

REQUEST FOR PROPOSAL

Skilled and Unskilled Labor

Solicitation # 2025-SWB-18



Proposal Due Date: November 25, 2025
Proposal Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Request for Proposal
Skilled and Unskilled Labor

The Sewerage and Water Board of New Orleans (hereinafter referred to as “SWBNO”) desires to contract a vendor to furnish and coordinate the necessary skilled and unskilled labor as requested to perform essential maintenance work of a critical nature, when required, throughout the various water, drainage, and sewerage systems.

RFP will be available **October 24, 2025**, for download at the following websites:

SWBNO: https://www2.swbno.org/business_bidspecifications.asp

LAPAC: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181>

A **mandatory** pre-proposal conference for this RFP will be held on **November 3, 2025**, at **1:00 pm CST** at the SWBNO Carrollton Water Plant Auditorium, 8800 South Claiborne Ave., New Orleans, LA 70118 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams

Join the meeting now

Meeting ID: 243 106 657 473

Passcode: wn6mK3Pb

Dial in by phone

[+1 504-224-8698](tel:+15042248698), 298878684# United States, New Orleans

Phone conference ID: 298 878 684#

At this meeting, staff will discuss the scope of work, proposal requirements and respond to questions from the attendees.

Attendees are required to be on time and stay throughout the meeting. Only vendors who attend this meeting will be allowed to submit a proposal. Any submission from any firm not represented at this meeting will be rejected.

Inquiries and/or Requests for Clarification are due to **Prentice Mackyeon, on November 4, 2025, no later than 5:00 pm CST** via in writing or email to cmoses@swbno.org. All responses will be posted on or before **November 7, 2025**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **November 25, 2025, at 11:00 am** local time. For submission instructions, see proposal documents.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Sewerage and Water Board of New Orleans (hereinafter referred to as “SWBNO”) desires to contract a vendor to furnish and coordinate the necessary skilled and unskilled labor as requested to perform essential maintenance work of a critical nature, when required, throughout the various water, drainage, and sewerage systems of the Sewerage and Water Board.

1.2 Proposal Preparation

Proposals submitted for consideration should follow the format and order of presentation provided in Part IV - Proposal Submission Requirements.

1.3 Point of Contact/ Inquiries/ Requests for Information:

All correspondence and other communications regarding this RFP shall be directed to **Prentice Mackyeon, Purchasing Agent**, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, **504-585-2368**, pmackyeon@swbno.org.

Inquiries and/or Requests for Information are due to the Board’s Procurement Department via email to pmackyeon@swbno.org no later than timeline stated in the **Anticipated Proposal Timetable**. Any request received after that time may not be reviewed for inclusion in this RFP. The request shall contain the requester’s name, address, and telephone number.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on Board’s website, and issued prior to the RFP’s Delivery Deadline. The Respondents shall not rely on any representation, statement or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.4 Questions and Answers

Inquiries and/or Requests for Clarification are due to **Prentice Mackyeon, on October 31, 2025, no later than 5:00 pm CST** via in writing or email to pmackyeon@swbno.org. All responses will be posted on or before **November 4, 2025**. Do not contact other SWBNO program personnel with questions regarding this RFP.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on SWBNO’s website, and issued prior to the RFP’s Delivery Deadline. The Proposers shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.5 Submission of Proposals

Proposers who are interested in providing services requested under this RFP can submit a proposal via email.

Submitting a response:

Electronic Submission:

(1) Digitally signed technical proposal and (1) digitally signed cost proposal in searchable PDF format to bids@swbno.org

Subject Line: **2025-SWB-18 – Skilled and Unskilled Labor**

– [Proposer Name]”. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with “Part 1 of #” included at the end of each original Subject Line (e.g. RFP# marked “**2025-SWB-18 – Skilled and Unskilled Labor** – [Proposer Name] – Part 1 of 3”).

Email: If the Proposer intends to submit the response by email, the date and time of the email received by the Procurement Dept. constitutes the time stamp of receipt. The date and time of the email sent by Vendor does NOT constitute a proof of receipt. The Procurement Dept. encourages Vendors to confirm that the response was received timely.

Board assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g., Part 1 and Part 2 of 3 are received, but Part 3 is not) may not be considered.

Fax submission will not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

Proposers must complete all required attachments and submit along with proposal submission. Failure to complete and submit the required documents and attachments may result in your proposal being deemed non-responsive.

Proposals should clearly demonstrate the Proposer’s qualifications to perform the needed services and attend all factors applicable in a professional relationship.

All proposals must be received by Board on or before the Delivery Deadline. Proposals delivered after the said deadline will not be accepted.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by SWBNO prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to SWBNO prior to the proposal due date and time.

The Board reserves the right to reject any and all responses to the RFP (with reasonable explanation) and/or to waive any informalities in evaluating the RFP responses if it deems this to be in the best interest of the Board, its customers, and the general public. The Board reserves the right to qualify Proposers as it deems in its best interest.

1.7 Prohibition of Communication

From the time of advertising, and until the final award, there is a prohibition on communication by Respondents (or anyone on their behalf) with Board’s staff, Selection Committee members and elected officials. This does not apply to oral presentations before selection committees, contract negotiations, or communications at any time

with any Board employee or elected official regarding matters not concerning this RFP. Breaking the established prohibition on communication may result in a disqualification of the proposal.

1.8 Ownership

All Responses, including any submitted documents, to this RFP or any resulting solicitation are the property of the Board for all purposes. Respondents must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

1.9 Effect

This RFP and any related discussions, evaluations, qualifications, or resulting solicitations by the Board or any person on its behalf create no rights or obligations whatsoever except as provided in this RFP. The Board may cancel or modify this RFP or any resulting solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, any professional services agreement executed by the Board will be issued the exclusive statement of rights and obligations extending from this solicitation.

1.10 Errors or Omissions

The Board will not be liable for any error in any proposal. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The Board reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Board or the Respondent. The Board, at its option, has the right to require clarification or additional information from the Respondent.

1.11 Cost of Preparation

The Board is not liable for any costs incurred by prospective Respondents or Proposers prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the RFP are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Board.

1.12 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in SWBNO's RFP process; however, SWBNO reserves the right to deviate from this schedule.

Table 1. Anticipated RFP Schedule Summary

Event	Date	Local Time
RFP Release	October 24, 2025	
Mandatory Pre-Proposal Meeting	November 3, 2025	1:00pm
Deadline for SWBNO receipt of written questions from prospective proposers	November 4, 2025	5:00pm
Responses to questions/clarification	November 7, 2025	
Proposal due date and time	November 25, 2025	11:00am
Evaluation Committee meeting, open to public	TBD	10:00 am
Award of Contract(s)	TBD	

1.13 Bid Protest Procedures

Any formal protest against the recommendation of award which is to be made by an aggrieved Proposer must be submitted in writing to the Procurement Director, Cashanna K Moses at cmoses@swbno.org according to Sewerage and Water Board of New Orleans Policy 83(R): Procedural Rules for Bid Appeals.

1.14 Public Records Request

To request a public record for the proposal documents, please submit to the following website:
<https://swbno.nextrequest.com/>

PART II. GENERAL INFORMATION

Sewerage and Water Board of New Orleans Request for Proposals Skilled and Unskilled Labor

2.1 Overview of the SWBNO

The Sewerage and Water Board of New Orleans (SWBNO) operates and maintains infrastructure through Orleans Parish to provide safe drinking water to support fire protection and the public health of all residents, improve sewerage collection services to support public safety and sanitation, and more effectively collect and convey stormwater out of the City of New Orleans to reduce the risk from flood events. SWBNO remains diligent in improving public safety for the citizens of New Orleans continuously at a reasonable cost to the community.

2.2 Scope of Work

The work to be performed under this contract consists of providing the necessary skilled and unskilled labor and coordination where specifically requested to perform essential maintenance work of a critical nature, when required, throughout the various water, drainage, and sewerage systems of the Sewerage and Water Board of New Orleans. All materials, machinery, equipment, and supplies will be furnished by SWBNO. Skilled trade personnel are required to supply their own tools specific to their trade. Work is anticipated to begin without delay upon contract execution. When SWBNO needs additional workers to do maintenance, the Proposer shall provide these workers within a maximum time frame of five (5) days. This additional scope would be agreed upon prior to start of these employees.

2.3 Contract Terms and Compensation

The contract period is two (2) years with three (3) one year renewals and is scheduled with initiation of the contract period following approval by the SWBNO Board of Directors (Board) and issuance of Notice to Proceed and Purchase Order.

2.3.1 Compensation for Public Works Projects:

29 CFR 1.6(c)(2)(iii)(B) - Some contracts call for construction, alteration, and/or repair work over a period of time that is not tied to the completion of any particular project. Examples of such contracts include, but are not limited to, indefinite-delivery-indefinite-quantity construction contracts to perform any necessary repairs to a Federal facility over a period of time; long-term operations-and-maintenance contracts that may include construction, alteration, and/or repair work covered by Davis-Bacon labor standards; or schedule contracts or blanket purchase agreements in which a contractor agrees to provide certain construction work at agreed-upon prices to Federal agencies. These types of contracts often involve a general commitment to perform necessary construction as the need arises, but do not necessarily specify the exact construction to be performed.

For the types of contracts described here, the contracting agency must incorporate into the contract the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract's award (or each anniversary date of the beginning of construction when there is no award) unless the agency has sought and received prior written approval from the Department for an alternative process.

2.3.2 Compensation for other projects:

The Proposer will compensate all laborers and mechanics employed under this Agreement, or any associated contract or subcontract, at no less than the minimum wage rate determined by secretary of the United States Department of Labor to be the prevailing wage of the corresponding classes of laborers and mechanics employed on projects of a similar character, within the city of New Orleans.

2.3.3 Compensation for FEMA Funded Projects:

The work to be performed may in the future be federally funded. FEMA funding may attach to work performed at the Board due to a Hurricane for example. At that time the Proposer shall be required to comply with federal law concerning the prevailing wage schedule for the State of Louisiana, Parish of Orleans, and selection of Heavy Industrial construction type; the federal prevailing wage schedule for the state of Louisiana, parish of Orleans, and selection of Service Contracts where required.

- No compensation will be allowed for stand-by time or “Minimum time” during inclement weather, etc., that is, the compensation allowed will be only for the actual time worked. Any stand-by or minimum time pay which would be due to the workman under the various craft agreements must be absorbed within the total price proposed.
- When required due to the needs of the business, workers may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a workweek. Workers will be paid time and one half their regular rate of pay for all overtime hours actually worked in a workweek. All overtime work must be approved in advance by Engineer.

2.4 Payment

The Board shall pay Proposer in accordance with the contracted prices. The Proposer will invoice the agency at the billing address designated by the agency. Payments will be made by the Agency within approximately forty-five (45) calendar days after receipt of a properly executed invoice, and approval by the Department or designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

2.5 Information

All reports, surveys, tables, charts, diagrams, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of the SWBNO. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with the SWBNO. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of the SWBNO.

2.6 Non-Collusion Statement

The Proposer confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

2.7 Non-Solicitation Statement

The Proposer has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Proposer has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

2.8 Convicted Felon Statement

The Proposer confirms that no principal, member, or officer of the Proposer has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

2.9 Insurance Requirements

Proposer shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Proposer himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Proposer or sub proposer's employees to enter the Board's facilities or job sites, a senior employee of the Proposer and/or any sub proposer will review the Board's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

Proposer and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Proposer for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of at least A- V, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from Proposer. Proposer shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, Proposer shall make applicable insurance policies available for review by the Board. Proposer shall retain its rights to restrict disclosure of Proposer's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Proposer during the entire term of the Contract:

a) WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act and shall also include protection for injuries and/or death to master's and Members of the crews of vessels with statutory limits in accordance with the Jones Act.

b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.

d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and sufficient to protect the Proposer, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Proposer's negligent performance of work described herein.

In addition, Proposer shall be required to furnish to the Risk Manager of the Board all copies of investigative reports with regard to any and all claims filed with the Proposer and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Proposer's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Proposer of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. Proposer and/or his insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Proposer shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Proposer fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Proposer and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Proposer.

2.10 Right to Audit

The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times any and all records pertaining to the administration of this contract by the proposer, including its records of any sub proposer(s) employed on the contract. Such records shall be made and kept by the proposer in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to,

accounting records, daily reports, correspondence, and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, and inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board. Proposers shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

2.11 Confidential Information

Information contained in the Vendor's proposal that it deems proprietary, or trade secret must be clearly identified in the proposal as described below in the Louisiana Revised Statute 44:3.2. D. (1). The Board will be free to use all information in the Vendor's proposal for the Board's purposes. Vendor proposals shall remain confidential until the Board's Proposal Selection Committee makes its recommendation to SWBNO Board of Directors. The Vendor understands that any material supplied to the Board may be subject to public disclosure pursuant to the Louisiana Public Records Law (LA R.S. 44:1, et seq.).

Louisiana Revised Statute 44:3.2 D. (1) All records containing proprietary, or trade secret information submitted by a developer, owner, or manufacturer to a public body pursuant to Subsection A, B, or C of this Section shall contain a cover sheet that provides in bold type "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION". The developer, owner, or manufacturer shall clearly mark each instance of information which is, in his opinion, proprietary or trade secret information.

2.12 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than SWBNO.

2.13 Sub-Contractor

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a sub proposer, the proposer shall include the name of the sub proposer and specific designations of the tasks to be performed or Vendor requirements to be met by respective sub proposer(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each sub proposer and shall be included in the proposal. The proposer will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of SWBNO. Failure to request consent shall be grounds for default under this contract. The Proposer further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Proposer from its full obligations under this contract.

2.14 Non-Exclusivity Clause

This contract is non-exclusive and shall not in any way preclude governmental agencies from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

PART III. PROPOSAL EVALUATION AND SELECTION

3.1 Selection Committee

Pursuant to Policy Memorandum No. 95, SWBNO must establish a Selection Committee with relevant subject-matter expertise in reviewing and evaluating proposals to the RFP. Each proposal to the RFP must be evaluated by a committee of five individuals consisting of:

- General Superintendent, or designee
- Deputy Director, or designee
- Department Head requestor, or designee
- Employee who will manage and monitor the contract
- An Expert (Employee or Non-Employee) in the field as determined by the Executive Director

The Selection Committee will first evaluate the proposals on the basis of qualitative criteria rather than quantitative price. The members on the Selection Committee will complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria.

3.2 Technical Evaluation

SWBNO will select a Proposer generally according to the procedures described in Policy Memorandum No: 95. The Selection Committee will first evaluate and score responsive RFP Responses on the criteria listed below and provide an assessment of that score.

A composite scoring approach will be utilized, in which scores from each Committee member will be in averaged in each category to score the proposals out of a possible 100 points.

The Board reserves the right to reject any and all proposals. As part of the evaluation process, the Selection Committee will interview Proposer references and other parties to confirm Proposer's performance on previous projects. The Board reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the Board to contract for the proposed project. The Board will negotiate its agreement with the highest evaluated proposer, as determined by the Selection Committee.

Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be requested after submissions and before award of the Contract.

A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the Selection Committee in accordance with the qualitative criteria below:

Technical Criteria

(0-10 points) Proposal Content

(0-20 points) Specialized Experience and Technical Competence

(0-20 points) Performance History

(0-5 points) Location of Firm in New Orleans

- **5 points for a firm with a principal office address located in Orleans Parish**
- **4 points for a firm with a principal office address located in Jefferson Parish**
- **3 points for a firm with a principal office address located in any other parish in Louisiana**
- **2 points for out of state offices**

(0-15 points) Company Size and Capability

(0-10 points) Economically Disadvantaged Business Participation

(0-20 points) Cost Proposal

3.3 Price Evaluation

Cost proposals must be submitted in a separate file marked “Cost Proposal.” A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Price Proposal:

The proposer with the lowest cost shall receive the highest cost evaluation score.

Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC*20)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

X = 20 of the total number of points assigned

The Cost Proposal will not be opened during the technical evaluation process. The Cost Proposal from the awarded respondent only will be opened and will serve as the basis for negotiations with the Board.

3.4 Shortlist

SWBNO at its sole discretion may recommend a selection of Proposers for a short list based on the overall ranking by the Selection Committee.

During the review of any proposal, the Selection Committee may:

- Conduct reference checks relevant to the solicitation to verify any and all information and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of proposals.
- Seek clarification of a proposal or additional information from any or all proposers and consider same in the evaluation of proposals.
- Waive any requests or requirements if such waiver is in the best interest of the SWBNO; and
- Request interviews/presentations with any, some or all proposers to clarify any questions or considerations based on the information included in proposals, Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation

3.5 Best and Final Offer (BAFO)

Selection Committee, at its request, may ask for a Best and Final Offer from the top proposers.

Written notification is sent to the selected proposers that will include a list of the specific items to be addressed, instructions and deadline for submittal, and the evaluation criteria and scoring methodology, if different from the RFP.

If requested, when evaluating BAFO responses, if BAFO cost is requested, this will replace the original cost and the technical proposal may be re-evaluated.

3.6 Notification

Once the Selection Committee recommends a proposal, the Procurement Department notifies the selected firm by a Recommendation of Award letter. The unsuccessful proposer(s) will be notified as well. The Notice of Award Letter will contain information for the awarded proposer to submit to the department responsible for administering the future contract.

IMPORTANT: The Recommendation of Award letter is not a contract award notification. The contract award is subject to the successful satisfaction by the selected respondent of all additional requirements in the solicitation.

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

Proposals must be prepared in English with tabbed indexes separating the following sections in the following order:

4.1 TITLE PAGE

Title Page should contain the following information:

- RFP Number and Name
- Proposer's Name and Address
- Proposer's Contact Person and Information (email address, telephone number(s), etc.)

4.2 TABLE OF CONTENTS

Clearly identify the materials by section, page number, and tabs.

4.3 PROPOSAL CONTENT

Proposer should provide a description of your company's underlying philosophy in providing the services as described. Description should include details such as the following:

- Method of Organization and Staffing
 - Outline the duties and responsibilities of each employee's role in your organization as it relates to the management of this contract. Please detail management and recruitment personnel's experience in industrial mechanical maintenance (i.e., machine shop, welding, plumbing, electrical, HVAC, etc. experience).
- Account Management
 - Detail the job titles and qualifications of all personnel who will be assigned to recruiting potential skilled and unskilled employees and who will be assigned to day-to-day administration of the contract.
- Other Pertinent Information as it may relate to your organization's qualifications to fulfill the contract's requirements.

4.4 SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Proposer should provide a description of your company's experience. Description should include details such as the following:

- Resumes of individuals currently available for this contract to service this contract (key personnel, contract managers and recruiters and administrators).
- Upgrading and training of personnel
 - Please detail training and development opportunities available to potential contract labor personnel related to maintaining a safe workplace (OSHA 10, for example) and job specific training (welding, plumbing, machining, electrical, mechanical, HVAC, etc.) which may be available.

4.5 PERFORMANCE HISTORY AND CAPABILITY

Proposer should provide a brief review of your company's past performance on similar projects. Description should include details such as the following:

- Cost control
 - Your organization's history and methodology for implementing cost controls.
- Work quality
 - Detail your organization's experience in providing qualified candidates in a timely manner, and your experience in providing quality day-to-day contract administration in maintaining staffing, in accurate payroll calculations, handling human resource issues, and accurate and timely invoicing as examples.
- Ability to meet schedules and deadlines
 - Detail policies and systems your organization has developed and placed to ensure schedules and deadlines are met. Please give examples as applied to your organization's work with current or previous clients showing how compliance with schedules and deadlines were met or improved.
- Customer references
 - Provide references from current and/or previous clients
 - List current or previous clients (and their respective industries) to which your organization has provided similar or identical services as those sought in this RFP.

4.6 LOCATION

Proposers must provide the location of your firm's headquarters and any branch offices, particularly in the New Orleans area. Please provide copies of your Business Filing from your secretary of state or other appropriate state incorporation agency.

4.7 ECONOMIC DISADVANTAGED BUSINESS PARTICIPATION

The Sewerage and Water Board of New Orleans established the Economically Disadvantaged Business Program to offer Disadvantaged Business Enterprises (DBEs) the maximum allowable opportunity to compete for the award of and participation in Board contracts and subcontracts.

All solicitations for bids for contracts where DBE percentage goals have been established and recommended by the Staff Contract Review Committee (SCRC) and approved by the Board, shall inform all Bidders the DBE requirements that must be submitted to the Board as part of the bid. The award of the contract will depend on the DBE requirements set below.

DBE Contract Percentage Goal **30%.**

See Attachment Section for DBE Forms

Each Bidder must submit the following forms in completion:

1. EDBP Participation Summary Sheet Form
 - Name, address, and phone number of each DBE Firm
 - Scope of Work
 - Dollar Value for each DBE
 - Signature of Prime on Form
2. EDBP Acknowledgement of Negotiated Terms Form
 - Name, address, and phone number of DBE Firm
 - Scope of Work

- Dollar Value
 - Signatures of Prime and DBE subcontractor on Form
- An Acknowledgement Form must be completed for each DBE Firm.

Please note: if you are a DBE bidding as a prime contractor, you cannot count yourself toward the DBE participation requirement. You must select another certified DBE from the SWBNO-approved vendor list to fulfill this requirement

Failure to complete and submit the DBE forms according to the above instructions will render your bid non-responsive. Additional criteria taken into consideration during the evaluation of DBE forms submitted include:

- The selected DBE firms must be SLDBE or LaUCP certified in the required work areas. To identify certified DBEs, visit <https://www.swbno.org/Business/DisadvantagedBusinesses>.
- The work to be performed by the selected DBE firms must be commercially useful and directly related to the project.
- The Board expects Proposers to use their best efforts to meet the DBE goals. If Proposers are unable to meet the goal, Documentation of Good Faith Effort must be submitted for the bid to be considered responsive. Instructions and documents needed to prepare an acceptable good faith effort are available at <https://www.swbno.org/Business/DisadvantagedBusinesses>.

4.8 COST PROPOSAL (SUBMITTED SEPARATELY)

Proposers must provide their hourly rate, markup, and a total hourly rate schedule by position for all personnel as noted in the Technical Specifications. Proposer must calculate each position's total hourly rate by 2,080 hours and provide a total for each position. Proposers must add all of the Annual Total Costs per position and enter that amount at the Yearly Total Line.

Proposers are to include a fee schedule as described below. No other fees shall apply except those included in the fee schedule. The base bid will be calculated on anticipated FTEs multiplied out to 40-hour work weeks.

Price

- a. The Total Base Bid amount shall include and cover the furnishing of the skilled labor and coordination for the work named herein, as described in the Technical Specifications. There is no alternate bid associated with this contract.
- b. The rates proposed shall be the total price per hour for each of the various worker positions set out in the Technical Specifications, and each price proposed shall include any and all direct and indirect costs attributable to said worker positions, such as insurance, bond, payroll taxes, overhead, welfare fund fees, proposer's profit, etc.

Please note the calculation of the yearly total is for comparative purposes for this RFP.

RFP Technical and Cost Proposal Submittal Checklist

Technical Proposal – In Sections

Business License Filing

Cost Proposal (separate file in Excel format), complete

Attachments

Redacted RFP Technical and Cost Proposal Submittal

Proposers may submit a separate redacted copy of their technical and cost proposal to provide in response to a public records request. This is not a requirement of the proposal submission documents, and it can be submitted anytime with the proposal submission or after.

Signed Documents and Forms (not included in page total)

This section shall include the forms required for proposal submission and those required for the awarded proposer.

Attachments Checklist (REQUIRED AT PROPOSAL SUBMISSION):

ATTACHMENT – COVER SHEET

ATTACHMENT – PRICING SHEET

ATTACHMENT – ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

ATTACHMENT – EDBP ACKNOWLEDGEMENT OF NEGOTIATED TERMS FORM

REQUIRED FOR AWARDED PROPOSER AT CONTRACT:

ATTACHMENT – AFFIDAVITS

1. Conflict of Interest Disclosure Affidavit
2. Corporate Resolution or Proposer Organization
3. Convicted Felon Affidavit
4. Non-Solicitation Affidavit
5. Non-Collusion Affidavit

ATTACHMENT
COVER SHEET

Request for Proposal: _____

Company Name: _____

Company Address: _____

Please provide the key contact person's information who will be responsible during the active event:

Primary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

Secondary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

This RFP must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

**ATTACHMENT
PRICE SHEET**

DESCRIPTION	Hourly Rate	Proposer Markup	Total Hourly Rate = HR + PM	ANNUAL TOTAL COST = THR x 2080
Coordinator				
Electric Crane Mechanic				
Electric Crane Inspector				
Electrician – Master				
Electrician-Journeyman				
Electrician Helper				
Elevator Installer or Repairer				
HVAC Mechanic				
Heavy Equipment Operator				
Instrumentation Tech				
Laborer				
Mechanic-Journeyman				
Machinist/Millwright – Journeyman				
Millwright Helper				
Plumber – Master				
Plumber - Journeyman				
Plumber Helper				
Stationary Engine Mechanic				
Stationary Engine Mechanic- Certified				
Welder- Certified				
Welder Helper				
YEARLY TOTAL (all positions)				

ATTACHMENT

TECHNICAL SPECIFICATIONS

Vendor Requirements:

The following items cover various vendor requirements, which should be addressed in the RFP submittal.

Vendor is responsible for confirming appropriate and required state certifications for the applicable positions.

SWBNO Requirements:

- SWBNO shall contact the proposer when labor is required.
- SWBNO shall insist that the work be performed to the highest quality. SWBNO reserves the right to discontinue use of the labor if it appears to be in the best interest of the Board.

Personnel:

The vendor needs to provide personnel that meet the below job descriptions and associated criteria. These personnel will be paid on an hourly basis. Position Composition:

- Adding positions to this contract: The Board may request that the contractor add a particular staff position or service when the need for additional personnel or activities has been identified. The addition of services shall be discussed annually during the budget preparation cycle, or as the need arises. The required scope (new development or operations & maintenance) will be discussed with the contractor to determine the bill rate and potential impact on the budget. If the position title has been included in the rates supplied in the RFP submittal, then those rates will apply. If the position title is not included in the RFP submittal, SWBNO and the Coordinator will review the bills rates to determine if there is currently a rate that could apply to the new position. If not, a new job description and bill rate will be created.
- The prices bid shall be for an hour's (or portion thereof) active use of the various workers present on the job and ready for work. It is the intention of the Board under this contract, to have the Proposer furnish labor to perform certain tasks as the need arises. The Proposer is advised that work may or may not be continuous. At the completion of a work project when there is no longer any need for a worker, he or she shall be released. The Board has the authority to terminate the services of any worker at any time, if the Board, in its sole discretion desires to do so.
- The Board will insist that the work output of worker paid for be of the highest quality; that the work be well planned (if requested); and that the work progress rapidly. The Board reserves the right to have the Proposer change working personnel or supervisory personnel or to discontinue certain phases of the work, where in the Board's sole discretion; it may appear to be in the best interest of the Board.

Terminations:

When a vendor's employee's performance becomes unacceptable, the employee will be warned once, and the coordinator notified. Immediate termination will occur if an employee is aggressive, destructive, or threatening.

The SWBNO shall play an active part in determining the exact timing for termination. Prior to termination, the coordinator shall work to ascertain and document the status of all projects currently in progress. Upon termination all other important information for these projects shall be gathered and filed for future

reference. At termination the Employee will meet with SWBNO supervision and the coordinator for notification of termination and reclamation of SWBNO property before being escorted off the property.

Mandatory Quarterly Updates:

- Contact from the vendor to SWBNO shall occur once every 3 months at a minimum.

Profile of Vendor

- The vendor should have the background and financial strength to provide this service and sufficient benefits to retain employees. Please provide:
- literature on your company's background and the services being offered, indicating the types of industries and/or businesses you have served in the past
- number of years your company has been in business including date of origin and/or incorporation
- Number of employees
- major employee benefits
- Number and types of clients the Proposer is currently providing similar services to including a description of previous experience with public utilities
- Any unique features, qualities, or processes that distinguish the Proposers from other temporary staffing providers
- Approximate number of active and qualified temporary employees currently available for each of the functional areas/disciplines.
- At least three (3) customer references including company names, addresses, and telephone numbers. Please include the name and telephone number.

Positions:

DESCRIPTION	Anticipate Full Time Employee Count
Coordinator	1
Electric Crane Mechanic	1
Electric Crane Inspector	.5
Electrician – Master (Class A License, City of N.O.)	1
Electrician-Journeyman (Class D License, City of N.O.)	4
Electrician Helper (Class E License, City of N.O.)	3
Elevator Installer or Repairer	0.5
Heating, Ventilation, and Air Conditioning Mechanic	3
Heavy Equipment Operator	1
Instrumentation Tech	2
Laborer	8
Mechanic-Journeyman	11
Machinist/Millwright – Journeyman	5

Millwright Helper	3
Plumber – Master (state licensed)	1
Plumber - Journeyman	3
Plumber Helper	1
Stationary Engine Mechanic	2
Stationary Engine Mechanic-Certified	1
Welder- Certified	5
Welder Helper	2

Note-1: The Board shall have the ability to reduce or increase with respect to the stated Hours of Work drastically with respect to its needs. If this is the case, the coordinator will be notified 24 hours in advance.

Position Descriptions:

The following paragraphs describe the qualification of the worker:

- a. **Coordinator** shall comply with Scope of Work for providing and managing skilled craft labor. Duties shall include the following:
 - i. Ensure that the worker of the necessary crafts is knowledgeable in their crafts and report to their work site as required, including maintenance of state certification documentation. The coordinator must be present on site during normal business hours. The proposer shall provide a 24-hour contact phone number for after hours and holidays to address emergency and safety related issues.
 - ii. Provide working guidelines for a safe working environment for all crafts.
 - iii. Assist the Board in formulating list of materials, etc. that may be required, if any.
 - iv. Provide daily labor reports for Board approval.
 - v. Provide a daily log of the work progress, keep job records, etc.
 - vi. The coordinator shall insure that the workers satisfy all safety and sanitary requirements prescribed in the current Craft Agreement, (such as furnishing safety hats, safety goggles, etc. at the Proposer's cost), in accordance with the Safety Orientation Notice included herein. Picture identification tags for all its workers shall be provided by the Proposer.
 - vii. In general, the Proposer's coordinator must be able to supervise machinery and piping work of the same general nature as this project. The coordinator proposed by the proposer shall have been regularly employed in a similar capacity and doing work recognized to be of the same nature. Adequate proof of such employment, experience, records, character references, etc., shall be submitted upon written request by the Board.
- b. **Electric Crane Mechanic** shall install, repair, and adjust electric cranes.
- c. **Electric Crane Inspector** - shall have a minimum of 2000 field hours of experience related to the maintaining, servicing, repairing, modifying, and functional testing of cranes and associated hoisting equipment. Inspector shall have received formal training in the areas of safety and design codes and regulations; safe operating practices of cranes; report writing and documentation; and communication skills. Inspectors shall receive additional formal training every two years as a minimum and be able to document such training.
- d. **Electrician Master** shall be a Class A-Electrical License with the City of New Orleans and he/she shall be required to complete and pass a performance test consisting of connecting electronic ballast, three (3) and four (4) way switches, use schematic diagram for motor starter, overloads, pilot lights

and transformers, connect a 9-lead motor for low voltage, connecting a single-phase transformer, and use conduit benders etc.

e. **Electrician Journeyman** shall be a Class D- Electrical license or higher with the city of New Orleans and he/she shall be required to complete and pass a performance test consisting of connecting electronic ballast, three (3) & four (4) way switches, use schematic diagram for motor starter, overloads, pilot lights, and transformers, connect a 9-lead motor for low voltage, connecting a single phase transformer, and use conduit benders etc.

f. **Electrician Helper** shall be a Class E Electrical License or higher with the City of New Orleans and he/she will be required to pass a performance test consisting of connecting electronic ballast three (3) and four (4) way switches, connect a 9-lead motor for low voltage, and use a conduit bender.

g. **Elevator and Escalator Installers and Repairers Certified** shall assemble, install, repair, or maintain electric or hydraulic freight or passenger elevators, escalators, or dumbwaiters. Must have CET from NAEC. Heating, Air Conditioning, and Refrigeration Mechanics and Installers install or repair heating, central air conditioning, HVAC, or refrigeration systems. Must have CFC card. Manufactures certification desired. Experience working with Mechanical Contractor preferred.

h. **Heavy Equipment Operator, Material Moving Workers, Crane Operators** (55T and less). Must have CDL License. Must have Crane License. Operate mechanical boom and cable to lift and move materials, machines, or products in many directions via cherry picker 55T, 30T and 25T boom trucks. Hoist and Winch Operator who operate or tend hoists or winches to lift and pull loads using power-operated cable equipment. Must be familiar with operating an excavator, backhoe, and mini excavator (Bobcat.)

i. **Instrumentation Tech** - No license required. Must have basic knowledge to pass electronic test. Solder and Desolder components on a circuit board, make voltage readings on circuits with a Fluke Voltmeter. Install Kenwood 800 MHz Radios in Board Vehicles along with GPS. Install Batteries and perform maintenance to all the Drainage Stations Battery Banks. Perform maintenance on SCADA systems. Perform maintenance to all Rain Gauges on catch cans. Pull and terminate wires.

j. **Laborer** shall be able to provide general assistance to the skilled crafts in the field as well as in the shop.

k. **Mechanic Journeyman** shall be required to repair, rebuild, install, align, adjust, or maintain industrial machinery, engines, excluding mobile and/or mobile heavy equipment as the candidate shares machinist as well as millwright qualifications.

l. **Machinist/Millwright Journeyman** shall be required to operate three (3) jaw or four (4) jaw lathes, CNC computer operated lathes, mills, drill presses, etc. He/she shall be required to complete and pass the Sewerage and Water Board machinist test, which requires boring, threading, and pressing test pieces together as required.

m. **Millwright Helper** shall assist Millwrights and Machinists. Must have knowledge of various tools as it applies to related work of Millwrights and Machinists. Must be able to dismantle and reassemble equipment under Millwrights' or Machinists' supervision. Helpers shall have knowledge of trades they are working with and shall be semi-skilled and have knowledge of pipefitting, threading, grinding, measuring, and cutting, hand tool, and equipment.

n. **Plumbing Master** shall be a licensed Plumber for the State of Louisiana, City of New Orleans, with the Water Supply Protection Specialist (WSPS) endorsement, certified professional approved by the State Plumbing Board of Louisiana (SPBLA) qualified to perform installation, repair, and maintenance of new and existing plumbing systems and have performed related work as required. Plumber must have a working knowledge of water and sewer systems relative to residential and commercial applications. Must carry a valid Louisiana plumbing license.

o. **Plumber Journeyman** shall be a licensed Plumber for the State of Louisiana, with a Water Supply Protection Specialist (WSPS) endorsement, certified professional approved by the State Plumbing Board of Louisiana (SPBLA) qualified to perform installation, repair, and maintenance of

new and existing plumbing systems and have performed related work as required. Plumber must have a working knowledge of water and sewer systems relative to residential and commercial applications. Must carry a valid Louisiana plumbing license.

p. **Plumber Helper** working knowledge of hand tools as they relate to plumbing, knowledge of pipe, and pipefitting. Must be able to thread pipes. Ability to work with US measuring units.

q. **Welder-Certified** shall be required to pass a performance test of cut and butt weld two (2) pieces of pipe in 5-G fix position, butt weld two (2) pieces of stainless steel in 4-G overhead and tungsten inert gas (TIG) weld two (2) pieces of aluminum in tee position.

r. **Welder Helper**, must be able to tack weld, grind various materials. Must be able to accurately measure. Must be able to pipe weld. Must be able to secure, anchor and move large work or finished pieces of objects with maximum safety and caution minimizing risk of injury.

s. **Stationary Engine Mechanic** shall be required to repair and overhaul primarily diesel engines, stationary machines, and the auxiliary systems for these machines. This includes mobile and stationary generators as well as diesel pump engines. Ability to troubleshoot and diagnose one or more types of major industry branded units.

t. **Stationary Engine Mechanic Certified** must perform the duties of a Stationary Engine Mechanic. Must also be able to use computer diagnostics in troubleshooting of related equipment. Must be certified by at least one of the following: Caterpillar, Cummins, EMD, Fairbanks- Morris, John Deere, MTU or ALCO. Marine or Railroad experience desired.

All workers hired by the proposer shall possess a valid driver's license and be able to legally drive.

All the listed labor classes must be able to carry weight in accordance with OSHA standards and guidelines.

Locations of Contract Work

The locations of the work envisioned are located anywhere within the limits of the City of New Orleans and portions of Jefferson Parish where it is required to maintain the integrity of the various Board facilities. These locations encompass nearby existing facilities, such as pumps, turbo- generators, machinery, etc. The work must be performed in such a way as to maintain the safe, reliable operation of those facilities. Many times, the exact scheduling, and details of certain items of work may be dependent upon the operating conditions of other machinery components at the time when such work must be undertaken, and the proposer should make allowances for such. Some areas of work have equipment and machinery such that exact location and details cannot be readily determined, and the Proposer must familiarize itself with these conditions to perform the work in the most safe and efficient way.

Labor Standards

a. The normal workday for worker shall be eight (8) hours. However, worker will be paid only for those hours worked on the job at the unit price. No night or Sunday work requiring the presence of an engineer or inspector, will be permitted except in cases of emergency, and then only to such an extent as is necessary, and with the written permission of the Engineer; however, this clause does not operate in case of a gang, organized with the approval of the Engineer, for regular and continuous night or weekend work.

b. Compliance with the Contract Work Hours and Safety Standards Act Overtime requirements. No proposer or sub proposer 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 forty 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 forty hours in such workweek.

Drug Free Workplace Policy

To ensure full participation in the above policy, proposer must confirm acknowledgement of this policy. Policy included in Attachment A.

Safety Notification

To ensure full participation in the above policy, proposer must confirm acknowledgement of this policy. Policy included in Attachment B.

ATTACHMENT

DRUG-FREE WORKPLACE

STATEMENT OF POLICY

It is the policy of the Sewerage and Water Board of New Orleans that all workplaces associated with its operation, maintenance, improvements, and expansion be kept drug free. In order to insure this, the Sewerage and Water Board has approved the following drug testing policy to be implemented on this contract.

NOTICE

The contractor shall notify all personnel to be employed on this contract that they must submit to drug testing upon the occurrence of any accident, injury, or unsafe and hazardous incident which involves them. Agreement to submit to such drug testing shall be required for the employment of all personnel under this contract.

PENALTIES

Any employee who refuses to agree to testing under this policy or who refuses to be drug tested after the occurrence of any accident, injury or unsafe and hazardous incident which involves them, or who fails to report any such accident, injury or incident within twenty-four (24) hours of its occurrence, shall be deemed incompetent under Paragraph 47 of the General Specifications. Any employee found to have a positive test result after his conformational testing shall be deemed incompetent under Paragraph 47 of the General Specifications. Any employee deemed incompetent under these provisions shall be removed by the contractor from work under this contract and any other current Board contract.

A. TESTING PROCEDURE

The contractor shall while performing this contract, require any of its employees who are involved in an accident, injury or unsafe and hazardous incident while in the course and scope of their employment, whether vehicular or non-vehicular in nature, to be tested for blood alcohol or drug levels through a laboratory approved by the National Institute for Drug Abuse. Said employee shall provide a testing sample as soon as possible after such accident, injury or incident, but no longer than twenty-four (24) hours from the time of the occurrence. The contractor shall provide copies of the results of the initial testing on the samples involved to the Risk Manager of the Sewerage and Water Board of New Orleans as soon as such results are known. If the initial testing reveals a positive result, the contractor shall forward the remainder of the original testing sample to a second, conformational testing. The Sewerage and Water Board of New Orleans shall consider any result to be positive if it indicates any level which exceeds the levels set forth as follows:

CUT-OFF LEVELS INDICATING POSITIVE TEST RESULTS

The following initial cut-off levels shall be used when screening specimens to determine whether negative or positive:

	<u>Initial Test Level (ng/ml)</u>
<u>Marijuana metabolites</u>	50
<u>Cocaine metabolites</u>	300
<u>Opiate metabolites</u>	300
<u>Phencyclidine (PCP, etc.)</u>	25
<u>Amphetamines</u>	1000
<u>Alcohol</u>	
	<u>.05% by weight based on grams of alcohol per 100cc of blood</u>
<u>LSD</u>	150
<u>Barbiturates</u>	300
<u>Benzodiazepines</u>	300

Quantitative GC/MS confirmation procedures at the following cut-off values shall be used for the following drugs:

Confirmatory Test Level (ng/ml)

<u>Marijuana metabolites*</u>	<u>10</u>
<u>Cocaine metabolites**</u>	<u>150</u>
<u>Opiates (Morphine, Codeine)</u>	<u>150</u>
<u>Phencyclidine (PCP, etc.)</u>	<u>25</u>
<u>Amphetamines (amphetamine, Methamphetamine)</u>	<u>300</u>
<u>LSD</u>	<u>150</u>
<u>Barbiturates</u>	<u>300</u>
<u>Benzodiazepines</u>	<u>300</u>
* <u>Delta-9-Tetrahydrocannabinol - 9-Carboxylic Acid</u>	-
** <u>Benzoyllecgonine</u>	-

The contractor shall choose the laboratory to be used for drug testing and shall identify such laboratory to the Risk Manager of the Sewerage and Water Board prior to receiving approval to start work. All laboratories shall be approved by the National Institute for Drug Abuse.

The contractor shall notify the Board's Risk Manager immediately of the results of any conformational testing.

The Contractor's Senior Project Superintendent working in consultation and conjunction with the Board's Risk Manager and the Board's Engineer, shall determine whether an accident, injury or unsafe or hazardous incident occurred. The Safety Department of the Sewerage and Water Board reserves the right to investigate any such matter and make a complete report to the Executive Director of the Sewerage and Water Board whose decision shall be final.

The Sewerage and Water Board shall not be liable for any cause of action of any employee of the contractor brought against the contractor as a result of this policy. The Sewerage and Water Board shall not be liable for the contractor's failure to stipulate adherence to the terms and conditions of this drug testing policy as a condition of employment of any employee on this contract. The Board shall not release the contractor from his responsibilities under the policy unless failure to adhere to the conditions of this policy shall be a direct result of any action taken by the Board.

These requirements shall be acknowledged by signature of the contractor's authorized representative in the space provided in the "Form of Proposal".

ATTACHMENT
ECONOMICALLY DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Sewerage and Water Board of New Orleans has authorized the Economically Disadvantaged Business Program (EDBP) and Staff Contract Review Committee (SCRC) to establish a **(30%)** DBE goal for this project. Bidders are required to utilize the race and gender-neutral SLDBE and/or LA-UCP directory of certified Disadvantaged Business Enterprise vendors. The awarded bidder must illustrate a plan to meet the established goal by listing certified DBEs that they have engaged to participate as subcontractors.

1. Policy:

It is the policy of the Board that DBE firms, as defined in the Board's Disadvantaged Business Enterprise Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of the Board's publicly bid contracts. Consequently, the SCRC and the Board have set the DBE participation goal applicable to this project. The Board and its contractors shall not discriminate based on race, color, national origin, or sex in the award and performance of the Board's publicly bid projects.

2. DBE Obligation:

The Board and its contractors agree to ensure that DBEs, as defined in the Board's Disadvantaged Business Enterprises Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of contracts and subcontracts provided under this agreement. In this regard, contractors shall take all necessary and reasonable steps in accordance with this DBE Plan to ensure that DBEs have the maximum allowable opportunity to compete for such contracts. The Board and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Board's publicly bid contracts.

3. Utilization of DBE Vendor Listings:

All bidders are required to utilize the most recent Sewerage and Water Board State-Local Disadvantaged Business Enterprise Program Approved Vendor Listings for Goods & Services/Professional Services, in their selection of DBE entities to meet DBE participation goals. The LA-UCP Certified Listing is considered an acceptable alternative. Bidders are required to utilize DBEs as subcontractors or suppliers only in the areas for which they are certified and performing commercial useful functions which are consistent with the work required on this contract. A description of the areas of work that DBE's can provide is contained in these vendor listings. In addition, an alphabetical list of vendors/contractors is provided indicating the name of the company, address, name of owner, telephone number, fax number, the date the company became certified, and a description of the work that these entities are certified to perform. Companies that are already certified as a DBE cannot fulfill the DBE requirements by listing themselves as the subcontractor to meet the DBE goal. The prime contractor shall select another DBE from the Sewerage and Water Board's Approved Vendor Listing.

4. Contacting DBE's and Obtaining a Firm Price

All prime contractors are required to contact DBEs and obtain a firm price before listing the DBEs on the Participation Summary Sheet. As confirmation of established contact, bidder will submit the Acknowledgement of Negotiated Terms Between Prime Contractor and DBE Subcontractor Form that reaffirms agreement of scope of work and monetary compensation. These forms, included in this bid specification, are to be submitted no later than stipulated in bid/proposal specifications to submit other additional information.

5. Setting Minimum Participation Goals:

The stated minimum percentage DBE participation goal established by SCRC and approved by the Board applies to the work of this contract. All bidders must complete and submit a DBE Participation Summary Sheet, and other required documents, as stipulated in bid specifications. The DBE Participation Summary Sheet should be completed properly, showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBE's. The Board's DBE Officer may, if deemed advisable, request further information, explanation or justification from any bidder. Should the bidder fail to comply with these requirements, the bid shall be considered non-responsive, unless:

- a. An affidavit is furnished by the bidder with its bid showing that the DBE goals cannot be met for the following reasons:
 - (1) No DBE firms made offers. Here, it must be shown, documented and demonstrated that good faith efforts (as defined in Part III, D, 2. of the Board's DBE plan) were made by the bidder to obtain the participation of DBE firms and that they did not respond, or
 - (2) The DBE offers made and accepted for subcontract and/or material supplies do not total the stated goal for participation, but total a lesser percentage, and
 - (3) The bidder was unable to obtain DBE further participation, despite his or her demonstrated good faith efforts (as defined in Part III, D, 2 of the Board's DBE Plan) to obtain additional participation by DBE firms.
- b. Each of the assertions made by the bidder must be supported by documentary evidence.

6. Determination of Efforts to Meet Goals:

Initial determination of bidder efforts to meet the DBE participation goal shall be based on the DBE participation representations submitted with the bid. Bidders shall submit all the forms required herein with their bids, and the DBE office will examine the contents thereof. The Board's DBE Officer may, if deemed advisable, request further information, explanation, or justification from any bidder.

7. Good Faith Efforts:

The Board expects bidders to meet the established DBE participation goal or demonstrate a good faith effort to meet the goal. If proposers are unable to meet the goal, Documentation of Good Faith Effort must be submitted along with all required bid documents. The policy and required forms can be found on the SWBNO website at <https://www.swbno.org/Business/DisadvantagedBusinesses>.

8. Failure to Comply with DBE Bid Specifications:

All bidders for this Board contract are hereby notified that failure to comply with the above DBE specifications may constitute the bid as being non-responsive, and sufficient cause for rejection.

9. Other Clauses Unaffected:

Nothing contained herein shall invalidate, change, annul, release, restrict, or affect the liability on the bonds or insurance given by the contractor, or the time required for completion of the contract.

10. Contract Monitoring:

The Board's DBE Office will monitor contractor during the operation of the contract to ensure that the contractor meets all of its DBE obligations as specified in the contract bid. The Board's DBE office shall establish rules and regulations, to be approved by the Board, for the ongoing monitoring of contractor compliance.

Disadvantaged Business Enterprise Program Office personnel or their designated representative shall be allowed to conduct periodic monitoring of contractors' compliance with the agreed to Disadvantaged Business Enterprise Program participation requirements. Contractors shall be required to complete and return to the Disadvantaged Business Enterprise Program Office in the time required all requests for information and data relative to the contractors' activities in meeting the required Disadvantaged Business Enterprise participation goal.

Additionally, Disadvantaged Business Enterprise Office personnel or their designated representative shall have access to contractor and subcontractor(s) records pertaining to, but not specifically limited to labor, costs and materials supplied and used on the Board contract, as well as inspection and photocopying of any and all contracts, agreements and correspondence relative to the Disadvantaged Business Enterprise contract participation requirements. Such inspection will be performed during normal business hours and will be conducted in such a fashion so as to minimize interference with production of the contract. Visits may be made to job sites, as well as to administrative offices of the contractor and subcontractor(s) participants. Such inspection and on-site visits may be scheduled with or without prior notice to the contractor or Disadvantaged Business Enterprise subcontractor participant. Contractors' failure to comply with these monitoring requirements may result in termination of the contract or such other remedy as deemed appropriate by Board.

11. Maintaining Records:

Subsequent to the completion of a contract, contractors are required to maintain for three (3) years such records as are necessary to determine compliance with their DBE obligations. During construction, or performance of the DBE obligations, contractors shall submit reports as requested to enable the DBE Office to monitor this compliance.

12. Umbrella Bonding:

On contracts where subcontracting exists and where practicable (i.e., when a substantial risk or financial hardship would not be incurred by the prime contractor), the contractor may use an umbrella bond to encompass the DBE firm.

13. Board Action to Seek Compliance:

The contractor consents to such appropriate actions taken to ensure that prime contractors and subcontractors comply with the DBE provisions, to include but not limited to:

- a. desk audits to review all material, and information concerning the contractor's compliance.
- b. on-site reviews that may include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the contractor's compliance.
- c. any additional investigation that may be called for by a lack of proper record keeping, failure of the prime contractor to cooperate, failure of DBEs to cooperate; visible evidence unsatisfactory performance; other evidence as may warrant further investigation.

14. Non-Compliance Finding:

The Board staff will make compliance determinations regarding its prime contractors. Documentation of noncompliance will include the specific areas in which the contractors failed to comply. In these instances, appropriate legal action consistent with the DBE and other contract provisions will be taken.

15. Contractor's Duties

Record Keeping.

Successful bidders shall establish and maintain records and submit regular reports to the DBE office as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE participation efforts.

Failure to Comply with EDBP Participation Requirements

Failure to comply with any of the EDBP requirements of this contract shall constitute a violation of the terms and conditions of this contract and a cause for the termination of the contract at the option of the Board.

Such violations shall include, but not limited to:

- Failing to meet the percentage participation requirements as set out in the contract documents.
- Failing to use certified EDBP contractors/vendors in performing the scope of work as identified in the contract documents (EDBP participation summary sheet).
- Failing to comply with the “monitoring of EDBP requirements” included herein as part of the contract, such as contractors:
- Failure to submit monitoring reports and any other necessary reports timely and adequately as required by the EDBP Office.
- Failure to grant access to contractor/subcontractor records by EDBP Office personnel, and
- Failure to allow on-site investigations and visits, etc.
- Failing to report the removal or termination of a certified EDBP vendor /subcontractor.
- Failing to secure authorization for replacement of certified EDBP subcontractors from the Director of the Economically Disadvantaged Business Program.

In Lieu of termination the Board, through the EDBP Office, may impose the following penalties:

- Withhold from the contractor in violation up to 10% of all future payments due to the contractor, until such time as the violations have been corrected.
- Withhold from the contractor in violation, all future payments until such time as the violations have been corrected.

Subcontract Clause

All bidders and potential contractors must assure the Board that they will include the above clauses in all agreements, which offer further subcontracting opportunities.

Contract Award

Bidders are hereby advised that meeting DBE subcontract goals or making a demonstrated good faith effort to meet such goals are conditions of being awarded and maintaining construction, procurement, or professional services contracts by the Board.

Restrictions on DBE Subcontracting

No DBE subcontractor or vendor selected to perform work as a DBE on a Sewerage and Water Board contract will be allowed to subcontract any portion of its work to a non-Board-certified DBE, unless the work to be performed is necessary for the execution of the contract and there are no Board-certified DBE's available to perform such work.

This process will require that each DBE participant performing work on a Sewerage and Water Board funded contract submit a request to subcontract out any portion of work deemed necessary for execution of the contract to the Board's EDBP office. On a form provided by the EDBP office, the DBE contractor or vendor will indicate the dollar amount of work to be subcontracted, the specific scope or nature of the work, the percentage of the total amount of work to be performed by the DBE subcontractor and vendor, and the entity to whom the work will be subcontracted.

Both prime and DBE subcontractors are advised that the failure to comply with these requirements may result in the loss of DBE certification and non-compliance by the prime contractor in meeting DBE contractual obligations.

Changes In DBE Participation

The Prime Contractor will not be allowed to make changes in DBE participation without submittal of a written request explaining reason, a revised Participation Summary Sheet and approval by the Director of the Economically Disadvantaged Business Program. Failure to comply with these requirements may result in non-compliance by the Prime Contractor in meeting DBE contractual obligations.

16. Failure to Carry Out DBE Policy:

All bidders, contractors, or subcontractors for this Board contract are hereby notified that failure to comply with the DBE policy and DBE obligations, set forth above, shall constitute a breach of contract which may result in termination of the contract, or such other remedy as deemed appropriate by the Board, to include excluding bidder from bidding on future Board contracts.

ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is ____%

Contract Name and Number # _____

Name and Address of Disadvantaged Business Enterprise Company	Name of Contact Person	Scope of Work to be Performed	Dollar Amount of work to be performed	Percentage of Dollar Amount to Total Bid Price

NOTE: Signature required even if judged NOT APPLICABLE by the BIDDER

Prime Representative Name: _____

Prime Company's Name: _____

Prime Address: _____

Prime Signature: _____

Date: _____

E-mail: _____

Telephone Number: _____

ACKNOWLEDGEMENT
OF NEGOTIATED TERMS BETWEEN
PRIME CONTRACTOR AND DBE SUBCONTRACTOR

Solicitation: _____

This form acknowledges that the

Prime _____

and

DBE Subcontractor _____ Certification: _____ SLDBE or _____ LAUCP

have agreed to the following terms of service:

Scope of Work:

--

Please note: Scope of work should describe the agreed upon terms between the Prime and DBE.

DBE Percentage of Total Contract: _____

Dollar Amount of DBE Work: \$_____

By signing this acknowledgement, the Prime Contractor and DBE Subcontractor affirm that it will perform the Scope of Work for the estimated total dollar value stated. Both parties hereby certify that the information contained herein is true and correct.

PRIME CONTRACTOR:

Printed Name: _____

Signature: _____

Date: _____

DBE SUBCONTRACTOR:

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT

SAFETY ORIENTATION NOTICE

Welcome

We welcome you to the S&WB and request your assistance in maintaining our Safety Standards. For the safety of yourself and everyone working at the S&WB, you are asked to observe the following safety precautions. When this notice has been read thoroughly, a senior representative of your company is required to distribute this information to all employees who will be affected. You may call the Board's Risk Management Department at (504) 585-2382 if you have any questions.

Basic

1. Smoking will be allowed in designated areas only.
2. Horseplay, practical joking and fighting are positively prohibited.
3. The use or possession of illegal drugs or intoxicating beverages is strictly prohibited on all S&WB property.
4. Housekeeping is a must. We will keep our area safe and free from litter and expect you do to the same.
5. Handrails must always be used when going up and down ladders or stairs.
6. When working in confined spaces, the contractor must be in full compliance with Occupational Safety and Health Administration (OSHA) Standard # 29CFR 1910.146 at all times. Atmospheric conditions such as adequate ventilation, the presence of oxygen and the absence of explosive gases must be assured before working in voids, tanks, or other enclosed spaces.
7. Radios must be turned off.

Emergency

8. The S&WB Emergency Response Plan is a document which provides specific notification instructions to be followed in case of hazardous material spills. The Board's Environmental Affairs Office phone number is 942-3855 during normal business hours 7:30 a.m. to 4:00 p.m.
9. The Board's 24-hour emergency lines are (504) 529-2837 and 865-0575 (Central Control Dispatcher, Carrollton Plant.)
10. Since Board contracts are performed under various circumstances at various locations, prior to beginning any work, the contractor should consult with the Board employee who is responsible for monitoring the contract in order to establish the most effective procedures for handling emergencies.

Transportation

Warning signals and lights shall be used as follows:

11. Rotating beacons shall be used if your vehicle is so equipped.
12. Taillights / emergency flashers shall be used.
13. Orange reflector type safety cones shall be placed to give other motorists warning.
14. If vehicle is moving, backing, or parking, proper traffic control shall be exercised.

Protective Clothing and Equipment

15. All personnel who are exposed to eye hazards will wear safety glasses. Hard hats will be worn at all times while an employee is in the immediate vicinity of overhead hazards or while operating heavy equipment without a Rollover Protection Device.
16. Protective clothing and equipment such as rubber aprons and gloves, eye and face protection, approved respirators or dust masks will be worn when handling all harmful chemicals.

Reporting

17. Defective equipment, machinery, hazardous conditions, or unsafe work practices or conditions shall be reported immediately to your Supervisor / Foreman who will then contact proper S&WB personnel for corrections.
18. All injuries will be reported to the Risk Manager, (504) 585-2422, or to the Safety Unit, (504) 585-2522, regardless of how minor an injury may seem.

19. S&WB employees may hold safety meetings to discuss and promote safe working conditions and accident prevention. You may be asked to attend.

Work Smart

20. Stay alert at all times, know what is going on around you. Know the safe operating procedures concerned with your assigned duties. When your duties may influence the safety of Board employees, notify the employees and their supervisors first.
21. Vendor / Contractors shall at all times demonstrate strict compliance with all Federal, State and Local regulations regarding safety, including but not limited to, all relevant Department of Environmental Quality (DEQ), Department of Transportation (DOT), Environmental Protection Agency (EPA), and Occupational Safety and Health Act (OSHA) regulations.
22. The Vendor / Contractor will at the request of the Risk Manager and/ or Safety Manager remove any of his employees found to be creating or contributing to unsafe conditions.
23. The following items are not allowed on any S&WB Facility or jobsite:
 - Firearms and Ammunition
- Alcohol and illegal drugs

**ATTACHMENT
BIDDER'S ORGANIZATION**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Corporation Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH PROPOSAL.

ATTACHMENT
CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day _____, 20 ____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Sewerage and Water Board of New Orleans (“SWBNO”).

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of SWBNO, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20____

SECRETARY

ATTACHMENT
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____ who,
being first duly sworn, deposed and said that:

He/She is the _____ and authorized representative of _____
_____, hereafter called "Proposer."

The Respondent hereby confirms that a conflict(s) of interest **exists /does not exist/may exist (circle one)** in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with the Board officials or employees.

(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).

Respondent Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20_____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll # _____

ATTACHMENT
CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH OF _____

Before me, the undersigned authority, came and appeared _____,
who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of
_____, hereafter called "Contractor."
2. The Contractor complies with City Code Section 2-8 (c) for the City of New Orleans.
3. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

Contractor Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, in (CITY/STATE) _____
this ____ day of (MONTH) _____, 20 ____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT
NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of:

the Proposer that has submitted the attached Proposal:

(2) Such Proposal is genuine and is not a collusive or sham Proposal:

(3) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any advantage against the Sewerage and Water Board of New Orleans of any person interested in the proposed contract; and

(4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Proposer Representative (Signature)

Title

(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20____. Notary ID#/Bar Roll #_____

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

ATTACHMENT
NON-SOLICITATION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____,

who, being first duly sworn, deposed and said that:

1. He/She is the _____ and
authorized representative of _____ hereafter called "Contractor."
2. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Contractor Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, in _____, Louisiana,

this ____ day of _____, 20_____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT

Wage Rates

Contracts issued by the Sewerage and Water Board of New Orleans which require or involve the employment of mechanics or laborers shall include provisions for minimum wages as determined by the Department of Labor of the United States. The wage decisions governing this solicitation are Heavy Industrial (LA20250008 Mod 9 dated 09/19/2025) and Services Contract Act 2015-5189 Revision 31 dated 07/08/2025.

This title page is followed by the General Wage Decisions referenced above.

"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
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5189
Revision No.: 31
Date Of Last Revision: 07/08/2025

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:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.
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:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 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 2025.

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 www.dol.gov/whd/govcontracts.

State: Louisiana

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.51***
01012 - Accounting Clerk II		19.66
01013 - Accounting Clerk III		21.99
01020 - Administrative Assistant		26.73
01035 - Court Reporter		33.28
01041 - Customer Service Representative I		14.88***
01042 - Customer Service Representative II		16.24***
01043 - Customer Service Representative III		18.23
01051 - Data Entry Operator I		16.29***
01052 - Data Entry Operator II		17.78
01060 - Dispatcher, Motor Vehicle		21.44
01070 - Document Preparation Clerk		17.50***
01090 - Duplicating Machine Operator		17.50***
01111 - General Clerk I		14.35***
01112 - General Clerk II		15.66***
01113 - General Clerk III		17.58***
01120 - Housing Referral Assistant		23.90
01141 - Messenger Courier		14.68***
01191 - Order Clerk I		15.97***

01192 - Order Clerk II	17.43***
01261 - Personnel Assistant (Employment) I	17.95
01262 - Personnel Assistant (Employment) II	20.08
01263 - Personnel Assistant (Employment) III	22.38
01270 - Production Control Clerk	29.87
01290 - Rental Clerk	15.05***
01300 - Scheduler, Maintenance	19.17
01311 - Secretary I	19.17
01312 - Secretary II	21.44
01313 - Secretary III	23.90
01320 - Service Order Dispatcher	19.17
01410 - Supply Technician	26.73
01420 - Survey Worker	17.85
01460 - Switchboard Operator/Receptionist	16.50***
01531 - Travel Clerk I	19.66
01532 - Travel Clerk II	20.93
01533 - Travel Clerk III	22.54
01611 - Word Processor I	16.44***
01612 - Word Processor II	18.45
01613 - Word Processor III	20.64
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.84
05010 - Automotive Electrician	22.07
05040 - Automotive Glass Installer	20.50
05070 - Automotive Worker	20.50
05110 - Mobile Equipment Servicer	17.42***
05130 - Motor Equipment Metal Mechanic	23.62
05160 - Motor Equipment Metal Worker	20.50
05190 - Motor Vehicle Mechanic	23.62
05220 - Motor Vehicle Mechanic Helper	15.85***
05250 - Motor Vehicle Upholstery Worker	18.96
05280 - Motor Vehicle Wrecker	20.50
05310 - Painter, Automotive	22.07
05340 - Radiator Repair Specialist	20.50
05370 - Tire Repairer	17.53***
05400 - Transmission Repair Specialist	23.62
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.70***
07041 - Cook I	14.43***
07042 - Cook II	16.98***
07070 - Dishwasher	12.74***
07130 - Food Service Worker	11.61***
07210 - Meat Cutter	17.94
07260 - Waiter/Waitress	10.69***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.97
09040 - Furniture Handler	13.42***
09080 - Furniture Refinisher	21.97
09090 - Furniture Refinisher Helper	16.05***
09110 - Furniture Repairer, Minor	18.88
09130 - Upholsterer	21.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.82***
11060 - Elevator Operator	14.00***
11090 - Gardener	21.63
11122 - Housekeeping Aide	14.00***
11150 - Janitor	14.00***
11210 - Laborer, Grounds Maintenance	15.87***
11240 - Maid or Houseman	13.30***
11260 - Pruner	13.95***
11270 - Tractor Operator	19.68
11330 - Trail Maintenance Worker	15.87***
11360 - Window Cleaner	15.92***
12000 - Health Occupations	
12010 - Ambulance Driver	21.29
12011 - Breath Alcohol Technician	25.37
12012 - Certified Occupational Therapist Assistant	32.08
12015 - Certified Physical Therapist Assistant	30.11

12020 - Dental Assistant	19.32
12025 - Dental Hygienist	40.11
12030 - EKG Technician	31.18
12035 - Electroneurodiagnostic Technologist	31.18
12040 - Emergency Medical Technician	21.29
12071 - Licensed Practical Nurse I	22.68
12072 - Licensed Practical Nurse II	25.37
12073 - Licensed Practical Nurse III	28.27
12100 - Medical Assistant	18.16
12130 - Medical Laboratory Technician	31.19
12160 - Medical Record Clerk	21.77
12190 - Medical Record Technician	24.35
12195 - Medical Transcriptionist	18.56
12210 - Nuclear Medicine Technologist	42.26
12221 - Nursing Assistant I	13.28***
12222 - Nursing Assistant II	14.95***
12223 - Nursing Assistant III	16.31***
12224 - Nursing Assistant IV	18.31
12235 - Optical Dispenser	17.29***
12236 - Optical Technician	20.91
12250 - Pharmacy Technician	18.80
12280 - Phlebotomist	17.78
12305 - Radiologic Technologist	32.08
12311 - Registered Nurse I	26.62
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)	31.42
12320 - Substance Abuse Treatment Counselor	19.72
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.61
13012 - Exhibits Specialist II	28.02
13013 - Exhibits Specialist III	34.27
13041 - Illustrator I	19.74
13042 - Illustrator II	24.45
13043 - Illustrator III	29.91
13047 - Librarian	30.70
13050 - Library Aide/Clerk	16.58***
13054 - Library Information Technology Systems Administrator	27.72
13058 - Library Technician	19.24
13061 - Media Specialist I	20.00
13062 - Media Specialist II	22.37
13063 - Media Specialist III	24.95
13071 - Photographer I	20.06
13072 - Photographer II	22.44
13073 - Photographer III	27.79
13074 - Photographer IV	33.99
13075 - Photographer V	41.12
13090 - Technical Order Library Clerk	20.35
13110 - Video Teleconference Technician	23.97
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)	32.29
15020 - Aircrew Training Devices Instructor (Rated)	39.07
15030 - Air Crew Training Devices Instructor (Pilot)	46.84
15050 - Computer Based Training Specialist / Instructor	32.29
15060 - Educational Technologist	32.11
15070 - Flight Instructor (Pilot)	46.84
15080 - Graphic Artist	23.35
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	46.84
15086 - Maintenance Test Pilot, Rotary Wing	46.84
15088 - Non-Maintenance Test/Co-Pilot	46.84
15090 - Technical Instructor	24.66
15095 - Technical Instructor/Course Developer	30.15
15110 - Test Proctor	19.90
15120 - Tutor	19.90
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	15.04***
16030 - Counter Attendant	15.04***
16040 - Dry Cleaner	17.20***
16070 - Finisher, Flatwork, Machine	15.04***
16090 - Presser, Hand	15.04***
16110 - Presser, Machine, Drycleaning	15.04***
16130 - Presser, Machine, Shirts	15.04***
16160 - Presser, Machine, Wearing Apparel, Laundry	15.04***
16190 - Sewing Machine Operator	17.92
16220 - Tailor	18.64
16250 - Washer, Machine	15.76***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.01
19040 - Tool And Die Maker	34.58
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.85
21030 - Material Coordinator	30.35
21040 - Material Expediter	30.35
21050 - Material Handling Laborer	16.95***
21071 - Order Filler	16.27***
21080 - Production Line Worker (Food Processing)	22.85
21110 - Shipping Packer	18.05
21130 - Shipping/Receiving Clerk	18.05
21140 - Store Worker I	11.86***
21150 - Stock Clerk	17.57***
21210 - Tools And Parts Attendant	22.85
21410 - Warehouse Specialist	22.85
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	27.01
23120 - Bicycle Repairer	21.32
23125 - Cable Splicer	37.64
23130 - Carpenter, Maintenance	24.58
23140 - Carpet Layer	25.09
23160 - Electrician, Maintenance	29.25
23181 - Electronics Technician Maintenance I	35.36
23182 - Electronics Technician Maintenance II	38.06
23183 - Electronics Technician Maintenance III	40.75

23260 - Fabric Worker	23.20
23290 - Fire Alarm System Mechanic	24.73
23310 - Fire Extinguisher Repairer	21.32
23311 - Fuel Distribution System Mechanic	31.92
23312 - Fuel Distribution System Operator	23.54
23370 - General Maintenance Worker	20.22
23380 - Ground Support Equipment Mechanic	33.01
23381 - Ground Support Equipment Servicer	26.51
23382 - Ground Support Equipment Worker	28.64
23391 - Gunsmith I	21.32
23392 - Gunsmith II	25.09
23393 - Gunsmith III	28.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.78
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.60
23430 - Heavy Equipment Mechanic	29.21
23440 - Heavy Equipment Operator	25.07
23460 - Instrument Mechanic	38.28
23465 - Laboratory/Shelter Mechanic	27.01
23470 - Laborer	16.95***
23510 - Locksmith	25.30
23530 - Machinery Maintenance Mechanic	30.52
23550 - Machinist, Maintenance	29.60
23580 - Maintenance Trades Helper	18.29
23591 - Metrology Technician I	38.28
23592 - Metrology Technician II	40.78
23593 - Metrology Technician III	43.28
23640 - Millwright	33.16
23710 - Office Appliance Repairer	23.06
23760 - Painter, Maintenance	21.34
23790 - Pipefitter, Maintenance	30.93
23810 - Plumber, Maintenance	28.90
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	28.43
23870 - Scale Mechanic	25.09
23890 - Sheet-Metal Worker, Maintenance	27.25
23910 - Small Engine Mechanic	22.89
23931 - Telecommunications Mechanic I	38.56
23932 - Telecommunications Mechanic II	41.09
23950 - Telephone Lineman	23.69
23960 - Welder, Combination, Maintenance	29.13
23965 - Well Driller	28.91
23970 - Woodcraft Worker	28.91
23980 - Woodworker	21.32
24000 - Personal Needs Occupations	
24550 - Case Manager	16.81***
24570 - Child Care Attendant	11.36***
24580 - Child Care Center Clerk	14.16***
24610 - Chore Aide	10.88***
24620 - Family Readiness And Support Services Coordinator	16.81***
24630 - Homemaker	16.81***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.78
25040 - Sewage Plant Operator	22.15
25070 - Stationary Engineer	24.78
25190 - Ventilation Equipment Tender	16.63***
25210 - Water Treatment Plant Operator	22.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.87
27007 - Baggage Inspector	15.51***
27008 - Corrections Officer	24.50
27010 - Court Security Officer	20.40
27030 - Detection Dog Handler	17.35***
27040 - Detention Officer	24.50
27070 - Firefighter	17.56***
27101 - Guard I	15.51***

27102 - Guard II	17.35***
27131 - Police Officer I	23.58
27132 - Police Officer II	26.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.22***
28042 - Carnival Equipment Repairer	18.92
28043 - Carnival Worker	12.21***
28210 - Gate Attendant/Gate Tender	17.34***
28310 - Lifeguard	12.31***
28350 - Park Attendant (Aide)	19.39
28510 - Recreation Aide/Health Facility Attendant	14.16***
28515 - Recreation Specialist	24.02
28630 - Sports Official	15.44***
28690 - Swimming Pool Operator	23.00
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.48
29020 - Hatch Tender	28.48
29030 - Line Handler	28.48
29041 - Stevedore I	26.34
29042 - Stevedore II	30.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.99
30021 - Archeological Technician I	23.75
30022 - Archeological Technician II	26.58
30023 - Archeological Technician III	32.88
30030 - Cartographic Technician	32.93
30040 - Civil Engineering Technician	30.61
30051 - Cryogenic Technician I	36.42
30052 - Cryogenic Technician II	40.21
30061 - Drafter/CAD Operator I	23.75
30062 - Drafter/CAD Operator II	26.58
30063 - Drafter/CAD Operator III	29.63
30064 - Drafter/CAD Operator IV	36.45
30081 - Engineering Technician I	17.39***
30082 - Engineering Technician II	19.52
30083 - Engineering Technician III	21.84
30084 - Engineering Technician IV	27.05
30085 - Engineering Technician V	33.08
30086 - Engineering Technician VI	40.02
30090 - Environmental Technician	27.75
30095 - Evidence Control Specialist	32.88
30210 - Laboratory Technician	35.49
30221 - Latent Fingerprint Technician I	31.01
30222 - Latent Fingerprint Technician II	34.27
30240 - Mathematical Technician	33.92
30361 - Paralegal/Legal Assistant I	22.44
30362 - Paralegal/Legal Assistant II	27.80
30363 - Paralegal/Legal Assistant III	33.99
30364 - Paralegal/Legal Assistant IV	41.13
30375 - Petroleum Supply Specialist	40.21
30390 - Photo-Optics Technician	32.93
30395 - Radiation Control Technician	40.21
30461 - Technical Writer I	25.72
30462 - Technical Writer II	31.47
30463 - Technical Writer III	38.07
30491 - Unexploded Ordnance (UXO) Technician I	29.28
30492 - Unexploded Ordnance (UXO) Technician II	35.43
30493 - Unexploded Ordnance (UXO) Technician III	42.46
30494 - Unexploded (UXO) Safety Escort	29.28
30495 - Unexploded (UXO) Sweep Personnel	29.28
30501 - Weather Forecaster I	36.42
30502 - Weather Forecaster II	44.30
30620 - Weather Observer, Combined Upper Air Or (see 2)	29.63
Surface Programs	
30621 - Weather Observer, Senior (see 2)	32.88
31000 - Transportation/Mobile Equipment Operation Occupations	

31010 - Airplane Pilot	35.43
31020 - Bus Aide	15.56***
31030 - Bus Driver	23.08
31043 - Driver Courier	17.75
31260 - Parking and Lot Attendant	11.55***
31290 - Shuttle Bus Driver	20.32
31310 - Taxi Driver	14.85***
31361 - Truckdriver, Light	19.50
31362 - Truckdriver, Medium	21.23
31363 - Truckdriver, Heavy	25.00
31364 - Truckdriver, Tractor-Trailer	25.00
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.27***
99030 - Cashier	12.83***
99050 - Desk Clerk	14.20***
99095 - Embalmer	29.28
99130 - Flight Follower	29.28
99251 - Laboratory Animal Caretaker I	16.64***
99252 - Laboratory Animal Caretaker II	18.28
99260 - Marketing Analyst	29.47
99310 - Mortician	29.28
99410 - Pest Controller	21.98
99510 - Photofinishing Worker	15.39***
99710 - Recycling Laborer	20.33
99711 - Recycling Specialist	25.21
99730 - Refuse Collector	17.88
99810 - Sales Clerk	14.35***
99820 - School Crossing Guard	14.93***
99830 - Survey Party Chief	27.58
99831 - Surveying Aide	20.37
99832 - Surveying Technician	25.06
99840 - Vending Machine Attendant	18.61
99841 - Vending Machine Repairer	24.07
99842 - Vending Machine Repairer Helper	18.61

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 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. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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: \$5.55 per hour, up to 40 hours per week, or \$222.00 per week or \$962.00 per month

HEALTH & WELFARE EO 13706: \$5.09 per hour, up to 40 hours per week, or \$203.60 per week, or \$882.27 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))."

"General Decision Number: LA20250008 09/19/2025

Superseded General Decision Number: LA20240008

State: Louisiana

Construction Type: Heavy Industrial

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 and Webster Counties in Louisiana.

HEAVY CONSTRUCTION PROJECTS (Industrial, Processing Plants, and Refineries)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$17.75 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 2025.
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:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

1	01/24/2025
2	02/28/2025
3	04/04/2025
4	04/18/2025
5	05/02/2025
6	06/20/2025
7	07/04/2025
8	09/12/2025
9	09/19/2025

BOIL0037-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 30.49	23.13

CARP0729-001 01/01/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 40.34	14.16

CARP1098-001 07/01/2024

ASCENSION, EAST BATON ROUGE, LIVINGSTON AND ST. JAMES (North of the Mississippi River) PARISHES

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 32.59	11.06

CARP1098-009 07/01/2024

BOSSIER, CADD0, OUACHITA, RAPIDES AND WEBSTER PARISHES

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 32.59	11.06

CARP1098-010 07/01/2024

ACADIA, LAFAYETTE, ST. LANDRY AND ST. MARTIN PARISHES

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 32.59	11.06

CARP1098-011 07/01/2024

CALCASIEU PARISH

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 32.59	11.06

CARP1846-003 07/01/2024

JEFFERSON, LAFOURCHE, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (South of the Mississippi River), ST. JOHN

THE BAPTIST, ST. TAMMANY, and TERREBONNE PARISHES

	Rates	Fringes
CARPENTER (including drywall hanging/framing, metal studs, and formsetting/formbuilding)....	\$ 32.59	10.52

ELEC0130-004 12/02/2024

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).....	\$ 35.00	16.03

* ELEC0194-008 09/02/2025

BOSSIER, CADD0, and WEBSTER PARISHES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 35.85	15.58

* ELEC0446-005 03/01/2025

OUACHITA PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 29.55	2%+13.77

ELEC0576-007 09/01/2025

RAPIDES PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 30.00	4.25%+10.75

ELEC0861-007 09/01/2024

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

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 31.98	4.34%+13.75

ELEC0995-007 01/01/2025

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

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 29.47	13.50

ELEC1077-004 05/26/2025

ST. TAMMANY PARISH

	Rates	Fringes
ELECTRICIAN (including low voltage wiring).....	\$ 30.35	3%+11.55

ENGI0406-016 07/01/2010

	Rates	Fringes
Power equipment operators: (Acadia, Bossier, Caddo, Calcasieu, Lafayette, Ouachita, Rapides, St. Landry, St. Martin, and Webster Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.90	7.95
Crane, over 150 tons.....	\$ 25.40	7.95
Power equipment operators: (Ascension, Livingston, and St. James Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95
Power equipment operators: (Lafourche, St. Bernard, St. Charles, St. John the Baptist, St. Tammany, and Terrebonne Parishes)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95
Power Equipment Operators (East and West Baton Rouge)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95
Power equipment operators: (Orleans, Jefferson, Plaquemines)		
Crane, 50 to 150 tons.....	\$ 25.15	7.95
Crane, below 50 tons.....	\$ 24.65	7.95
Crane, over 150 tons.....	\$ 26.15	7.95

IRON0623-004 01/01/2025

ASCENSION, EAST BATON ROUGE, LAFAYETTE (Eastern Portion),
LIVINGSTON, ST. JAMES (Northwestern Portion), ST. LANDRY, and
ST. MARTIN PARISH

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 34.75	13.86

IRON0623-009 01/01/2025

BOSSIER, CADDO, AND WEBSTER PARISHES

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 34.75	13.86

IRON0623-013 01/01/2025

ACADIA, CALCASIEU, LAFAYETTE (Western Portion), OUACHITA, AND
RAPIDES PARISHES

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 34.75	13.86

IRON0623-019 01/01/2025

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

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 34.75	13.86

* LAB00099-005 07/01/2006

CALCASIEU PARISH

	Rates	Fringes
Laborer, common.....	\$ 12.79 **	1.73

* LAB00099-007 07/01/2006

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

	Rates	Fringes
Laborer, common		
Jefferson, Orleans, St. Bernard, and Terrebonne Parishes.....	\$ 12.79 **	1.73
Lafourche, Plaquemines, St. Charles, and St. John the Baptist Parishes.....	\$ 11.19 **	1.73
St. James and St. Tammany Parishes.....	\$ 10.00 **	1.73

* LAB00099-008 01/01/2005

ACADIA, FRANKLIN, LAFAYETTE, OUACHITA, RAPIDES, ST. LANDRY,
AND ST. MARTIN PARISHES

	Rates	Fringes
Laborer, common.....	\$ 11.00 **	3.50

* LAB00099-011 09/01/2005

ASCENSION, EAST BATON ROUGE, AND LIVINGSTON PARISHES

	Rates	Fringes
Laborer, common.....	\$ 15.00 **	2.77

* LAB00692-001 05/01/2005

BOSSIER, CADD0, AND WEBSTER PARISHES

	Rates	Fringes
Laborer, common.....	\$ 12.00 **	2.10

PAIN1244-003 11/01/2019

NEW ORLEANS AREA - ASCENSION, EAST BATON ROUGE, JEFFERSON, LAFAYETTE, LAFOURCHE, LIVINGSTON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, ST. JOHN THE BAPTIST, ST. LANDRY, ST. MARTIN, ST. TAMMANY, AND TERREBONNE PARISHES

	Rates	Fringes
PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73

PAIN1244-004 11/01/2019

LAKE CHARLES AREA - ACADIA AND CALCASIEU PARISHES

	Rates	Fringes
PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73

PAIN1244-005 11/01/2019

SHREVEPORT AREA - BOSSIER, CADD0, OUACHITA, RAPIDES, AND WEBSTER PARISHES

	Rates	Fringes
PAINTER (brush, roller, spray, and sandblaster).....	\$ 21.91	9.73

PLUM0060-001 06/05/2023

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

	Rates	Fringes
PIPEFITTER (excluding HVAC pipe).....	\$ 31.70	13.85
PLUMBER (including HVAC pipe and setting system).....	\$ 31.70	13.85

PLUM0141-001 08/01/2023

BOSSIER, CADD0, and WEBSTER PARISHES

	Rates	Fringes
PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 28.48	14.47

PLUM0141-007 08/01/2024

OUACHITA PARISH

	Rates	Fringes
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PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 28.75	11.86
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 PLUM0198-001 12/08/2022

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

	Rates	Fringes
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PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 32.42	16.50
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 PLUM0198-008 06/01/2014

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

	Rates	Fringes
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PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 25.90	13.65
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 PLUM0247-001 05/01/2020

RAPIDES PARISH

	Rates	Fringes
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PLUMBER/PIPEFITTER (including HVAC pipe and setting system)....	\$ 26.50	13.39
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 * SULA2004-005 05/19/2004

	Rates	Fringes
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Cement Mason/Concrete Finisher...	\$ 16.89 **	2.45
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Power Equipment Operator Oiler.....	\$ 11.16 **	3.09
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 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). 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 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"