

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS
GROUNDS MAINTENANCE EQUIPMENT ACQUISITION AND REPAIR**

REQUEST FOR QUOTES #22-913-43

**4100 TOURO STREET
NEW ORLEANS, LA 70122
PHONE: (504) 670-3448
FAX: (504) 286-8224
DATE: Friday, August 19, 2022**

COMPANY NAME: _____

ADDRESS: _____

CONTACT: _____

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

Sr. Procurement Specialist: Thelma Bowers

QUOTE DUE BY: Friday, September 2, 2022 @ 2:00 p.m.

SCOPE OF SERVICES:

SEE ATTACHED

SPECIAL INSTRUCTIONS:

1. All quotes and required submittal documents shall be hand delivered, sent via U.S. Mail, or emailed by the due date and time, in accordance with the Instructions to Offerors-Non Construction contained herein, to Bejide Legania, Procurement Manager, Department of Procurement and Contracts, 4100 Touro Street, New Orleans, LA 70122 or blegania@hano.org.
2. Refer to the Index of Submittal Documents for a list of required documents.
3. All questions are to be submitted in writing to Thelma Bowers, Sr. Procurement Specialist, at tbowers@hano.org.

QUOTE VALID UNTIL: _____

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

THIS IS NOT AN ORDER REQUEST

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HUD FORM 5369-B

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- Davis-Bacon Wage Rates

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INDEX OF SUBMITTAL DOCUMENTS

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

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

DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPOATE SEAL REQUIRED
HUD FORM 5369-C CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS NON- CONSTRUCTION	√	√	
CONTRACTOR'S SUMMARY SHEET	√	√	
CERTIFICATION OF CONTRACTOR NON-EXCLUSION	√	√	
NON-COLLUSIVE AFFIDAVIT	√	√	√
ACKNOWLEDGEMENT OF ADDENDA	√	√	
STATEMENT OF BIDDERS QUALIFICATIONS	√	√	
COST PROPOSAL FORM	√	√	

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

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SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

Item #1: Modify Clause 1 – Preparation of Offers

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

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

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

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

Item #2: Modify Clause 2 - Submission of Offers

1. Add the following to paragraph:

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

2. Add the following paragraph to (a):

Deliver one (1) complete set to the Department of Procurement and Contracts at the following address:

**Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street,
New Orleans, Louisiana 70122
Bejide Legania, Procurement Manager or email:
blegania@hano.org**

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

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

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Item #3: Clause 3 – Amendments to Solicitations

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

Amendments must be acknowledged. All Amendments to Request for Quotes will be on file in the offices of the Housing Authority of New Orleans, Department of Procurement and Contracts at least 24 hours before the date and time quotes are due.

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

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

- (1) All requests/explanations shall be forwarded in writing no later than 2:00 p.m. Friday, August 26, 2022 to:

**Housing Authority of New Orleans
Department of Procurement and Contracts
4100 Touro Street, New Orleans Louisiana 70122
Attn: Thelma Bowers, Office Administrator
(504) 670-3448 (Office) - (504) 286-8224 (Fax)
Email – tbowers@hano.org**

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

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

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

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

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

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

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

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

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

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

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

THIS SECTION INTENTIONALLY LEFT BLANK

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SCOPE OF SERVICES

Services Needed:

The Contractor shall perform maintenance needs for power equipment, riding and push mowers, weed edgers, backpack blowers, weed trimmers, chainsaws, riding tractors, Bob Cat construction equipment, tow behind mowing decks and hedge trimmers. The Contractor shall perform preventive maintenance on all equipment. The Contractor shall provide replacement parts and supplies needed to self-maintain equipment and be able to order new equipment for Grounds Maintenance needs.

Quotes to provide the following:

1. Percentage of mark-up and/or discount to order replacement parts and supplies for self-maintaining grounds maintenance equipment. And to acquire new grounds maintenance equipment (0% or higher)
2. Hourly rate to perform maintenance repairs on existing Grounds Maintenance Equipment

Contractual requirements:

1. Additional Time and Material Charges must be approved by HANO on a "Not to Exceed" basis prior to commencement of such work.
2. Approval and execution of all contracts with HANO and subsequent payments thereon are conditioned upon all business activities, being properly licensed by State of Louisiana with a Business License.

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CONTRACTOR'S SUMMARY SHEET

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

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

(Offeror's Name)

(Louisiana Contractor's License Number)

By: _____
(Printed or Typed Name)

Title: _____

Date: _____

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

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Email address: _____

Taxpayer I.D. No.: _____

Date Contractor Signed: _____

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STATEMENT OF BIDDER'S QUALIFICATIONS

Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

BUSINESS NAME:			
AVG. ANNUAL SALES (LAST 3 YEARS):	CURRENT WORTH:	NET	DATE BUSINESS STARTED:
PARENT COMPANY (IF AFFILIATE):		PREVIOUS BUSINESS NAME:	

OFFICERS, OWNERS, OR PARTNERS

NAME	OFFICIAL CAPACITY

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN COMPANY NAME

NAME	OFFICIAL CAPACITY

BANK REFERENCE

BANK NAME:	ADDRESS:
CONTACT PERSON:	TELEPHONE NO.:

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STATEMENT OF BIDDER'S QUALIFICATIONS (CONT.)

QUALITY ASSURANCE

YES NO

A. Has the Bidder successfully completed three similar projects within the past five years?		
B. Over the past five years, has the Bidder completed all of their projects within the contract time frame and budget?		
C. Over the past five years, has the Bidder ever been Terminated for Default by any public entity?		
D. Over the past five years, has the Bidder ever been issued a finding of non-compliance by HANO relative to DBE, WBE and Section 3 Employment and Contracting?		
E. Over the past five years, has the Bidder ever been issued a finding of non-compliance relative to Davis Bacon Wage Requirements?		

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.) Please attach additional pages if additional space is needed.

AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO.:
AGENCY/COMPANY NAME:	ACTIVITY:	DOLLAR AMOUNT:
DATE COMPLETED:	CONTACT PERSON:	TELEPHONE NO:

The undersigned covenants and agrees to provide the Housing Authority of New Orleans current, complete, and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Housing Authority of New Orleans or the U.S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

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SIGNATURE OF PRINCIPAL:	PRINTED NAME OF PRINCIPAL:	DATE SIGNED:
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CERTIFICATION OF CONTRACTOR NON-EXCLUSION

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

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

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

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

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

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

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

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

(Print)

(Date)

(Signature)

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SUPPLEMENTAL CONDITIONS

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

Contract Type

The Contract resulting from this solicitation shall be a firm fixed price contract.

Term of Contract

The contract shall be for an initial period of three (3) years, with an option to extend for two (2) additional one-year periods. The option shall only be exercised if the contractor has satisfactorily performed under the contract. Contract extensions will not be automatic and must be approved by HANO. Services provided during the option period shall continue at the same rates negotiated for the initial contract period. Any outstanding tasks issued prior to the completion date of this Contract are considered part of this Contract.

Options

The option shall only be exercised if the Contractor has satisfactorily performed under the Contract terms and conditions. Contract extensions will not be automatic and must be approved by HANO.

If this contract meets or exceeds the Small Purchase Threshold amount of \$250,000, approval must be requested of HANO's Board of Commissioners.

Invoicing

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

Payments

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

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

Insurance

Prior to commencement of the Contract resulting from this solicitation, the Contractor shall procure and maintain at all times and at Contractor's own expense, the types of insurance specified below.

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

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

The Contractor shall be required to furnish the Housing Authority of New Orleans' Procurement and Contracts Department, 4100 Touro St, New Orleans, Louisiana, original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The 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.

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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 RFQ 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.

Rights, Use, and Ownership of Assessment Materials

Assessment materials generated as a result of performing the Scope of Work contained in this Contract shall be confidential and proprietary, and shall be for the exclusive use and ownership of the Housing Authority of New Orleans. Such materials shall include, but not be limited to data, cost estimates, and reports generated that contain descriptive and/or identifying information regarding individual properties owned by HANO and/or HANO's portfolio of properties. Such materials shall not be shared, signed, sold

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or disclosed to parties other than those named on the contract without the express written permission of the Housing Authority of New Orleans' Contracting Officer. Any violations of this provision shall be considered a breach of, and grounds for immediate termination in accordance with these Supplemental Conditions.

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.

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.

Third Part Claims on Software

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

Respondent Status

The successful Respondent 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 respondent 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.

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NON-COLLUSIVE AFFIDAVIT

(Respondent)

State of _____

City/Parish of _____

_____ Being duly sworn, deposes and says:

(Name)

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

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

Signature of

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 _____

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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: _____

(Company Name)

BY: _____
(Signature)

Name/Title (Printed)

Date

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COST PROPOSAL FORM

Percent markup or discount for the purchase of replacement parts and/or new equipment.

Note: Any percent mark-up proposal over 15% will be deemed excessive and not considered.

REPLACEMENT PARTS	NEW EQUIPMENT
_____ % Mark-Up	_____ % Mark-Up
_____ % Discount	_____ % Discount

The Respondent, understands all rates hereby include all salary related expenses, including, without limitation, travel and fuel cost/reimbursement, all general and administrative overhead, design, engineering and profit. No other mark-ups or surcharges will be allowed to these rates. The Respondent, understands all the requirements of the work set out in the "Information for Respondents" and the "General Specifications" of the Proposal package for this Grounds Maintenance Equipment Acquisition and Repair Services Contract and agrees to perform the work for the following amounts:

SERVICE TYPE	COST
Standard Rate	\$ _____ per hour
Delivery or pick-up Rate (one way)	\$ _____ per occurrence

 COMPANY NAME

 NAME/TITLE (PRINTED)

BY: _____
 (SIGNATURE)

 DATE

**HOUSING AUTHORITY OF NEW ORLEANS
PROCUREMENT AND CONTRACTS
GROUNDS MAINTENANCE EQUIPMENT ACQUISTION AND REPAIR
REQUEST FOR QUOTES #22-913-43**

ATTACHMENT A

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5189
Revision No.: 23
Date Of Last Revision: 07/14/2022

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

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

State: Louisiana

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

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.02
01012 - Accounting Clerk II		16.86
01013 - Accounting Clerk III		18.86
01020 - Administrative Assistant		23.95
01035 - Court Reporter		26.98
01041 - Customer Service Representative I		13.54***
01042 - Customer Service Representative II		14.77***
01043 - Customer Service Representative III		16.58
01051 - Data Entry Operator I		13.62***
01052 - Data Entry Operator II		15.05
01060 - Dispatcher Motor Vehicle		19.22
01070 - Document Preparation Clerk		17.50
01090 - Duplicating Machine Operator		17.50
01111 - General Clerk I		13.43***
01112 - General Clerk II		14.65***
01113 - General Clerk III		16.47
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		14.31***
01191 - Order Clerk I		14.80***
01192 - Order Clerk II		16.15
01261 - Personnel Assistant (Employment) I		16.73
01262 - Personnel Assistant (Employment) II		18.71
01263 - Personnel Assistant (Employment) III		20.85
01270 - Production Control Clerk		27.15
01290 - Rental Clerk		14.88***
01300 - Scheduler Maintenance		17.56
01311 - Secretary I		17.56
01312 - Secretary II		19.65
01313 - Secretary III		21.90
01320 - Service Order Dispatcher		17.19
01410 - Supply Technician		23.95
01420 - Survey Worker		16.60
01460 - Switchboard Operator/Receptionist		14.06***

01531 - Travel Clerk I	19.66
01532 - Travel Clerk II	20.93
01533 - Travel Clerk III	22.54
01611 - Word Processor I	14.63***
01612 - Word Processor II	16.43
01613 - Word Processor III	18.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.09
05010 - Automotive Electrician	20.24
05040 - Automotive Glass Installer	18.92
05070 - Automotive Worker	18.92
05110 - Mobile Equipment Servicer	16.28
05130 - Motor Equipment Metal Mechanic	21.39
05160 - Motor Equipment Metal Worker	18.92
05190 - Motor Vehicle Mechanic	21.39
05220 - Motor Vehicle Mechanic Helper	14.97***
05250 - Motor Vehicle Upholstery Worker	17.62
05280 - Motor Vehicle Wrecker	18.92
05310 - Painter Automotive	20.24
05340 - Radiator Repair Specialist	18.92
05370 - Tire Repairer	14.06***
05400 - Transmission Repair Specialist	21.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.79***
07041 - Cook I	13.07***
07042 - Cook II	15.38
07070 - Dishwasher	10.56***
07130 - Food Service Worker	9.39***
07210 - Meat Cutter	14.52***
07260 - Waiter/Waitress	8.98***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.28
09040 - Furniture Handler	12.60***
09080 - Furniture Refinisher	19.15
09090 - Furniture Refinisher Helper	14.59***
09110 - Furniture Repairer Minor	17.16
09130 - Upholsterer	19.15
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.36***
11060 - Elevator Operator	11.28***
11090 - Gardener	19.17
11122 - Housekeeping Aide	11.28***
11150 - Janitor	11.28***
11210 - Laborer Grounds Maintenance	14.07***
11240 - Maid or Houseman	11.11***
11260 - Pruner	12.38***
11270 - Tractor Operator	17.45
11330 - Trail Maintenance Worker	14.07***
11360 - Window Cleaner	12.83***
12000 - Health Occupations	

12010 - Ambulance Driver	21.29
12011 - Breath Alcohol Technician	21.29
12012 - Certified Occupational Therapist Assistant	28.92
12015 - Certified Physical Therapist Assistant	28.90
12020 - Dental Assistant	16.57
12025 - Dental Hygienist	36.96
12030 - EKG Technician	28.90
12035 - Electroneurodiagnostic Technologist	28.90
12040 - Emergency Medical Technician	21.29
12071 - Licensed Practical Nurse I	18.10
12072 - Licensed Practical Nurse II	20.25
12073 - Licensed Practical Nurse III	22.57
12100 - Medical Assistant	15.16
12130 - Medical Laboratory Technician	28.12
12160 - Medical Record Clerk	18.64
12190 - Medical Record Technician	21.32
12195 - Medical Transcriptionist	16.87
12210 - Nuclear Medicine Technologist	37.03
12221 - Nursing Assistant I	11.73***
12222 - Nursing Assistant II	13.18***
12223 - Nursing Assistant III	14.38***
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	16.47
12236 - Optical Technician	18.10
12250 - Pharmacy Technician	17.59
12280 - Phlebotomist	16.78
12305 - Radiologic Technologist	28.46
12311 - Registered Nurse I	26.17
12312 - Registered Nurse II	33.59
12313 - Registered Nurse II Specialist	33.59
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III Anesthetist	40.65
12316 - Registered Nurse IV	48.72
12317 - Scheduler (Drug and Alcohol Testing)	26.37
12320 - Substance Abuse Treatment Counselor	19.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.81
13012 - Exhibits Specialist II	24.54
13013 - Exhibits Specialist III	30.02
13041 - Illustrator I	19.74
13042 - Illustrator II	24.45
13043 - Illustrator III	29.91
13047 - Librarian	29.02
13050 - Library Aide/Clerk	15.07
13054 - Library Information Technology Systems Administrator	26.21
13058 - Library Technician	17.61
13061 - Media Specialist I	18.91
13062 - Media Specialist II	21.15
13063 - Media Specialist III	23.58

13071 - Photographer I	16.89
13072 - Photographer II	18.90
13073 - Photographer III	23.41
13074 - Photographer IV	28.63
13075 - Photographer V	34.64
13090 - Technical Order Library Clerk	18.28
13110 - Video Teleconference Technician	23.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.95
14042 - Computer Operator II	21.20
14043 - Computer Operator III	23.64
14044 - Computer Operator IV	26.27
14045 - Computer Operator V	29.09
14071 - Computer Programmer I	(see 1) 21.79
14072 - Computer Programmer II	(see 1) 25.53
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.95
14160 - Personal Computer Support Technician	26.27
14170 - System Support Specialist	32.06
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.98
15020 - Aircrew Training Devices Instructor (Rated)	36.28
15030 - Air Crew Training Devices Instructor (Pilot)	43.48
15050 - Computer Based Training Specialist / Instructor	29.98
15060 - Educational Technologist	25.62
15070 - Flight Instructor (Pilot)	43.48
15080 - Graphic Artist	22.54
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.48
15086 - Maintenance Test Pilot Rotary Wing	43.48
15088 - Non-Maintenance Test/Co-Pilot	43.48
15090 - Technical Instructor	20.51
15095 - Technical Instructor/Course Developer	25.09
15110 - Test Proctor	16.55
15120 - Tutor	16.55
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	12.53***
16030 - Counter Attendant	12.53***
16040 - Dry Cleaner	14.33***
16070 - Finisher Flatwork Machine	12.53***
16090 - Presser Hand	12.53***
16110 - Presser Machine Drycleaning	12.53***
16130 - Presser Machine Shirts	12.53***
16160 - Presser Machine Wearing Apparel Laundry	12.53***
16190 - Sewing Machine Operator	15.05
16220 - Tailor	16.04
16250 - Washer Machine	13.12***

19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.81
19040 - Tool And Die Maker	31.77
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.73
21030 - Material Coordinator	27.76
21040 - Material Expediter	27.76
21050 - Material Handling Laborer	14.30***
21071 - Order Filler	13.82***
21080 - Production Line Worker (Food Processing)	18.73
21110 - Shipping Packer	14.66***
21130 - Shipping/Receiving Clerk	14.66***
21140 - Store Worker I	10.55***
21150 - Stock Clerk	15.62
21210 - Tools And Parts Attendant	18.73
21410 - Warehouse Specialist	18.73
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	35.17
23019 - Aircraft Logs and Records Technician	26.51
23021 - Aircraft Mechanic I	33.01
23022 - Aircraft Mechanic II	35.17
23023 - Aircraft Mechanic III	37.31
23040 - Aircraft Mechanic Helper	22.17
23050 - Aircraft Painter	30.28
23060 - Aircraft Servicer	26.51
23070 - Aircraft Survival Flight Equipment Technician	30.28
23080 - Aircraft Worker	28.64
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.64
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.01
23110 - Appliance Mechanic	22.41
23120 - Bicycle Repairer	19.60
23125 - Cable Splicer	31.23
23130 - Carpenter Maintenance	22.90
23140 - Carpet Layer	23.05
23160 - Electrician Maintenance	27.46
23181 - Electronics Technician Maintenance I	32.30
23182 - Electronics Technician Maintenance II	34.76
23183 - Electronics Technician Maintenance III	37.22
23260 - Fabric Worker	21.33
23290 - Fire Alarm System Mechanic	22.61
23310 - Fire Extinguisher Repairer	19.60
23311 - Fuel Distribution System Mechanic	27.94
23312 - Fuel Distribution System Operator	20.61
23370 - General Maintenance Worker	17.87
23380 - Ground Support Equipment Mechanic	33.01
23381 - Ground Support Equipment Servicer	26.51
23382 - Ground Support Equipment Worker	28.64
23391 - Gunsmith I	19.60

23392 - Gunsmith II	23.05
23393 - Gunsmith III	26.57
23410 - Heating Ventilation And Air-Conditioning Mechanic	24.23
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	25.82
23430 - Heavy Equipment Mechanic	26.97
23440 - Heavy Equipment Operator	22.47
23460 - Instrument Mechanic	34.80
23465 - Laboratory/Shelter Mechanic	24.81
23470 - Laborer	14.30***
23510 - Locksmith	25.30
23530 - Machinery Maintenance Mechanic	29.22
23550 - Machinist Maintenance	24.14
23580 - Maintenance Trades Helper	16.83
23591 - Metrology Technician I	34.80
23592 - Metrology Technician II	37.08
23593 - Metrology Technician III	39.35
23640 - Millwright	29.89
23710 - Office Appliance Repairer	19.05
23760 - Painter Maintenance	18.81
23790 - Pipefitter Maintenance	28.55
23810 - Plumber Maintenance	26.66
23820 - Pneudraulic Systems Mechanic	26.57
23850 - Rigger	24.38
23870 - Scale Mechanic	23.05
23890 - Sheet-Metal Worker Maintenance	22.22
23910 - Small Engine Mechanic	20.24
23931 - Telecommunications Mechanic I	32.33
23932 - Telecommunications Mechanic II	34.44
23950 - Telephone Lineman	22.85
23960 - Welder Combination Maintenance	24.89
23965 - Well Driller	26.57
23970 - Woodcraft Worker	26.57
23980 - Woodworker	19.60
24000 - Personal Needs Occupations	
24550 - Case Manager	15.86
24570 - Child Care Attendant	10.23***
24580 - Child Care Center Clerk	12.76***
24610 - Chore Aide	10.17***
24620 - Family Readiness And Support Services Coordinator	15.86
24630 - Homemaker	15.86
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.33
25040 - Sewage Plant Operator	19.59
25070 - Stationary Engineer	23.33
25190 - Ventilation Equipment Tender	15.66
25210 - Water Treatment Plant Operator	19.59
27000 - Protective Service Occupations	

27004 - Alarm Monitor	18.26
27007 - Baggage Inspector	13.85***
27008 - Corrections Officer	18.71
27010 - Court Security Officer	16.52
27030 - Detection Dog Handler	15.49
27040 - Detention Officer	18.71
27070 - Firefighter	17.56
27101 - Guard I	13.85***
27102 - Guard II	15.49
27131 - Police Officer I	21.84
27132 - Police Officer II	24.27
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.65
28042 - Carnival Equipment Repairer	17.20
28043 - Carnival Worker	11.10***
28210 - Gate Attendant/Gate Tender	14.65***
28310 - Lifeguard	12.10***
28350 - Park Attendant (Aide)	16.38
28510 - Recreation Aide/Health Facility Attendant	11.95***
28515 - Recreation Specialist	20.29
28630 - Sports Official	13.04***
28690 - Swimming Pool Operator	20.91
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.05
29020 - Hatch Tender	26.05
29030 - Line Handler	26.05
29041 - Stevedore I	24.10
29042 - Stevedore II	28.03
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	19.63
30022 - Archeological Technician II	21.96
30023 - Archeological Technician III	27.09
30030 - Cartographic Technician	27.22
30040 - Civil Engineering Technician	27.83
30051 - Cryogenic Technician I	29.78
30052 - Cryogenic Technician II	32.90
30061 - Drafter/CAD Operator I	19.63
30062 - Drafter/CAD Operator II	21.96
30063 - Drafter/CAD Operator III	24.49
30064 - Drafter/CAD Operator IV	30.13
30081 - Engineering Technician I	16.36
30082 - Engineering Technician II	18.36
30083 - Engineering Technician III	20.54
30084 - Engineering Technician IV	25.45
30085 - Engineering Technician V	31.13
30086 - Engineering Technician VI	37.65
30090 - Environmental Technician	25.23

30095 - Evidence Control Specialist	26.89
30210 - Laboratory Technician	28.23
30221 - Latent Fingerprint Technician I	28.19
30222 - Latent Fingerprint Technician II	31.15
30240 - Mathematical Technician	28.04
30361 - Paralegal/Legal Assistant I	20.64
30362 - Paralegal/Legal Assistant II	26.00
30363 - Paralegal/Legal Assistant III	31.81
30364 - Paralegal/Legal Assistant IV	38.48
30375 - Petroleum Supply Specialist	32.90
30390 - Photo-Optics Technician	27.22
30395 - Radiation Control Technician	32.90
30461 - Technical Writer I	25.72
30462 - Technical Writer II	31.47
30463 - Technical Writer III	38.07
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	29.78
30502 - Weather Forecaster II	36.22
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 24.49
30621 - Weather Observer Senior	(see 2) 26.89
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.35***
31030 - Bus Driver	19.87
31043 - Driver Courier	15.54
31260 - Parking and Lot Attendant	10.41***
31290 - Shuttle Bus Driver	16.79
31310 - Taxi Driver	14.85***
31361 - Truckdriver Light	17.08
31362 - Truckdriver Medium	18.59
31363 - Truckdriver Heavy	22.64
31364 - Truckdriver Tractor-Trailer	22.64
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	10.72***
99050 - Desk Clerk	12.20***
99095 - Embalmer	24.97
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	12.50***
99252 - Laboratory Animal Caretaker II	13.74***
99260 - Marketing Analyst	24.83
99310 - Mortician	27.18
99410 - Pest Controller	18.19
99510 - Photofinishing Worker	15.35
99710 - Recycling Laborer	20.33

99711 - Recycling Specialist	25.21
99730 - Refuse Collector	17.88
99810 - Sales Clerk	11.60***
99820 - School Crossing Guard	13.64***
99830 - Survey Party Chief	22.91
99831 - Surveying Aide	16.93
99832 - Surveying Technician	20.82
99840 - Vending Machine Attendant	14.19***
99841 - Vending Machine Repairer	18.35
99842 - Vending Machine Repairer Helper	14.19***

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance

Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract a separate SF-1444 should be prepared for each wage

determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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:]