for subterranean and Formosan subterranean termite treatment are added.

All chemical products used must be in compliance with the Environmental Protection Agency (EPA) Standards and the State of Louisiana Department of Agriculture & Forestry.

## **PART III – SUBMISSION REQUIREMENTS**

Listed below are the items that will be considered in evaluating proposals. Contract award will be based on the contractors' experience and ability to perform the work as outlined in the scope of work. The Contractor must complete the **Statement of Qualifications Form, (Attachment B)**, to provide the requested information. Attach additional sheets if necessary.

### **3.1 Statement of Qualifications**

Complete the Statement of Qualifications form in its entirety, and provide copies of documents where indicated. In the space provided on the form, identify by name and job classification of each employee intended to perform work under this contract. For each employee listed, provide a copy of all applicable certifications, licenses, and/or other accreditations required to perform the work.

Provide a copy of your company's Insurance Certificate identifying coverage and limits as identified in the Supplemental Conditions. Include the name of the insurance company in the Statement of Qualifications Form (**Attachment B**).

### **3.2 Relevant and Past Experience**

Provide evidence of a minimum of three (3) years of experience performing subterranean and Formosan subterranean termite control services. Provide at least three references/clients to whom similar services were provided. Multi-family and/or commercial experience is preferred but not required. The client listing must include a detailed description of the work performed, the entity for whom the services were provided including a name, title, and contact information on the Statement of Qualifications Form (**Attachment B**).

### **3.3 Ability to Perform Services**

On a separate sheet of paper, describe the treatment plan your company intends to use to control subterranean and Formosan subterranean termites that includes an inspection, initial treatment and annual treatment services. Describe the method your company intends to use to control active subterranean and Formosan subterranean termites or potential infestation. Include the number of treatments that may be necessary to eradicate the problem. Describe your company's ability to perform the work required under this contract in a timely manner.

### **3.4 Cost Proposal Form**

Complete the Cost Proposal Form provided in (**Attachment B**). Proposals shall include unit prices for each line item of work contained on the proposal form. A unit price must be submitted for each estimated quantity contained on the form.

### **3.5 Required Forms**

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

- Statement of Qualifications
- HUD Form 5369-C - Certifications and Representations of Offerors
- Contractor's Summary
- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- Acknowledgement of Addenda (if any)
- E-Verify Affidavit
- Copy of Insurance Certificate(s)
- Copy of Pesticide Applicators Licenses and Other Certifications
- Cost Proposal Form

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

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

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

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

## **PART IV PROCUREMENT PROCESS**

### **4.1 Proposal Evaluation/Contract Award**

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (short list), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for the short listed firms only. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. The committee will score each proposal. Scoring will be based on predetermined evaluation criteria contained in the solicitation. The available points associated with each area of consideration are shown below. The results of the evaluation will be used to determine those respondents to be included in the competitive range. Proposals will be considered acceptable if they have a minimum score of 85 points or above.

The competitive range shall include those respondents who are determined through the evaluation process and due diligence review (verification of Contractor responsibility) to be the most qualified. These respondents may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily pass

the due diligence review within the timeframe established by HANO, will result in exclusion from the competitive range.

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

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

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

#### 4.2 Evaluation Criteria

##### Evaluation Criteria

Statement of Qualifications	35 Points
Relevant and Past Experience	30 Points
Ability to Perform Services	35 Points
Cost Proposal	15 Points

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<b>Total Possible Points</b>	<b>115 Points</b>
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##### Additional Points:

DBE and WBE Participation	10 Points
Section 3 Participation	5 Points

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<b>Total Possible Points</b>	<b>130 Points</b>
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**ATTACHMENT A**



# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

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

#### 1. Minimum Wages

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

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

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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

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

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

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

## 5. Disputes concerning labor standards

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

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

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

## 6. Contract Work Hours and Safety Standards Act

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

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

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

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

#### **7. Subcontracts**

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

#### **8. Non-Federal Prevailing Wage Rates**

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

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY**

**RFP #22-913-32**

**SUPPLEMENTAL CONDITIONS**

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

**Contract Type/Contract Price**

This Contract shall be a fixed price type contract to perform subterranean and Formosan subterranean control services as outlined in the scope of work. Cost Proposals must be submitted showing price per unit as requested on Cost Proposal Form (**Attachment B**). The Cost Proposal Form must be completed in its' entirety.

Prices shall include all labor, materials, management, transportation, supervision, and equipment and warranties to perform the work. The sum of unit quantities multiplied by the unit price will establish the fixed price contract for services.

Once a contract is executed, unit prices are fixed and shall not be subject to adjustment during the initial contract term. Prices shall be stated in the units specified on the Cost Proposal Form, and shall not include Sales Tax. Purchase of materials and equipment for services performed under this contract are made on behalf HANO, and are tax exempt. A Louisiana State Tax Exempt Certificate for the purchase of materials or supplies will be furnished to the awarded Contractor upon execution of a contract.

**Term of Contract**

This Contract shall be for an initial period of two (2) years, with an option to extend for up to three (3) additional one-year periods. The option shall only be exercised if the contractor has satisfactorily performed under the Contract. 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. If an option(s) is exercised and the cumulative amount of the Contract(s) 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.

**Invoicing**

A company invoice shall be submitted to the Department of Finance with a copy to the Asset Management Department. 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 1<sup>st</sup> or 15<sup>th</sup> of the month. Invoice payments are as follows:

- *Invoices received on the 16<sup>th</sup> of the current month thru the 1<sup>st</sup> day of the next month will be paid on the 1<sup>st</sup> of the following month.*

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

## **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. 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 shall be maintained at the limits required by the State of Louisiana
- Minimum Commercial General Liability Insurance of \$1,000,000 Single Limit and Umbrella coverage to protect the Contractor and the Housing Authority
- Minimum \$500,000 Comprehensive 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 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. Evidence of insurance shall be provided by a producer using insurance companies with a minimum A-rating.

## **Termination for Convenience and Default**

(a) HANO may terminate this Contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the Contract obligations (default). HANO shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i)

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

### **Organizational Conflicts of Interest**

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

### **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.

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"REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2015-5189  
Revision No.: 22  
Date Of Last Revision: 03/15/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
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If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 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 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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		14.55***
01012 - Accounting Clerk II		16.34
01013 - Accounting Clerk III		18.27
01020 - Administrative Assistant		23.95
01035 - Court Reporter		26.98
01041 - Customer Service Representative I		12.36***
01042 - Customer Service Representative II		13.53***
01043 - Customer Service Representative III		15.15
01051 - Data Entry Operator I		13.55***
01052 - Data Entry Operator II		15.05
01060 - Dispatcher Motor Vehicle		19.22
01070 - Document Preparation Clerk		17.50
01090 - Duplicating Machine Operator		17.50
01111 - General Clerk I		12.21***
01112 - General Clerk II		13.32***

01113 - General Clerk III	14.97***
01120 - Housing Referral Assistant	21.88
01141 - Messenger Courier	14.31***
01191 - Order Clerk I	14.80***
01192 - Order Clerk II	16.15
01261 - Personnel Assistant (Employment) I	16.73
01262 - Personnel Assistant (Employment) II	18.71
01263 - Personnel Assistant (Employment) III	20.85
01270 - Production Control Clerk	27.15
01290 - Rental Clerk	14.88***
01300 - Scheduler Maintenance	17.56
01311 - Secretary I	17.56
01312 - Secretary II	19.49
01313 - Secretary III	21.88
01320 - Service Order Dispatcher	17.19
01410 - Supply Technician	23.95
01420 - Survey Worker	16.60
01460 - Switchboard Operator/Receptionist	13.58***
01531 - Travel Clerk I	17.87
01532 - Travel Clerk II	19.03
01533 - Travel Clerk III	20.49
01611 - Word Processor I	14.63***
01612 - Word Processor II	16.43
01613 - Word Processor III	18.37
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	13.79***
07041 - Cook I	12.76***
07042 - Cook II	15.01
07070 - Dishwasher	10.19***
07130 - Food Service Worker	8.92***
07210 - Meat Cutter	14.52***
07260 - Waiter/Waitress	8.98***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.28
09040 - Furniture Handler	12.60***
09080 - Furniture Refinisher	19.15
09090 - Furniture Refinisher Helper	14.59***
09110 - Furniture Repairer Minor	17.16
09130 - Upholsterer	17.41
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.68***
11060 - Elevator Operator	10.76***
11090 - Gardener	17.43
11122 - Housekeeping Aide	10.76***
11150 - Janitor	10.76***
11210 - Laborer Grounds Maintenance	12.79***
11240 - Maid or Houseman	10.81***
11260 - Pruner	11.25***
11270 - Tractor Operator	15.86

11330 - Trail Maintenance Worker	12.79***
11360 - Window Cleaner	12.24***
12000 - Health Occupations	
12010 - Ambulance Driver	21.29
12011 - Breath Alcohol Technician	21.29
12012 - Certified Occupational Therapist Assistant	28.88
12015 - Certified Physical Therapist Assistant	27.07
12020 - Dental Assistant	16.57
12025 - Dental Hygienist	35.68
12030 - EKG Technician	27.12
12035 - Electroneurodiagnostic Technologist	27.12
12040 - Emergency Medical Technician	21.29
12071 - Licensed Practical Nurse I	17.54
12072 - Licensed Practical Nurse II	19.61
12073 - Licensed Practical Nurse III	21.86
12100 - Medical Assistant	15.16
12130 - Medical Laboratory Technician	25.56
12160 - Medical Record Clerk	16.95
12190 - Medical Record Technician	19.38
12195 - Medical Transcriptionist	16.87
12210 - Nuclear Medicine Technologist	34.45
12221 - Nursing Assistant I	11.73***
12222 - Nursing Assistant II	13.18***
12223 - Nursing Assistant III	14.38***
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	16.47
12236 - Optical Technician	16.86
12250 - Pharmacy Technician	17.50
12280 - Phlebotomist	16.78
12305 - Radiologic Technologist	27.23
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	19.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.81
13012 - Exhibits Specialist II	24.54
13013 - Exhibits Specialist III	30.02
13041 - Illustrator I	19.74
13042 - Illustrator II	24.45
13043 - Illustrator III	29.91
13047 - Librarian	26.85
13050 - Library Aide/Clerk	15.07
13054 - Library Information Technology Systems Administrator	24.24
13058 - Library Technician	16.88
13061 - Media Specialist I	17.50
13062 - Media Specialist II	19.57
13063 - Media Specialist III	21.81
13071 - Photographer I	16.89
13072 - Photographer II	18.90
13073 - Photographer III	23.41
13074 - Photographer IV	28.63
13075 - Photographer V	34.64
13090 - Technical Order Library Clerk	18.28
13110 - Video Teleconference Technician	23.20
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.82
14042 - Computer Operator II	21.04
14043 - Computer Operator III	23.47
14044 - Computer Operator IV	26.09

14045 - Computer Operator V		28.88
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		18.82
14160 - Personal Computer Support Technician		26.09
14170 - System Support Specialist		32.06
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.98
15020 - Aircrew Training Devices Instructor (Rated)		36.28
15030 - Air Crew Training Devices Instructor (Pilot)		43.48
15050 - Computer Based Training Specialist / Instructor		29.98
15060 - Educational Technologist		23.29
15070 - Flight Instructor (Pilot)		43.48
15080 - Graphic Artist		22.54
15085 - Maintenance Test Pilot Fixed Jet/Prop		43.48
15086 - Maintenance Test Pilot Rotary Wing		43.48
15088 - Non-Maintenance Test/Co-Pilot		43.48
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		11.39***
16030 - Counter Attendant		11.39***
16040 - Dry Cleaner		13.67***
16070 - Finisher Flatwork Machine		11.39***
16090 - Presser Hand		11.39***
16110 - Presser Machine Drycleaning		11.39***
16130 - Presser Machine Shirts		11.39***
16160 - Presser Machine Wearing Apparel Laundry		11.39***
16190 - Sewing Machine Operator		14.63***
16220 - Tailor		15.59
16250 - Washer Machine		11.93***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.90
19040 - Tool And Die Maker		30.60
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.54
21030 - Material Coordinator		27.76
21040 - Material Expediter		27.76
21050 - Material Handling Laborer		14.29***
21071 - Order Filler		12.56***
21080 - Production Line Worker (Food Processing)		18.54
21110 - Shipping Packer		14.66***
21130 - Shipping/Receiving Clerk		14.66***
21140 - Store Worker I		10.30***
21150 - Stock Clerk		15.25
21210 - Tools And Parts Attendant		18.54
21410 - Warehouse Specialist		18.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.17
23019 - Aircraft Logs and Records Technician		26.51
23021 - Aircraft Mechanic I		33.01
23022 - Aircraft Mechanic II		35.17
23023 - Aircraft Mechanic III		37.31
23040 - Aircraft Mechanic Helper		22.17
23050 - Aircraft Painter		30.28
23060 - Aircraft Servicer		26.51
23070 - Aircraft Survival Flight Equipment Technician		30.28
23080 - Aircraft Worker		28.64

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.64
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.01
23110 - Appliance Mechanic	22.41
23120 - Bicycle Repairer	18.87
23125 - Cable Splicer	28.39
23130 - Carpenter Maintenance	22.16
23140 - Carpet Layer	22.21
23160 - Electrician Maintenance	24.96
23181 - Electronics Technician Maintenance I	29.64
23182 - Electronics Technician Maintenance II	31.88
23183 - Electronics Technician Maintenance III	34.14
23260 - Fabric Worker	20.55
23290 - Fire Alarm System Mechanic	21.10
23310 - Fire Extinguisher Repairer	18.87
23311 - Fuel Distribution System Mechanic	25.40
23312 - Fuel Distribution System Operator	18.74
23370 - General Maintenance Worker	17.87
23380 - Ground Support Equipment Mechanic	33.01
23381 - Ground Support Equipment Servicer	26.51
23382 - Ground Support Equipment Worker	28.64
23391 - Gunsmith I	18.87
23392 - Gunsmith II	22.21
23393 - Gunsmith III	25.59
23410 - Heating Ventilation And Air-Conditioning Mechanic	24.23
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	25.82
23430 - Heavy Equipment Mechanic	26.97
23440 - Heavy Equipment Operator	22.15
23460 - Instrument Mechanic	31.64
23465 - Laboratory/Shelter Mechanic	23.90
23470 - Laborer	13.46***
23510 - Locksmith	25.30
23530 - Machinery Maintenance Mechanic	28.70
23550 - Machinist Maintenance	24.14
23580 - Maintenance Trades Helper	16.83
23591 - Metrology Technician I	31.64
23592 - Metrology Technician II	33.71
23593 - Metrology Technician III	35.77
23640 - Millwright	28.52
23710 - Office Appliance Repairer	19.05
23760 - Painter Maintenance	18.14
23790 - Pipefitter Maintenance	27.11
23810 - Plumber Maintenance	25.32
23820 - Pneudraulic Systems Mechanic	25.59
23850 - Rigger	24.38
23870 - Scale Mechanic	22.21
23890 - Sheet-Metal Worker Maintenance	22.03
23910 - Small Engine Mechanic	18.40
23931 - Telecommunications Mechanic I	32.33
23932 - Telecommunications Mechanic II	34.44
23950 - Telephone Lineman	21.16
23960 - Welder Combination Maintenance	24.89
23965 - Well Driller	25.59
23970 - Woodcraft Worker	25.59
23980 - Woodworker	18.87
24000 - Personal Needs Occupations	
24550 - Case Manager	15.86
24570 - Child Care Attendant	9.58***
24580 - Child Care Center Clerk	12.73***
24610 - Chore Aide	9.31***
24620 - Family Readiness And Support Services Coordinator	15.86

24630 - Homemaker	15.86
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.25
25040 - Sewage Plant Operator	19.59
25070 - Stationary Engineer	23.25
25190 - Ventilation Equipment Tender	15.60
25210 - Water Treatment Plant Operator	19.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.68
27007 - Baggage Inspector	13.13***
27008 - Corrections Officer	17.17
27010 - Court Security Officer	16.52
27030 - Detection Dog Handler	14.69***
27040 - Detention Officer	17.17
27070 - Firefighter	17.56
27101 - Guard I	13.13***
27102 - Guard II	14.69***
27131 - Police Officer I	21.84
27132 - Police Officer II	24.27
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.53
28042 - Carnival Equipment Repairer	17.07
28043 - Carnival Worker	11.02***
28210 - Gate Attendant/Gate Tender	14.65***
28310 - Lifeguard	12.10***
28350 - Park Attendant (Aide)	16.38
28510 - Recreation Aide/Health Facility Attendant	11.95***
28515 - Recreation Specialist	20.29
28630 - Sports Official	13.04***
28690 - Swimming Pool Operator	20.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.05
29020 - Hatch Tender	26.05
29030 - Line Handler	26.05
29041 - Stevedore I	24.10
29042 - Stevedore II	28.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
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	25.30
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	16.19
30082 - Engineering Technician II	18.18
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.81
30086 - Engineering Technician VI	37.28
30090 - Environmental Technician	25.23
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	28.04
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	25.72
30462 - Technical Writer II	31.47
30463 - Technical Writer III	38.07
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	29.13
30502 - Weather Forecaster II	35.43
30620 - Weather Observer Combined Upper Air Or	(see 2) 24.49
Surface Programs	
30621 - Weather Observer Senior	(see 2) 26.36
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	13.35***
31030 - Bus Driver	19.87
31043 - Driver Courier	15.54
31260 - Parking and Lot Attendant	9.46***
31290 - Shuttle Bus Driver	16.79
31310 - Taxi Driver	14.85***
31361 - Truckdriver Light	17.08
31362 - Truckdriver Medium	18.59
31363 - Truckdriver Heavy	20.58
31364 - Truckdriver Tractor-Trailer	20.58
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	9.81***
99050 - Desk Clerk	12.20***
99095 - Embalmer	24.97
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	12.50***
99252 - Laboratory Animal Caretaker II	13.74***
99260 - Marketing Analyst	24.77
99310 - Mortician	27.18
99410 - Pest Controller	18.19
99510 - Photofinishing Worker	15.35
99710 - Recycling Laborer	20.33
99711 - Recycling Specialist	25.21
99730 - Refuse Collector	17.88
99810 - Sales Clerk	11.60***
99820 - School Crossing Guard	13.53***
99830 - Survey Party Chief	22.91
99831 - Surveying Aide	16.93
99832 - Surveying Technician	20.82
99840 - Vending Machine Attendant	12.90***
99841 - Vending Machine Repairer	16.68
99842 - Vending Machine Repairer Helper	12.90***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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))."

**ATTACHMENT B**

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY**

**RFP #22-913-32**

**STATEMENT OF QUALIFICATIONS**

<b>BUSINESS NAME:</b>		<b>TELEPHONE NUMBER:</b>	
<b>BUSINESS ADDRESS:</b>		<b>FAX NUMBER AND EMAIL ADDRESS:</b>	
<b>LOUISIANA STATE APPLICATORS LICENSE #</b>	<b>NAME AND TITLE OF PERSON SUBMITTING:</b>		

**EMPLOYEES WHO WILL PERFORM UNDER THIS CONTRACT (Attach a copy of each applicable license/certification). Use additional sheets if necessary.**

<b>NAME</b>	<b>TITLE</b>	<b>LA STATE CONTRACTORS LICENSE NUMBER</b>

**RELEVANT AND PAST EXPERIENCE (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work (attach additional sheets if necessary))**

<b>AGENCY/COMPANY NAME:</b>	<b>TELEPHONE NUMBER:</b>	<b>DOLLAR AMOUNT:</b>
<b>PROJECT DESCRIPTION:</b>	<b>CONTACT PERSON NAME AND EMAIL ADDRESS:</b>	<b>DATE STARTED:</b>
	<b>TITLE:</b>	<b>DATE COMPLETED:</b>

AGENCY/COMPANY NAME:	TELEPHONE NUMBER:	DOLLAR AMOUNT:
PROJECT DESCRIPTION:	CONTACT PERSON NAME AND EMAIL ADDRESS:  TITLE:	DATE STARTED:  DATE COMPLETED:
AGENCY/COMPANY NAME:	TELEPHONE NUMBER:	DOLLAR AMOUNT:
PROJECT DESCRIPTION:	CONTACT PERSON NAME AND EMAIL ADDRESS:  TITLE:	DATE STARTED:  DATE COMPLETED:

**INSURANCE CERTIFICATES (Attach a copy of each Insurance Certificate listed.)**

DESCRIPTION	INSURANCE COMPANY	CERTIFICATE INCLUDED (REQUIRED)
Worker's Compensation		
Commercial General Liability		
Automobile		

**POINT OF CONTACT FOR SERVICES UNDER THIS CONTRACT**

NAME	TITLE	PHONE NUMBER AND EMAIL ADDRESS

**DESCRIPTION OF EQUIPMENT TO BE USED FOR THE PERFORMANCE OF THE CONTRACT (use additional sheets if necessary)**


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

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

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

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 85.38, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The 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)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY**

**RFP #22-913-32**

**CONTRACTOR'S SUMMARY**

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

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

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

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

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

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

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

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

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

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

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

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

Email: \_\_\_\_\_

Taxpayer I.D. No.: \_\_\_\_\_

(Affix Corporate Seal)

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

Subscribed and sworn to

(Notary Public)  
(Seal)

before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_

My Commission expires: \_\_\_\_\_

Date Contractor Signed: \_\_\_\_\_

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY**

RFP #22-913-32

**NON-COLLUSIVE AFFIDAVIT**

(Respondent)

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

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

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

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

The party making the foregoing Proposal/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

\_\_\_\_\_  
Respondent, if 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 \_\_\_\_\_

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY**

**RFP #22-913-32**

**CERTIFICATION OF CONTRACTOR NON-EXCLUSION**

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

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

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

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

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

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

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

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

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

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

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

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY**

**RFP #22-913-32**

**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_  
(Respondent's Name/Title)

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

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

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY  
RFP #22-913-32**

**E-VERIFICATION AFFIDAVIT**

(Employer)

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

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

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

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

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

Signature of

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

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

Sworn to and Subscribed before me:

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

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

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

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY**

**RFP #22-913-32**

**COST PROPOSAL FORM**

<b>TREATMENT TYPE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
Inspection/Initial Treatment <b>SENIOR VILLAGE</b>	100 UNITS	Each	\$	\$
Annual Treatment	14 BLDGS	Each	\$	\$
Inspection/Initial Treatment <b>FISCHER I</b>	20 UNITS	Each	\$	\$
Annual Treatment	10 BLDGS	Each	\$	\$
Inspection/Initial Treatment <b>FISCHER III</b>	103 UNITS	Each	\$	\$
Annual Treatment	54 BLDGS	Each	\$	\$
Inspection/Initial Treatment <b>FISCHER IV</b>	87 UNITS	Each	\$	\$
Annual Treatment	87 BLDGS	Each	\$	\$
Inspection/Initial Treatment <b>FISCHER IVA</b>	16 UNITS	Each	\$	\$
Annual Treatment	16 BLDGS	Each	\$	\$
Inspection/Initial Treatment <b>COMMUNITY CENTER</b>	1 UNIT	Each	\$	\$
Annual Treatment	1 BLDG	Each	\$	\$
Inspection/Initial Treatment <b>MANAGEMENT OFFICE</b>	1 UNIT	Each	\$	\$
Annual Treatment	1 BLDG	Each	\$	\$
<b>TOTAL</b>				\$

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON-CALL TERMITE CONTROL SERVICES AT THE FISCHER HOUSING COMMUNITY  
RFP #22-913-32**

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

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

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

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

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

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

Type of Business:  Corporation  Partnership  Sole Proprietorship  Joint Venture

Attached is the following documentation as evidence of status:

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

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

**For business entity as applicable:**

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

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

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

**For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

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

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

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

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

\_\_\_\_\_  
Date

(Corporate Seal)

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