

REQUEST FOR PROPOSAL

On-Call Emergency Response For Hazardous Materials (REBID)

Solicitation # 2024-SWB-05



Proposal Due Date: February 28, 2024

Proposal Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Request for Proposal
2024-SWB-05
ON-CALL EMERGENCY RESPONSE FOR HAZARDOUS MATERIALS

The Sewerage and Water Board New Orleans (SWBNO) is seeking qualified professionals to provide On Call Hazardous Materials Emergency Response at SWBNO facilities located within Orleans Parish, Louisiana.

In addition, the qualified firm must be able to provide On-Call services for the SWBNO during an emergency event such as a terrorist attack and natural disasters such as hurricanes. The qualified firm must be able to provide a list of contact numbers for a 24-hour emergency event. The emergency contact list shall have the person's latest home phone number and cellular number. The selected firm and its employees will be issued Emergency Placards for entry into the city should the city be evacuated.

RFP will be available **January 31, 2024**, 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 **non-mandatory** pre-proposal conference for this RFP will be held on **February 7, 2024**, at **10:00 am CST** at the SWBNO Administration Building, 625 St. Joseph St. – Executive Boardroom, New Orleans, LA 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 248 714 447 548

Passcode: dHxn8W

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 504-224-8698,,478512776#](#)

Phone Conference ID: 478 512 776#

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

Inquiries and/or Requests for Clarification are due to **Cash K. Moses, on February 15, 2024, no later than 5:00 pm CST** via in writing or email to cmoses@swbno.org. All responses will be posted on or before **February 21, 2024**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **February 28, 2024, 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 New Orleans (SWBNO) is seeking qualified professionals to provide On Call Hazardous Materials Emergency Response at SWBNO facilities located within Orleans Parish, Louisiana.

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 **Cash K. Moses, Procurement Director**, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, **504-585-2428**, cmoses@swbno.org.

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to cmoses@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 **Cash K. Moses, on February 15, 2024, no later than 5:00 pm CST** via in writing or email to cmoses@swbno.org. All responses will be posted on or before **February 15, 2024, no later than 5:00 pm CST**. 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 either courier/mail service or via email.

Ways to submit a response:

Hard Copy Submission:

One (1) signed hardcopy of the bid with one (1) electronic version in searchable .pdf on a flash drive in a sealed envelope

and

One (1) Signed hardcopy of the cost proposal in a separate sealed envelope

Marked **2024-SWB-05 – On-Call Emergency Response for Hazardous Materials (REBID)**

To:

Sewerage & Water Board of New Orleans
Attn: Cash K. Moses - Procurement Department
625 St. Joseph Street, Room 133
New Orleans, LA 70165

Mail or courier: Proposer remain responsible for ensuring that the proposal is delivered prior to the submission deadline with a proof of delivery. Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

Electronic Submission:

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

Subject Line: **2024-SWB-05 – On-Call Emergency Response for Hazardous Materials (REBID)**

COST PROPOSALS MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPE OR SEPARATE DIGITAL FILE

– [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 “**2024-SWB-05 –On-Call Emergency Response for Hazardous Materials– [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) will 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 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 Contractors 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
RFP Release	January 31, 2024	
Non-Mandatory Pre-Proposal Meeting	February 7, 2024	10:00am
Deadline for written questions	February 15, 2024	5:00pm
Responses to questions/clarification	February 21, 2024	
Proposal due date and time	February 28, 2024	11:00am
Evaluation Committee Meeting	March 2024	
Award of Contract(s)	March 2024	

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 ON-CALL EMERGENCY RESPONSE FOR HAZARDOUS MATERIALS

2.1 Overview of the SWBNO

The 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. The 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 Sewerage and Water Board New Orleans (SWBNO) is seeking qualified professionals to provide On-Call Emergency Response for Hazardous Materials at SWBNO facilities located within Orleans Parish, Louisiana.

1. The Contractor shall supply Hazardous Waste Operations and Emergency Response (HAZWOPER) trained and skilled laborers to respond to and clean up spills, including:
 - a) assessment of type and extent of spill
 - b) clean-up using appropriate methods and equipment
 - c) assist with the proper disposal and any analytical testing as needed (SWBNO) at an approved disposal site
2. The contractor shall prepare a site-specific Health and Safety Plan (HASP) as performance of the spill response.
 - a) The spill and task specific HASP must comply with the federal 29 CFR 1910.120 requirements "Hazardous Waste Operations and Emergency Response" (HAZWOPER). The HASP, at a minimum, shall provide the following:
 1. A well-organized structure to identify, evaluate, control, and remediate all spills of hazardous chemicals, especially oil.
 2. Specific organizational roles and responsibilities.
 3. That each project team has sufficient technical resources and training to complete their task(s).
 4. Definitions of roles, and communication channels; and
 5. Emergency response routes and procedures.
 - b) The HASP will cover hazards associated with documented contamination at spill site(s) and will also be used in areas where unknown contaminants are expected to be encountered.
 1. Includes waste profile and manifest of all waste removed from site. These documents are

to be submitted to SWBNO Environmental Services prior to invoicing for work associated with cleanup activities and submitted within 48 hours of disposal.

2. Includes on-site monitoring by an environmental professional in contaminated areas, soil, and groundwater screening levels,
 3. Specify required type of personal protective equipment and action levels to determine when each type of protective equipment is to be used, and
 4. Ensure minimum worker training requirements.
- c) This HASP may be prepared from a generic spill response HASP.
- d) All contractors and sub-contractors shall be covered by the HASP.
3. Contractor shall supply spill equipment and supplies for use at the SWBNO sites for spill clean-up and pollution prevention.
 4. Contractor shall perform removal of drums, contaminated materials, and other related materials associated with spill clean-up and pollution prevention activities. Waste profile and manifests shall be submitted to SWBNO within thirty (30) days of final disposal/recycling. All manifests shall be submitted to SWBNO representative for review and signature.
 5. EMERGENCY TELEPHONE -The contractor shall, before contract work begins, furnish to the Environmental Affairs Department and/or other designated representatives Telephone Numbers at which company officers or responsible persons can be contacted at night, weekends and holidays in case of emergencies.
 6. Spills of hazardous materials, such as oil and hazardous chemicals, tanker accidents resulting in spills, and spills from bulk storage containers are types of spills which may require a response by the Contractor. The majority of the time, the public will report these types of spills through 911. The NOFD immediately responds to the 911 call to protect public health and safety by containing spilled material. While the City Fire Department will take the lead, other federal, state, and local agencies may be involved in the spill response process. When there is a hazardous materials release to canals, sewers, public right-a-ways or SWBNO facilities, the Board's Environmental Affairs Department and/or the City will be contacted and on-site to assist first responders and contract workers. Large or hazardous spills are normally referred to the Louisiana State Police (225.925.6595) and the City of New Orleans Emergency Preparedness Office.
 7. It is difficult to write a procedure to cover all field scenarios that may exist and that consider variables such as site drainage, topography, risk to life and property, nature of hazardous materials, and provide predetermined written conclusions as to the best courses of containment action. However, the New Orleans Fire Department (NOFD) Hazardous Materials Unit (HAZMAT) has First Responders that are trained in spill response counter measures, which involve spill containment and control measures. Additionally, The NOFD's (HAZMAT) acts as first responders, along with Environmental Affairs staff for incidents involving hazardous materials releases to canals, sewers, public right-a-ways or SWBNO facilities.
 8. When an/or responsible party cannot be identified, the Board may use the Contractor to contain and remove spilled materials from canals, sewers, public right-a-ways or SWBNO facilities.
 9. For large spills, the Contractor will be notified by the Environmental Affairs Department to begin

cleanup operations.

10. The Small spills category covers oil spills from vehicles, small containers no larger than 55 gallons, and other spills that have not been identified under the definition of large spills. Most spills under this category are associated with LDEQ and/or citizen complaints, stemming from illegal and/or accidental materials releases from commercial, private, or industrial activities. Some examples include paint, motor oil yard waste, concrete or other non-storm water materials discharged into to canals, sewers, public right-a-ways or SWBNO facilities.
11. When a citizen reports a spill through 52-WATER (Sewerage and Water Board) or 311 (City), it is referred to the SWBNO Environmental Affairs Department. The investigator identifies the source of the spill by tracing potential discharge pathways and interviewing available witnesses. If the source is located, enforcement action will be taken against the responsible party in accordance with Section 16.1 of the plumbing code and the Board Enforcement Response Plan. In the case of non-compliance or when the responsible party cannot be identified, the Board may use a spill cleanup contractor to contain and remove the spilled material.
12. The Environmental Affairs Department personnel will notify the Contractor by phone and email. The email will serve as the written record to document the response time of the Contractor. The Contractor shall physically be on site of the emergency within one hour or less of the notification of the emergency by the SWBNO Environmental Affairs Department.
13. The Contractor Shall Assume Full Responsibility for any errors in parts, supplies or workmanship on all items supplied or repaired by the Contractor, resulting from his negligence or work not done in accordance with or at the direction of the Board or its assigned representatives. The Contractor shall correct any and all errors at his cost.

For both large and small spills, the Contractor shall physically be on site of the emergency within one hour or less of notification of the emergency by the Environmental Affairs Department of the SWBNO. If the contractor fails to meet this requirement, the contractor will be charged at the following rate:

<u>Respond to Spill by Physically Being on Site</u>	<u>Penalty</u>
Greater than 1 hour, but less than 2 hours	\$1000.00
Greater than 2 hours, but less than 3 hours	\$2000.00
Greater than 3 hours, but less than 4 hours	\$3000.00
Greater than 4 hours	Penalty will be \$1000/hour late

The Contractor shall also be responsible for a detailed report on all clean-up actions taken and equipment used, including:

- a. Assessment of type and extent of spill
- b. Clean-up using appropriate methods and equipment

2.3 Contract Terms and Compensation

The contract period is for five (5) years and is scheduled with initiation of the contract period following approval by the SWBNO Board of Directors (Board) and issuance of Notice to Proceed.

Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening. Any attempt by the proposer to amend proposal prices shall constitute default as outlined in this specification.

Prices quoted in the proposal response shall include all shipping and delivery costs.

The Sewerage and Water Board shall insist that the work performed, and supplies furnished shall be of the highest quality. The Board reserves the right to stop work if it appears to be in the best interest of the Board. The Contractor shall give a thirty (30) day warranty on all work performed under this contract on parts, labor, and materials.

Contract Renewal Option

Between ninety (90) and one hundred twenty (120) days prior to the end of the initial contract period, the Contractor shall submit in writing to The Board (to the address specified in Paragraph 1, herein) stating their intent to renew (or not to renew) the contract with all terms, conditions, and prices of the original contract. Upon receiving and evaluating any proposals for contract renewal, the Board will have the option to accept this proposal for the additional renewal term(s), or to reject this proposal and open the contract for public bid if doing so would be in the best interest of the Board.

Price Adjustments:

Contract prices are to remain firm through the effective dates of the contract. The Contractor may request a price adjustment, in writing, between ninety (90) and one hundred twenty (120) days prior to the contract renewal date with the Contractor's proposal stating his intent to renew the contract. If the Contractor does not request a price adjustment between 90 and 120 days prior to the contract renewal date with the Contractor's proposal to renew the contract, no price adjustment will be made. All price adjustments must be approved by the Board's Procurement Department prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the Board.

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.

The Board shall contact the contracted firm when clean-up work is required at a spill.

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 Contractor 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 Contractor 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 Contractor 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 Contractor confirms that no principal, member, or officer of the Contractor 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

Contractor 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 Contractor 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 Contractor'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 Contractor or subcontractor’s employees to enter the Board’s facilities or job sites, a senior employee of the Contractor and/or any subcontractor 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.

Contractor 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 Contractor 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 Contractor. Contractor 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, Contractor shall make applicable insurance policies available for review by the Board. Contractor shall retain its rights to restrict disclosure of Contractor’s proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Contractor 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 Masters 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 Contractor, 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 Contractor's negligent performance of work described herein.

In addition, Contractor 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 Contractor 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 Contractor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Contractor 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. Contractor 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. Contractor 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 Contractor 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 Contractor and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Contractor.

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 contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor 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. Contractors 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 Subcontractor

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 subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor 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 Living Wage

The Contractor agrees to abide by City Code sections 70-801, et seq., which requires payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wage**"). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the Sewerage and Water Board.

Current Living Wage. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

- \$11.19 per hour for any work performed on or before December 31, 2021;
- \$13.25 per hour for any work performed on or before December 31, 2022;
- \$15.00 per hour for any work performed on or before December 31, 2023; and
- \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economicdevelopment/workforce-development>

2.15 Economically Disadvantaged Business Program

To ensure the full participation of DBE's in all phases of SWBNO's procurement activities, all Proposers at time of proposal submission shall complete and submit an Economically Disadvantaged Business Participation Summary Sheet along with signed correspondence from SLDBE(s) on their letterhead. If the DBE Participation Summary Sheet and signed correspondence are not submitted, it shall be determined that the proposer is non-responsive and the proposal will not be evaluated by the Selection Committee.

A DBE goal of **five percent (5%)** has been established for this RFP. The Proposer shall agree to use its best efforts to assure that all Proposers comply with the factors set forth in the DBE Program, to meet the goal for DBE participation in the performance of this solicitation.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at https://www.swbno.org/business_disadvantagedbusinessprogram.asp.

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 averaged in each category in order to score the proposals out of a possible 100 points.

The Selection Committee shall first evaluate the proposals on the basis of criteria other than price.

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

(0-20 points) Proposer Methodology/Approach

(0-25 points) Proposer Experience

(0-20 points) Proposer Service Capabilities

(0-25 points) Net overall cost for the proposed services. (Cost shall be considered in proposal evaluations, but shall not be the sole determining factor).

(0-10 points) Proposal complies with contract DBE participation goal of 5% and is willing to promote full and equal business opportunities in accordance with the Board's State-Local Disadvantaged Business Enterprise Program

3.3 Price Evaluation

Cost proposals must be submitted in a separate envelope or file (if emailed) 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

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 Recommendation of Award letter will contain the name and contact information of the representative of 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 on 8 ½ x 11 inch paper 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 INTRODUCTION AND EXPERIENCE

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

- Abilities
- Capacity
- Skill
- Strengths
- Number of years in business
- Number of employees

4.4 PROPOSER METHODOLOGY/APPROACH

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the SWBNO.
- Define its functional approach in providing the services as outline in section 2.2 Scope of Work.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a sample Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing. In the timetable, specifically identify how quickly the equipment can be procured once a notice to proceed is given and how quickly the equipment can be installed once procured.
- Each proposer must include your firm's response time to Orleans Parish, Louisiana. This should include response time for both incident assessment and actual mobilization to the scene with the appropriate resources to complete the response. This should include response time for incidents that occur during normal business hours, response time after hours and on weekends, holidays, and response time for

emergency events such as terrorist attack or natural disasters.

- Please include a description of equipment listed in the *Price Proposal*.
- Present innovative concepts for consideration.
- Define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
- Define its strategy for project team organization and task assignments.
- Define its approach to identifying issues, the tracking mechanism used to track issues through to the issue resolution, and the process to develop recommendations for resolutions. Topics addressed should include:
 - Issue identification
 - Issue tracking
 - Issue review and prioritization
 - Issue analysis
 - Recommendation for issue resolution
 - Issue escalation

4.5 PROPOSER EXPERIENCE

In this section of the proposal, each Proposer should describe successful company experience that is relevant to the proposed tasks listed in Section 2.2, *Scope of Work*. Both government and privately sponsored work may be included. Experience in or around the Greater New Orleans area is preferred, please include if applicable.

Each proposer should describe projects undertaken by their company during the past three (3) years. Experience gained through joint ventures by their company may be included only if the company sponsored the joint venture. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

For each listed project, the proposer should provide:

- (1) The name and address of the client
- (2) The name and telephone number of the client's contact person;
- (3) The starting and ending dates of the project (contract term);
- (4) Response time;
- (5) The total dollar amount of the project; and
- (6) A brief description of the project.

Proposer must include at least three (3) complete entries. Complete entries must include the current client telephone number in the case SWBNO contacts a representative from the listed clients as references for the proposer during the evaluation process.

4.6 PROPOSER SERVICE CAPABILITIES

In this section, each proposer should describe the qualifications and experience of all key personnel assigned to this project. Pertinent information must be included for each to document the following areas:

- Certifications and accreditations
- Familiarity with equivalent processes should be described, giving examples of recent projects
- Resumes of main staff attributed to the project (1 page limit per resume)

All subcontractors intended to perform the work described in Section 2.2, *Scope of Work*, must be identified. All work not identified as being performed by a subcontractor shall be attributed to the work of the prime contractor. The identity of each proposed subcontractor must also be included on the *Proposal Cover Sheet* (RFP Attachment A). Any subcontractor arrangements other than those listed in the proposal shall require prior approval by the SWBNO. Identify which subcontractors are classified as the SWBNO certified DBE vendors.

Proposers must:

- (1) Identify each proposed subcontractor (company name and address).
- (2) Describe the aspects of the proposed services to be performed by the proposed subcontractor;
- (3) Describe the proposed subcontractor's experience and qualifications for performing these services;
- (4) State whether the proposed subcontractor's work is covered by the proposer's insurance and liability guarantees or by the proposed subcontractor's own insurance and liability guarantees; and
- (5) Include a letter of agreement or some other form of written commitment from each proposed subcontractor demonstrating their willingness to perform these services;

4.7 COST PROPOSAL

Please provide the cost for each line item in Attachment B – Pricing Form. This should be submitted in a separate sealed envelope or separate file (if emailing).

SWBNO not pay for the following:

- travel expenses
- per diem
- mileage
- fuel
- meals

4.8 REQUIRED ATTACHMENTS

ATTACHMENT A – COVER SHEET

ATTACHMENT B – PRICING FORM

ATTACHMENT C – REQUIRED AFFIDAVITS AND DBE SUMMARY SHEET

RFP Submittal Document Checklist

- _____ Technical Proposal with required tabs
- _____ Cost Proposal (separate envelope or separate file)
- _____ Attachments (Affidavits and DBE) (Completed and Signed)

Proposers not submitting the required documents and attachments result in your response being deemed non-responsive.

ATTACHMENT A
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 B
PRICING FORM

ITEM	QNT.	UNIT	DESCRIPTION	UNIT PRICE		AMOUNT
Hazardous Material Response Personnel						
1A	1	10 hrs	Supervisor/Foreman average estimate per event			
1B	1	5 hrs	Chemist average estimate per event			
1C	1	5 hrs	Recovery Technician average estimate per event			
Oil Spill Personnel						
2A	1	20 hrs	Foreman average estimate per event			
2B	1	20 hrs	Laborer average estimate per event			
Equipment						
3A	1	1 Truck	Vacuum Truck			
3B	1	1 Trailer	Hazardous Materials Response Trailer			
3C	2	1 Truck	Pick-up Truck			
3D	2	1 Wash pump	Wash pump with hoses			
3E	2	1 Flatboat	Flatboat with motor			
3F	2	1 Flatboat	Flatboat without motor			
3G	1	1 Generator/Portable Light	Generator/Portable Light Unit			
3H	2	1 Diaphragm Pump	Diaphragm Pump			
3I	2	1 Self-contained Breathing Apparatus	Self-contained Breathing Apparatus (30 minute duration)			
3J	1	1 Self-contained Breathing Apparatus	Self-contained Breathing Apparatus (60 minute duration)			
3K	1	1 Airline respirator Unit	Airline Respirator Unit			
3L	1	1 Full Face Respirator	Full Face Respirator			
3M	5	1 Half Face Respirator	Half Face Respirator			
3N	1	1 Respirator Cartridge	Respirator Cartridge			
3O	5	(1) 10ft. section Containment Boom	18" Containment Boom			
3P	5	(1) 10ft. section 5" Absorbent Boom	5" Absorbent Boom			
3Q	5	(1) 10ft. Section 8" Absorbent Boom	8" Absorbent Boom			
3R	200 (bail)	1 bail absorbent pads	Absorbent Pads			
3S	5	One 50lb. Bag	Granulated Absorbent			
3T	5	One Level A Suit	Level A Suit			
3U	5	One Level B Suit	Level B Suit			
3V	20	One Level C Suit	Level C Suit			
3W	20 pair	One pair disposable boot	Disposable Boots			
3X	20 pair	One pair disposable gloves	Disposable Gloves			
3Y	20 pair	One pair disposable coveralls	Disposable Coveralls			
3Z	2	One drum	Open top 55 gallon Drum			
3AA		One drum	Open top 55 gallon Drum			
3BB		One drum	Open top 85 gallon Drum			

Minimum Acceptable Monitoring Equipment						
4A		One gas indicator	Combustible Gas Indicator			
4B		One oxygen indicator	Oxygen Indicator			
4C		One Vapor analyzer	Organic Vapor analyzer			
Supplies for SWBNO Use						
5A		(1) 10ft. section Containment Boom	18" Containment Boom			
5B		(1) 10ft. section 5" Absorbent Boom	5" Absorbent Boom			
5C		(1) 10ft. Section 8" Absorbent Boom	8" Absorbent Boom			
5D		1 bail absorbent pads	Absorbent Pads			
5E		One 501b. Bag	Granulated Absorbent			
Removal of Drums and other Contaminated Material						
6A		Drums	Empty drums at various SWBNO facilities			
6B		Overpack Drums	Overpack drum containing leaking/damaged drum			
6C		Contaminated Material	Various contaminated material such as soil, absorbent pads, absorbent material			
					Total	

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
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
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
ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is 5 %

Contract Name: 2024-SWB-05 - RFP On-Call Emergency Response for Hazardous Materials (REBID)

Name and Address of Disadvantaged Business Enterprise Company	Name of Contact Person	Scope of Work to be Performed	Percentage of Work to be Performed

THIS FORM MUST BE COMPLETED AND SUBMITTED AT THE TIME OF RFQ SUBMISSION, ALONG WITH SIGNED CORRESPONDENCE FROM SLD BE(S) ON THEIR LETTERHEAD REAFFIRMING NEGOTIATED TERMS. FAILURE TO DO SO WILL RENDER THE BID NON-RESPONSIVE.

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

Prime Representative Name:

Print Name: _____

Prime Company's Name: _____

Prime Address: _____

Prime Signature:

Signature: _____

Prime Company's Name: _____

Email Address: _____

Telephone Number: _____

ATTACHMENT J
DISADVANTAGED BUSINESS ENTERPRISE POLICY

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

In accordance with the adoption of Resolution R231-97, the Sewerage and Water Board of New Orleans has established a race and gender-neutral Disadvantaged Business Enterprise (DBE) Plan. As part of that Plan, on any publicly bid goods and services (which shall include professional and non-professional services) project, not involving funds from a source other than the Sewerage and Water Board of New Orleans, the prime contractor shall be required to make a demonstrated good faith effort to award (5 %) percent of the amount of the contract to certified disadvantaged business enterprises as **service providers or suppliers performing commercial useful functions which are consistent with the services or supplies required on this contract**. The percent participation having been determined for this specific contract by recommendation of the **Staff Contract Review Committee (SCRC)**, which is comprised of Sewerage and Water Board staff members. This percentage requirement shall be considered an informality which is subject to modifications and may be waived or adjusted by the Sewerage and Water Board of New Orleans if the prime contractor, after having demonstrated a good faith effort, is unable to comply with the requirement.

DEMONSTRATED GOOD FAITH EFFORTS

Before receiving an award of the contract, the Contractor must meet the DBE goals or prove that he/she has made demonstrated good faith efforts. To determine whether a particular contract bidder has made demonstrated good faith efforts to reach the DBE participation goal, the Board and its staff will consider the following:

- a. whether the Contractor attended all pre-bid meetings that may have been scheduled by the Board to inform DBE firms of subcontracting opportunities and/or requested the Board Directory of Certified DBE firms.
- b. whether the Contractor advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the subcontractors reasonable time to respond.
- c. whether the Contractor provided written notice to a reasonable number of individually named DBE firms and allowed sufficient time for the DBE firms to participate effectively.
- d. whether the Contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding.
- e. whether the Contractor selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation).
- f. whether the Contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
- g. whether the Contractor negotiated in “good faith” with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. if the Contractor did reject a DBE as unqualified, the Contractor must state his or her reason for doing so in writing.

- i. whether the Contractor has used the services of available community organizations and small and/or disadvantageded business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms;
- j. whether the Contractor has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:
 - (1) Names, addresses, telephone numbers of DBEs that the Contractor contacted,
 - (2) A description of information provided to those DBE firms, and
 - (3) A statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs' price exceeded that of non-DBEs.

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 Professional Service and/or Goods and Service contract.

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. **Bidders are required to utilize DBE's as service providers or suppliers only in the areas for which they are certified. 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/vendors are required to contact DBE's and obtain

a firm price before listing the DBE's on the Participation Summary Sheet.

5. **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.

6. **Failure to Carry Out DBE Policy:**

All bidders, potential 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.

7. **Setting Minimum Participation Goals:**

The stated minimum percentage DBE participation goal recommended by SCRC and approved by the Board applies to the work of this contract. Bids which are not accompanied by a properly completed Schedule of DBE Participation Summary Sheet showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBEs shall be considered unresponsive, 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.

8. **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.

9. 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.

10. Contract Monitoring:

- a.** 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.

- B.** 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

a. 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.

b. 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 quarterly report 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.

c. 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.

d. 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.

e. 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.

f. 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. POLICY TO ENHANCE THE USE OF DBE VENDORS

All vendors/contractors are encouraged to identify and use S&WB certified **DBE** vendors to the fullest extent possible in major as well as minor purchases of heavy equipment, hardware supplies, etc.

The Sewerage and Water Board has a long-standing commitment to fairness and equal opportunity in hiring and contracting. As such, the workforce of contractors/vendors is encouraged to be representative of a diverse population. Achievement of the full benefits of diversity will only come when an attitude of inclusion is adopted.

The Sewerage and Water Board believes that developing such a policy would be a positive step to increase the dollar value of contracts awarded to **DBE** vendors and subcontractors.

17. ACCESS TO APPROVED VENDOR LISTS

The current listings of Vendors approved by the Sewerage and Water Board are available for use by the bidders on the Sewerage and Water Board external Website, WWW.SWBNO.ORG.

ATTACHMENT K
SPECIAL CONDITIONS FOR FEMA COMPLIANCE (10.7.2021)

The Consultant/Contractor (whether referred to by either term) is advised that this project is to be funded by FEMA. This is an acknowledgement that FEMA financial assistance will be used to fund all or any portion of the contract to which these Special Conditions are appended. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. Notwithstanding any provision of the Agreement to the contrary, the following terms and conditions are applicable to this Agreement.

TERMINATION FOR CAUSE. The Board and the Consultant/Contractor shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

TERMINATION FOR CONVENIENCE. The Board shall have the right to terminate this Agreement without cause by giving the Consultant/Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the Board elects to terminate for convenience, the Board shall be obligated to pay the Consultant/Contractor only for those Services performed up to and through the date of termination.

REMEDIES AND SANCTIONS AGAINST CONSULTANT'S DEFAULT. The Sewerage and Water Board of New Orleans retains all rights and recourse under Louisiana law to enforce this Agreement or recover damages in connection with any Consultant/Contractor breach or violation hereof.

EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS BACON ACT (applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.)

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of (29 CFR Part 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

COPELAND ANTI-KICKBACK ACT (not applicable to Public Assistance Grant Program, but otherwise applicable to all construction or repair work above \$2,000 where the Davis-Bacon Act also applies)

- a. Contractor. The contractor shall comply with 18 U.S.C. Section 874, 40 U.S.C. Section 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. Section. 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Board shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower

tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable – this requirement applies to “funding agreements” but DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, or other programs where FEMA awards do not meet the definition of “funding agreements”.) For any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, or other “funding agreement” under 37 C.F.R. sec. 401.2(a), where the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations.

CLEAN AIR ACT.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the Sewerage and Water Board of New Orleans and GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT.

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

LAC Title 33

The Contractor hereby agrees to the provisions which require the compliance with all applicable standards, order, or requirements issued pursuant to LAC Title 33 Part V Hazardous Waste and LAC Title VII Solid Waste.

CLEAN WATER ACT.

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

FEDERAL WATER POLLUTION CONTROL ACT.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the Sewerage and Water Board of New Orleans and GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT. The Consultant/Contractor represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Sewerage and Water Board of New Orleans. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Sewerage and Water Board of New Orleans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT.

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS.

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
2. Meeting Contract performance requirements; or
3. At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ACCESS TO RECORDS AND RETENTION OF RECORDS.

- (1) The Consultant/Contractor shall grant and agrees to provide the Board, the City of New Orleans, the State of Louisiana, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Consultant/Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Board and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- (5) The Consultant/Contractor shall retain, and shall require any and all subcontractors to retain, all records pertaining in any respect to this contract, for five (5) years from the date of termination or other completion of this contract, or

until such time as the State of Louisiana or the Board makes final payments and all other pending matters related to the Agreement are closed, whichever is later.

DHS SEAL, LOGO, AND FLAGS.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS. This is an acknowledgment that FEMA financial assistance will be used to fund this Contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Consultant/Contractor certifies, to the best of his/her/its knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant/Contractor's Authorized Official

Date

Name and Title of Consultant/Contractor's Authorized Official