

**HOUSING AUTHORITY OF NEW ORLEANS**

**REQUEST FOR PROPOSALS**

**FOR**

**ON CALL AGENCY- WIDE HVAC SERVICES - 2019**

**RFP NUMBER: 19-913-10**

**SUBMISSION DATE: THURSDAY, MAY 2, 2019  
2:00 P.M. CST**

**Prepared By:**

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

**Gregg Fortner  
Executive Director**

**Issue Date: Thursday, April 18, 2019**

## TABLE OF CONTENTS

### 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
- 3.5 Required Certifications

### PART IV – PROCUREMENT PROCESS

- 4.1 Proposal Evaluation/Contract Award
- 4.2 Evaluation Criteria

#### Attachment A

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

#### Attachment B

- Statement of Qualifications
- Contractor's Summary
- HUD Form 5369C - Certifications and Representations of Offerors Non-Construction
- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- Acknowledgement of Addenda
- Cost Proposal Form
- Davis-Bacon Wage Rates

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON CALL AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10**

The Housing Authority of New Orleans (HANO) is hereby issuing this Request for Proposals in accordance with its small purchase procedures, whereby competition is received through an informal solicitation process.

HANO is soliciting competitive proposals from Contractors licensed under Louisiana State Licensing Board for Contractors, LA R.S. 37/Rules and Regulations, with a major classification in Building Construction, with a sub classification in air conditioning work, ventilation, refrigeration, and duct work and/or a major classification in Mechanical Work, with a sub classification in heat, air conditioning, ventilation, duct work and refrigeration. HANO is seeking proposals from HVAC contracting and service firms specializing in diagnostic inspection to existing HVAC systems, to provide on call repair services, (up to 463 units), on an on call basis, at various housing developments and scattered site locations.

It is anticipated that one or more contracts may be awarded pursuant to this Request for Proposal. It is anticipated that the contract(s) resulting from this RFP shall be time and materials type contract that provide for payment of direct labor hours at fixed hourly rates, and material at cost plus handling. The contract(s) shall be structured as indefinite quantity type contract(s), where separate Task Orders for the required services will be issued as the need arises.

Sealed responses to this solicitation will be received by HANO in the Office of Procurement and Contracts until **2:00 p.m.** local time on **Thursday, May 2, 2019.**

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

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

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

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**  
Gregg Fortner  
Executive Director

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON CALL AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10**

**INDEX OF SUBMITTAL DOCUMENTS**

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	√	√	√
ACKNOWLEDGEMENT OF ADDENDA (IF ANY)	√	√	
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
COST PROPOSAL FORM	√	√	

**NOTE: ALL REQUIRED SUBMITTAL DOCUMENTS MUST BE SUBMITTED WITH OFFEROR'S PROPOSAL PACKAGE.**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 7. Contract Award

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

(b) The HA may

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

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

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

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

#### 8. Service of Protest

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

#### 9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON CALL AGENCY-WIDE ROOFING SERVICES - 2019  
RFP #19-913-11**

**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:

**Attn: Audrey Plessy, Procurement Manager  
4100 Touro Street  
New Orleans, Louisiana 70122**

**2. Interpretations/Questions**

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective respondent. Requests for interpretation must be made, in writing, at least 3 days before the submission due date and time to:

**Housing Authority of New Orleans  
Department of Procurement and Contracts  
Attn: Audrey Plessy, Procurement Manager  
4100 Touro Street  
New Orleans, LA 70122  
(504) 286-8224 (fax); (504) 670-3448 (phone)**

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

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

During the period of advertisement for this RFP, HANO may wish to amend, add to, or delete from, the contents of this RFP. In such situations, HANO will issue an addendum to the RFP setting forth the nature of the modification(s). 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. Proposal Submission**

Respondents shall submit one (1) original and three (3) copies of the proposal, and all other required submittal documents in a sealed envelope or box clearly marked with the words "RFP Documents" to the Procurement and Contracts Department. All copies of the submittal must be identical in content and organization. The Respondent shall consider and include all requirements outlined in Part II - Submission Requirements.

## **5. Submittal Forms**

Provide, as a part of the proposal, all required certifications and forms, included in **Attachment B**.

## **6. Acceptance of Proposals**

Proposals must be received no later than the proposal submission date and time. Proposals submitted after the designated date and hour will not be accepted for any reason. 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.

## **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.

## **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 Developer(s) 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, or HUD's Limited Denial of Participation website, 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.

## **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 for information purposes only and 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 regarding the RFP. 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 requirements of this solicitation. 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.

[THIS SECTION LEFT BLANK INTENTIONALLY]

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON CALL AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10**

**PART I – GENERAL BACKGROUND INFORMATION**

**1.1 Introduction/Background Information**

HANO is seeking proposals from HVAC contracting and service firms specializing in diagnostic inspection and performance of corrective work and repair to existing HVAC systems, to provide on-call repair services, (up to 463 units), on an on call basis, at the various housing developments and scattered site locations. It is anticipated that one or more contracts may be awarded pursuant to this Request for Proposal.

The contract(s) resulting from this RFP shall be time and materials type contracts that provide for payment of direct labor hours at fixed hourly rates, and materials at cost, plus handling. The contracts shall be structured as indefinite quantity type contracts, where separate Task Orders for the required services will be issued as the need arises.

**PART II - SCOPE OF SERVICES**

The Contractor shall provide sufficient management staff, and personnel with the technical skills and judgement necessary to perform all the duties and responsibilities associated with providing on-call HVAC maintenance, repairs, and replacement services, (up to 463 units), on an on call basis, as described in the Scope of Services.

The HVAC Contractor(s) shall be licensed under Louisiana State Licensing Board for Contractors, LA R.S. 37/Rules and Regulations, with a major classification in Mechanical Work and sub classification in heat, air conditioning, ventilation, duct work and refrigeration. Respondents must document experience in providing the required services. Proposals shall demonstrate the Respondent's capacity and readiness to perform the Scope of Services immediately upon execution of a Contract with HANO. Finally, the proposal shall include evidence of the Contractor's previous experience and qualifications relative to the provision of such services.

The Contractor shall provide HANO with a fixed hourly rate for on call maintenance repairs performed during normal business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.), after normal business hours (Monday – Friday 5:00 p.m. to 8:00 a.m.), and Saturdays, Sundays and Holidays. The work performed pursuant to the Scope of Services shall be performed in accordance with all applicable Federal, State, and local codes, regulations and standards.

The Contractor shall provide HVAC services/repairs upon issuance of a Task Order by HANO.

Services required are as follows:

**A. BASIC AND REQUIRED SERVICES**

Upon an initial call to the site, the Contractor shall inspect the HVAC unit(s) and submit in writing to HANO on its company letterhead an Initial Diagnostic Inspection (Contractor's formal quote

for services). The inspection shall include a service/repair plan of action. Upon receipt, HANO shall prepare and issue a Task Order to be fully executed by the Contractor and HANO initiating the start of work. Upon receipt of the Task Order, the Contractor shall dispatch a technician to the unit location, and begin service/repairs based on the required Response Time described therein. The Contractor/Technician shall contact the HANO representative when in route to the unit location to provide an estimated time of arrival.

Task Orders for services shall be performed at the contractors' hourly rates (materials at cost plus handling), which will establish a fixed price for each Task Order.

The Contractor/Technician shall perform HVAC services, which shall include but may not be limited to the following:

1. Thoroughly inspect and provide diagnostic analysis of the HVAC system in an effort to determine the source of the malfunction.
2. Performance of services:
  - a. Calibrate & level thermostat
  - b. Monitor fan motor amps/volts
  - c. Inspect & lubricate bearings
  - d. Flush & treat condensate drain
  - e. Inspect condenser coil
  - f. Inspect refrigerant level & pressure (Replacement of refrigerant is an added cost)
  - g. Inspect float switches for proper operation
  - h. Tighten electrical connections
  - i. Test/inspect contactors for burned pitted contacts
  - j. Inspect electrical system for exposed wiring
  - k. Test & inspect capacitors
  - l. Inspect fan blade
  - m. Clean condenser coil & remove debris
  - n. Inspect service valves for proper operation
  - o. Measure temperature difference (supply/return)
  - p. Inspect ductwork for energy loss (if accessible)
  - q. Check filter(s) and replace if necessary (Replacement is an added cost)
  - r. Monitor compressor for proper amperage, volt draw, wiring connections, suction, discharge pressure and pressure temperature

- s. Check condensing unit for insect infestation, weeds or other potential obstructions, and report any findings to HANO personnel for further action.

Upon completion of the Task Order for service/repair, the Contractor shall:

1. Thoroughly clean the service area and remove all trash generated by the work performed. Work area is to be left in a condition equal to or better than it was prior to the start of work.
2. Remove and dispose of trash off-site, in accordance with the required disposal method. The Contractor shall not use or dispose of trash in receptacles on site.
3. Inform on site HANO personnel when leaving the site.

#### **B. RESPONSE TIME FOR HVAC SERVICES**

- **Emergency Repairs – Essential** – Emergency service to a HVAC system is deemed “essential” when a system has failed and hazardous conditions arise that pose a threat to life/health/safety of resident(s). Upon receipt of a request to perform an Initial Diagnostic Inspection, the Contractor shall respond and conduct the on-site inspection within 48-72 hours (during normal regular business hours). The Contractor must submit a written cost to complete the work in accordance with the fixed hourly rates established in their cost proposal. The Contractor shall complete the repair services within 24-48 hours upon issuance of a Task Order fully executed by HANO.
- HANO must be notified within 24 hours if there are extenuating circumstances that prevent the Contractor from completing the emergency repairs within the established timeframe.
- **Routine Repairs** – Services to HVAC systems are deemed “routine” when a HVAC system is in need of repairs and there is no threat to life/health/safety of resident(s). Upon receipt of a request to perform an Initial Diagnostic Inspection, the Contractor shall respond and conduct the on-site inspection within two (2) days (during normal regular business hours). The Contractor must submit a written cost to complete the work in accordance with the fixed hourly rates established in their cost proposal. The Contractor shall complete the repair services within five (5) calendar days upon issuance of a Task Order fully executed by HANO.
- HANO must be notified within 24 hours if there are extenuating circumstances that prevent the Contractor from completing the routine repairs within the established timeframe.

A HANO representative will classify the repair services based on the Initial Diagnostic Inspection. The Contractor will receive Task Orders, via email, for services to be performed at the contractors' hourly rates (materials at cost plus handling), which will establish a fixed price for each Task Order.

## C. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1. Protect all adjacent facilities, utilities, site improvement, landscaping, fixtures, furnishings and finishes from damages and repair any and all damages resulting from the performance of its activities
2. Provide proper supervision for all field operations
3. Wear company uniforms and carry visible identification cards when working at a HANO property.
4. Check-in and out with on-site HANO personnel and/or the Property Management Office for each visit to a site prior to beginning the work, and at the conclusion of services.

## D. REPORT

1. The Contractor shall submit to HANO a detailed report, as part of the Initial Diagnostic Inspection (Contractor's formal quote for services) for each Task Order issued. The report may be in the Contractor's standard format, provided that the following information is included at a minimum:
  - a. Date & time of fully executed Task Order issuance
  - b. Date, start & time of completion for the initial diagnostic assessment; and performance of work. [Failure to include the "start" and "completion" time may result in a maximum approval of two (2) hours.]
  - c. Name of the Housing Community, and the unit address where the initial inspection and work was performed
  - d. Detailed description of the cause of the problem, and the work performed
  - e. Detailed breakdown of costs, (hourly rates + materials and handling)
  - f. Completion of work signature line for HANO Personnel (indicates that the work was performed)
  - g. Completion of work signature line for Contractor/Technician (indicates that the work was performed).

**NOTE:** *The Report must be submitted to HANO within three (3) business days of completion of the Initial Diagnostic Inspection, and performance of the service/repair work.*

## **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 form in its entirety, and provide copies of documents where indicated. In the space provided on the form, identify by name and job classification 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 five (5) years' experience performing HVAC maintenance and repair 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**

Describe your company's ability to perform HVAC maintenance and repair services on an emergency basis on the Statement of Qualifications Form **(ATTACHMENT B)**. Include the contact information for the person responsible for Emergency Response Time Services. Explain your company's process for responding to an Initial Diagnostic Inspection and Task Order, from which company personnel will be dispatched. Describe your company's ability to perform the work performed under this contract in a timely manner.

### **3.4 Cost Proposal Form**

Complete the Cost Proposal Form provided in **(ATTACHMENT B)**. Proposals shall include a lump sum cost for an Initial Diagnostic Inspection, and hourly rates (materials at cost plus handling) for HVAC services, which will establish a fixed price for each Task Order.

### **3.5 Required Forms/Certifications**

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

- Statement of Qualifications
- Contractor's Summary
- HUD Form 5369-C - Certifications and Representations of Offerors

- Non-Collusive Affidavit
- Certification of Contractor Non-Exclusion
- Acknowledgement of Addenda (if any)
- Cost Proposal Form

## **PART IV      PROCUREMENT PROCESS**

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

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents that will comprise the competitive range, from which final selection will be made. Stage II of the evaluation process will be reserved for the short listed respondents only, and will be the basis for ultimate contract award. 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. Cost proposals may be evaluated separately by the Contracting Officer and/or his designee(s). Scoring will be based on predetermined Evaluation Criteria contained in the solicitation. The available points associated with each area of consideration are shown. The results of the evaluation will be used to determine those respondents to be included in the competitive range. The results of the evaluation of both technical and cost proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

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 firms may be requested to supply additional information to assist in completing the due diligence review. Failure to satisfactorily complete the due diligence review within the timeframe established by HANO will result in exclusion from the short list.

Stage II of the evaluation process may entail presentation/interviews with the respondents on the short list. 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 pose questions emanating from their review of the written responses and obtain clarifications. Upon completion of the negotiations/interviews, HANO will establish a date and time for submission of Best and Final Offers. Upon receipt of Best and Final Offers, Stage II evaluation will be conducted 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. HANO further reserves the right to forego Stage II of the evaluation process and enter into negotiations with the highest ranked respondents from Stage I of the evaluation process. If an Agreement cannot be negotiated with the firm(s), HANO will terminate negotiations. Any 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.

## 4.2 Evaluation Criteria

### Evaluation Criteria

---

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

---

<b>Total Possible Points</b>	<b>100 Points</b>
------------------------------	-------------------

[THIS SECTION LEFT BLANK INTENTIONALLY]



# 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. 3/31/2020)

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

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

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

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

### 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.

### 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.
- (c) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 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) A 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

---

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 AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10**

**SUPPLEMENTAL CONDITIONS**

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

**Contract Type/Contract Price**

It is anticipated that one or more contracts may be awarded pursuant to this Request for Proposal. It is anticipated that the contract(s) resulting from this RFP shall be time and materials type contract(s) that provide for payment of direct labor hours at fixed hourly rates, and material at cost plus handling. The contract(s) awarded shall be structured as indefinite quantity type contract(s), where separate Task Orders for the required services will be issued as the need arises on an on call basis.

All Work performed under the Contract(s) shall be in the cumulative not-to-exceed amount of \$54,090.79 per year. HANO reserves the right to assign Work under this Contract, in accordance with its needs, to the Contractor(s) whom it believes will provide the most benefit to the Authority.

Costs for services shall be stated in hourly rates as specified on the Cost Proposal Form contained in **(ATTACHMENT B)**. Materials purchased for all services and repairs pursuant to this contract shall not include Sales Tax. Purchases of materials and equipment for services performed under this contract are made on behalf HANO, and are tax exempt. A Louisiana State Tax Exempt Form for the purchase of materials or supplies will be furnished to the awarded contractor(s) upon execution of a contract.

**Term of Contract**

This Contract shall be for an initial period of one (1) year, with an option to extend for two (2) additional one (1) year extensions. The option shall only be exercised if the Contractor(s) has satisfactorily performed under the Contract. Contract extensions will not be automatic and must be approved by HANO. Services provided during the option period shall be negotiated prior to the execution of a contract extension, if required.

**Initial Diagnostic Inspections and Task Orders**

A HANO representative will classify the repair services based on an Initial Diagnostic Inspection submitted to HANO for review on the Contractor's Official Company Letterhead. Upon receipt, HANO will prepare a Task Order for services, at the contractors' hourly rates (materials at cost plus handling), which will establish a fixed price for each Task Order.

The number of hours charged for services shall commence upon arrival at the site and end at the time of departure. Other than the lump sum cost for the **Initial Diagnostic Inspection** charge, a minimum charge shall not be allowed.

Work shall be issued via written Task Order, which must be executed by the Contractor and HANO prior to the start of work. The time of completion will be indicated on each Task Order. Once fully executed, the Task Order shall serve as the Notice to Proceed, and work may begin. Task Orders

placed prior to, but not completed by the expiration of the Contract, must be completed in accordance with all provisions of the Contract still in full force.

### **Invoicing**

Invoices shall be submitted monthly to the Department of Finance. The invoice shall provide an invoice number, service date, Purchase Order number, Task Order number, a description of services provided, and the name/title of employee(s) who rendered the services. Invoices shall be submitted on the Contractor's own invoice.

The name of the Housing Community, and the unit address where the initial inspection and work was performed shall be clearly noted on the invoice. Invoices must be separate per location, but may include multiple unit addresses.

### **Payments**

All vendors should submit invoices to the Finance Department, with a copy to the Department of Modernization and Development, 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>.**

### **Overtime Hours**

Overtime hours and/or holiday hours worked will be paid pursuant to approved hourly rates as set forth in Respondent's Cost Proposal.

### **Insurance**

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

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
- Minimum Commercial General Liability Insurance of \$500,000 Bodily Injury and \$500,000 Property Damage to protect the Contractor and the Housing Authority
- Minimum 500,000 Automobile Liability

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

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

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

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

#### **Termination for Convenience and Default**

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

### **Rules, Regulations, and Licensing Requirements**

The successful Offeror 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 Offeror shall comply with all laws, ordinances and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the delivery of services.

### **Public Access to Procurement Information/Confidentiality**

All information submitted in response to a solicitation issued by the Housing Authority of New Orleans (HANO) shall remain confidential until after final approval by HANO's Board of Commissioners and/or the United States Department of Housing and Urban Development (HUD). HANO's policy regarding public access is in strict accordance with the guidelines set forth in its Procurement Policy, Section 5.3.4, HUD Handbook 7460.8 REV 2, Section 1.6, Public Access to Procurement Information and Section 7.2 (J) Confidentiality. Furthermore, pursuant to Louisiana Revised Statute 40:526(8), HANO shall not disclose information submitted to HANO in confidence in response to this RFQ, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.



## **Indemnification**

The successful Offeror 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 Offeror, its officers, officials, agents, employees, and subcontractors, including, but not limited to, the enforcement of the indemnification provision. The successful Offeror 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 Offeror of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this RFQ will survive the expiration or termination of that contract.

## **Ethics Policy**

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

## **Respondent Status**

The successful Offeror will be held to be an independent Contractor, and not an employee of HANO.

## **Assignment**

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

## **Advertising**

The successful Offeror shall not be permitted to advertise or promote the fact of their relationship with HANO in the course of marketing efforts, unless HANO provides express written approval prior to such advertising.

## **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.

## **Drug Free Workplace**

The Offeror must comply with the federal requirements of the Drug Free Workplace Act including mandatory drug screening for applicants and employees, and drug treatment opportunities as needed.

**ATTACHMENT B**

HOUSING AUTHORITY OF NEW ORLEANS  
 REQUEST FOR PROPOSALS  
 FOR  
 ON CALL AGENCY-WIDE HVAC SERVICES  
 RFP #19-913-10

**STATEMENT OF QUALIFICATIONS**

<b>BUSINESS NAME:</b>	<b>TELEPHONE NUMBER:</b>
<b>BUSINESS ADDRESS:</b>	<b>FAX NUMBER:</b>
<b>LOUISIANA STATE CONTRACTORS 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.

NAME	TITLE	LICENSE/ CERTIFICATION INCLUDED (YES OR N/A)

**BUSINESS REFERENCES** (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.)

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

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

**24-HOUR CONTACT PERSON**

NAME	TITLE	PHONE NUMBER

**ABILITY TO PERFORM SERVICES (use additional sheets if necessary)**


\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Printed Name of Signatory)

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

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

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON CALL AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10**

**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.

\_\_\_\_\_  
(Name of Firm)

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

\_\_\_\_\_  
(Printed Name of Signatory)

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: \_\_\_\_\_

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

**1. Contingent Fee Representation and Agreement**

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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

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

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

HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON CALL AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10

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 AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10**

**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 AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10**

**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: \_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

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

\_\_\_\_\_  
(Printed Name and Title of Signatory)

**HOUSING AUTHORITY OF NEW ORLEANS  
REQUEST FOR PROPOSALS  
FOR  
ON CALL AGENCY-WIDE HVAC SERVICES  
RFP #19-913-10**

**COST PROPOSAL FORM**

The Contractor shall provide sufficient management staff, and personnel with the technical skills and judgement necessary to perform all the duties and responsibilities associated with providing on-call agency-wide HVAC repair services, (up to 463 units), on an on call basis, at various housing developments and scattered site locations identified in this RFP.

Direct labor hour costs shall include wages, overhead, profit, labor burden and general administrative costs incidental to the performance of the Work. Materials will be paid at cost, plus handling upon submission of an approved invoice.

1. Initial Diagnostic Inspection Cost- Lump sum cost for each site visit  
\$ \_\_\_\_\_.

2. Services/Repairs shall be performed at the hourly rates listed below:

Normal Business Hours (Monday – Friday 8:00 a.m. to 5:00 p.m.):

- Contractor/Technician: \$ \_\_\_\_\_ per hour
- Apprentice \$ \_\_\_\_\_ per hour
- Laborer: \$ \_\_\_\_\_ per hour

After Business Hours (Monday – Friday 5:00 p.m. to 8:00 a.m.); and Weekends & Holiday Hours:

- Contractor/Technician: \$ \_\_\_\_\_ per hour
- Apprentice \$ \_\_\_\_\_ per hour
- Laborer: \$ \_\_\_\_\_ per hour

\_\_\_\_\_  
(Name of Firm)

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

\_\_\_\_\_  
(Printed Name and Title of Signatory)

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

General Decision Number: LA190001 03/22/2019 LA1

Superseded General Decision Number: LA20180001

State: Louisiana

Construction Type: Residential

Counties: Acadia, Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Lafourche, Livingston, Orleans, Ouachita, Plaquemines, Rapides, St Bernard, St Charles, St James, St John the Baptist, St Landry, St Martin, St Tammany, Terrebonne, Webster and West Baton Rouge Counties in Louisiana.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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).

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	03/22/2019

ELEC0130-003 12/03/2018

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. MARTIN (Southern Portion), and TERREBONNE PARISHES

Rates

Fringes

ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....\$ 30.93 11.78

-----  
 ELEC0194-002 09/03/2018

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 28.25	11.85

-----  
 ELEC0446-002 09/01/2018

OUACHITA PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 17.90	1%+11.67

-----  
 ELEC0576-003 09/01/2018

RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 25.10	4.25%+7.65

-----  
 ELEC0861-002 09/01/2018

ACADIA, CALCASIEU, LAFAYETTE, AND ST. MARTIN (Northern Portion) PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 27.78	13.25

-----  
 ELEC0995-003 12/31/2018

ASCENSION, EAST BATON ROUGE, LIVINGSTON, ST. LANDRY, AND WEST BATON ROUGE PARISHES

	Rates	Fringes
ELECTRICIAN (including low		

voltage wiring and  
 installation of fire alarms  
 and security systems).....\$ 26.08 11.15

-----  
 ELEC1077-006 10/29/2018

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring and installation of fire alarms and security systems).....	\$ 24.53	3%+8.93

-----  
 PLUM0060-005 12/03/2018

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST.  
 CHARLES, ST. JAMES (Southeastern Portion), ST. JOHN THE  
 BAPTIST, ST. TAMMANY, AND TERREBONNE PARISHES

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 29.40	12.39

-----  
 PLUM0106-003 06/01/2014

ACADIA, CALCASIEU, LAFAYETTE, ST. LANDRY, and ST. MARTIN  
 (Western Portion) PARISHES

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 25.90	13.65

-----  
 \* PLUM0141-003 08/01/2018

BOSSIER, CADDO, and WEBSTER PARISHES

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 26.82	13.43

-----  
 PLUM0198-002 01/01/2016

ASCENSION, EAST BATON ROUGE, LIVINGSTON , ST. JAMES  
 (Northwestern Portion), ST. MARTIN (Eastern Portion), AND WEST  
 BATON ROUGE PARISHES

	Rates	Fringes
PLUMBER (including HVAC pipe)....	\$ 29.38	11.40

-----  
 PLUM0247-004 05/01/2017

RAPIDES PARISH

	Rates	Fringes
--	-------	---------

PLUMBER (including HVAC pipe)....\$ 26.00 3.25%+11.54

-----  
 PLUM0659-004 07/01/2015

OUACHITA PARISH

	Rates	Fringes
PLUMBER (including HVAC pipe)....\$	26.33	8.97

-----  
 SHEE0214-003 07/01/2009

Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Tammany, and Terrebonne Parishes

	Rates	Fringes
SHEET METAL WORKER (includes HVAC Duct).....\$	24.54	9.65

-----  
 SHEE0214-005 02/01/2009

Acadia, Ascension, Calcasieu, East Baton Rouge, Lafayette, Livingston, St. Landry, St. Martin, and West Baton Rouge Parishes

	Rates	Fringes
SHEET METAL WORKER (includes HVAC Duct).....\$	24.37	9.205

-----  
 SHEE0361-004 07/01/2012

BOSSIER, CADDO, OUACHITA, RAPIDES, AND WEBSTER PARISHES

	Rates	Fringes
Sheet Metal Worker (including HVAC duct).....\$	26.09	10.22+3%

-----  
 SULA2004-012 06/15/2004

	Rates	Fringes
CARPENTER (including drywall hanging, metal stud installation, and formbuilding/formsetting).....\$	11.78	0.00

Laborer, common.....\$	8.01	0.00
------------------------	------	------

PAINTER

Brush, Roller, and Spray....\$	11.38	.83
Drywall Finishing.....\$	12.71	.78

Power Equipment Operator

Crane.....	\$ 13.00	0.00
ROOFER.....	\$ 10.11	2.01

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon 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 a 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).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,



2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION