REQUEST FOR PROPOSAL

H₂O Academy - Employee Development and Training

Proposal Opening Date:  March 2, 2020
Proposal Opening Time:  11:00 am (Local Time)

Sewerage and Water Board of New Orleans
Human Resources

January 22, 2020

NOTE TO PROPOSERS:

1) Submit the separate set of Proposal Forms with all required information as your Proposal.

2) Retain the complete set of Specifications and Contract Documents for your file.
Sewerage and Water Board of New Orleans

Department of Human Resources – Training Unit
625 St. Joseph Street, Room 302, New Orleans, LA. 70165

REQUEST FOR PROPOSAL (RFP) COVER PAGE

Issue Date: January 29, 2020

Request for Proposal Number: 123460-H2O Academy - Employee Development and Training

For:
H2O Academy - Employee Development and Training

Department:
Human Resources

Date/Time of Closing:
March 2, 2020

Contract Administrator:
Employee Relations Manager

Date/Time Last Day for Questions:
February 12, 2020 @ 5:00 pm (local time)

Date/Time Pre-Proposal Meeting:
February 10, 2020 at 10:00am (local time)

Pre-Proposal Meeting Mandatory:
Yes ☐ No ☐ X N/A

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by The Sewerage and Water Board of New Orleans the items or services offered and accompanying attachments shall constitute a contract.

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by The Sewerage and Water Board Purchasing Office, 625 St. Joseph Street until the date/time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The Sewerage and Water Board does not discriminate against small and minority businesses or faith-based organizations.

Vendor Information

Name of Vendor: ________________________________ Telephone #: ________________________________

Address: ________________________________ Federal Employer Identification #: ________________________________

State Corporation Commission #: ________________________________

Contact Name: ________________________________ Contact Email Address: ________________________________

By signing this bid, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this RFP.

Vendor’s Legally Authorized Signature: ________________________________ Date: ________________________________

Print Name: ________________________________ Title: ________________________________

Please take a moment to let us know how you found out about this Request for Proposal (RFP) – Check one:

☐ SWBNO Website ☐ City of NO Website ☐ Bid Room (Please List) ________________________________

☐ The Advocate Newspaper ☐ Notified by SWBNO Directly ☐ Posted on SWBNO bulletin SWBNO ________________________________

☐ Other (Please List) ________________________________

*This document must be completed & returned with proposal submission.*
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I. PURPOSE
The Sewerage and Water Board of New Orleans (SWBNO) invites qualified firms to submit sealed proposals to provide customized employee learning and development training and related services, as described herein (Services). The Contractor will work collaboratively with the Human Resources Training Unit to support training mandates and the SWBNO’s employee learning and development goals and initiatives. The SWBNO understands Proposers may not be able to provide all subjects and/or training styles, therefore the SWBNO reserves the right to award the Services set forth in this solicitation to multiple firms.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

II. DEFINITIONS
Whenever the following words occur in this request for proposals, they shall have the following meanings:

Agreement or Contract shall mean any contractual agreement awarded in connection with this Request for Proposals.

SWBNO or Agency shall mean the Sewerage and Water Board of New Orleans.

City shall mean the City of New Orleans.

Contract Administrator shall mean the SWBNO’s Contract Administrator. Any reference to the Contract Administrator in the Agreement shall mean the Contract Administrator or designated representative.

The Agreement will be performed under the direction, inspection and supervision of the Contract Administrator.

Competitive Sealed Proposals are a transparent procurement method in which Proposals from competing Contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed Agreement. Award is typically made to the most qualified Proposer or Proposers whose Proposal(s) provides the best value to the SWBNO.

Contractor or Consultant means any individual or entity having a Contract with the SWBNO.

H2O Academy or Program refers to the Agency’s employee learning and development program.

Proposer means a firm or individual who responds to this Request for Proposals.

Request for Proposals or RFP means all documents, whether attached or incorporated by reference, utilized for soliciting Proposals. Also referred to as “Solicitation.”

Services shall mean the requested services, goods, supplies or equipment.

III. BACKGROUND
The Sewerage and Water Board of New Orleans (SWBNO) is a public utility responsible for maintaining the water, sewerage, and drainage systems throughout the City of New Orleans. These systems treat and deliver safe drinking water and water for fire protection, collect and treat wastewater for safe return to the environment, and ensure adequate drainage for the City. At full capacity, the SWBNO employs approximately 1,500 employees.

The Mission of the SWBNO is as follows:
We serve the people of New Orleans and improve their quality of life by providing safe drinking water; removing waste water for safe return to the environment; and draining storm water to protect our community. Our team of experts do this reliably, continuously, and at a reasonable cost.

The **Vision** of the SWBNO is as follows:

*Our vision is to earn and hold the trust and confidence of our customers and community for reliable and sustainable water services; and to be a model utility in the water industry.*

The SWBNO has also outlined a set of Guiding Principles (*Attachment A*). In support of its Mission, Vision, and Guiding Principles; the SWBNO is committed to supporting its staff with effective training opportunities to enhance their job skills and develop their career potential. Accordingly, the Agency has developed and implemented a learning and development program for its employees, *H₂O Academy*, offering enhanced training opportunities related to leadership and supervisory skills, communication skills, time management, project management, and safety.

### IV. SCOPE OF WORK

The SWBNO is seeking a combination of customized instructor-led classroom, blended learning, and/or web-based training – as outlined herein. Courses will consist of not-for-credit employee learning and development opportunities to ensure compliance with legal mandates and to support Agency initiatives, including the new *H₂O Academy* program.

The SWBNO will award the successful Proposer with a Professional Services Agreement. The SWBNO’s Office of Employee Relations – Training Unit will directly supervise the Contractor’s activities. The Proposer awarded a contract will be responsible for, but not limited to, the following:

#### A. TRAINING TOPICS

A sample list of training topics by audience group are referenced in *Attachment B: Sample List of Course Topic Areas*. Exact courses, course summaries, and target audience determination are subject to change at any time, based on the needs of the SWBNO. Proposer should identify which of these courses and/or topic areas – and any others – they propose. The following is an outline of specific courses and/or topic areas currently offered and/or specifically desired:

1) Annual Mandatory Training

   The Contractor will develop and implement strategies for delivering annual training to all employees, consistent with legal mandates and Agency initiatives. Topic areas are currently as follows:

   i. **Ethics** – a minimum of one (1) hour

   ii. **Harassment Prevention** – a minimum of one (1) hour

      1. a minimum of one (1) additional hour of supplemental harassment prevention training must also be delivered to supervisors and any other employees responsible for receiving and/or handling harassment complaints.

      2. Harassment Prevention training must encompass harassment prevention consistent with SWBNO policy, with a primary focus on prevention of sexual harassment.
iii. **Safety** – a minimum of one (1) hour

iv. **Customer Service** – a minimum of one-half (½) hour

This training shall consist of a variable, audience-appropriate balance of content related to internal and external customers.

v. **Diversity and Inclusion** – a minimum of one (1) hour

A minimum of one (1) additional hour of supplemental diversity and inclusion training must also be delivered to supervisors/managers.

2) **H₂O Academy**

The Contractor will develop and implement strategies for continuation of the enhanced learning opportunities currently offered through the **H₂O Academy** program. Current courses and their respective topic areas are outlined as follows (see **Attachment C: H₂O Academy Program Course List** for additional information)

i. **Leadership Essentials**

1. SWBNO Mission, Vision, and Guiding Principles
2. Introduction to the SWBNO leadership framework
   a. Leading Self
   b. Leading SWBNO
   c. Leading Change
   d. Leading Others
3. Transitioning from the role of employee to leader
4. Fundamental leadership skills
5. Employee Motivation
6. Group Facilitation/Motivation
7. Delegation
8. Accountability
9. Change Management
10. Leveraging Diversity
11. Conflict Management
12. Emotional Intelligence
13. Effective Communication
14. Delivering and Receiving Constructive Feedback

ii. **Discipline & Evaluation**

1. Progressive Discipline Process
2. Documenting Discipline
3. Managing Difficult Employees
4. Employee Performance Evaluation
5. Documenting Performance
6. Delivering Evaluations

iii. **OSHA 10**

iv. **OSHA 30**

v. **Business and Professional Writing**

1. Communication Skills
2. Business Writing  
   a. Research  
   b. Analysis  
   c. Forming Recommendations  
3. Presentation Skills  
4. Conducting Effective Meetings  

vi. Time Management  
   1. Planning  
   2. Organizing  
   3. Effective use of technology  
      a. Microsoft Outlook  
      b. Microsoft Excel  
   4. Delegation  
   5. Decision-making  

vii. Project Management  

viii. Team Building  

ix. CPR  

The above courses, including their respective topic areas, course lengths, and other related details are subject to change. The Proposer may suggest modified details of these courses where, in its professional opinion, such modification would be of benefit to the SWBN O.

Additionally, the SWBNO currently intends to add the following courses to the H2O Academy program:  

i. Customer Service Basics – an introduction to fundamental customer service practices, with a target audience of all employees  
ii. Advanced Customer Service – a follow-up to the Basics course intended for supervisors and managers  

3) Career Pathways program  

The Contractor shall develop and implement a career pathways program designed to facilitate employee development in advanced operations and skilled trades positions. The program shall consist of a structured framework for:  

i. Identification and development of training related to core job competencies throughout the described career paths  
ii. Assessment of employees’ current knowledge, skills, and abilities required for progression within their individual career pathways. At a minimum, this shall include third party facilitation, administration, and scoring of:  
   1. Written examinations  
   2. On-the-job skills assessments  
iii. Delivery of training based on employee needs for advancement in their chosen career path  
iv. Tracking employee progress
v. Re-assessment of employee knowledge and skills
vi. Feedback system to ensure employee awareness of their progress in the program

4) Other Current SWBNO Training Initiatives
   i. All employees are expected to obtain OSHA certifications as follows:
      1. OSHA 30 – supervisors and safety managers
      2. OSHA 10 – all other employees
   ii. All Customer Service department employees shall receive comprehensive AGILE-based customer service training

5) Management Training and Long-Term Management Support Plan
   i. The Contractor shall develop and implement a management training program designed with a long-term management support plan. The management training program shall consist of courses designed for intermediate and/or advanced managers (i.e., executives and pre-executives), and for new and inexperienced leaders – particularly SWBNO employees with a job classification requiring the supervision of one (1) or more employees. The management training program shall include topics such as but not limited to:
      1. Personal development with emphasis on increased self-awareness, including recognizing and avoiding favoritism
      2. Conflict management and resolution
      3. Management of Emotional Intelligence (EQ)
      4. Developing effective and open communication skills
      5. Succession planning
      6. Knowledge management
   ii. The Contractor shall develop and implement an employee management program designed for situational leadership and development skills. Employee management program shall focus on the following:
      1. Increasing the frequency and quality of supervisors’ and employees’ conversations related to work performance and professional development
      2. Creating a communication model to allow SWBNO employees on all levels to effectively and openly communicate with each other to become a high performing and functional organization.
      3. Developing a Flexible Leadership program with emphasis on the following:
         a. Setting goals
         b. Coaching and mentoring
         c. Managing performance
         d. Evaluating performance and delivering feedback
e. Active and effective listening skills
f. Proactive problem solving

4. Developing a sustainable action plan with emphasis on organizational and employee accountability by linking the goals of the organization and employees to an action planning process.

iii. The Contractor shall develop a coaching tool to assist individual managers with adjusting and coping to changes in the workplace. Coaching tool shall focus on changes caused by a new position and responsibilities and changes expected as part of a culture change effort with a less off-limits environment for managers (defined for SWBNO employees with a job classification requiring the supervision of one (1) or more employees.) Coaching tool shall focus on the following:

1. Individual Leadership
2. Team Leadership – assisting managers with diagnosing the development levels of their employees and choosing the appropriate style of leadership.

6) Development and Implementation of Employee Support Strategy and All-Staff Training

i. The Contractor shall develop a support strategy for all SWBNO employees. The support strategy shall focus on employee coaching (internal and external) and made available for employees throughout the Agency to assist with navigating through difficult workplace challenges.

ii. The Contractor shall develop and implement initial all-staff training for SWBNO employees. The all-staff training shall communicate new organizational core values and expectations and build skills necessary to effectively meet the new values and expectations. All-staff training shall focus on the following:

1. Employee development training with emphasis on communicating SWBNO opportunities for advancement, growth, promotion and succession planning expectations and requirements.
2. Introduction of new core values and expectations to SWBNO senior leadership.
3. Development of emotional intelligence (EQ), communication and conflict management skills.

B. TRAINING ADMINISTRATION

The training sought under this engagement shall be short courses scheduled to maximize utilization for the intended audience, with no more than two (2) scheduled instructor-led courses per month, except where necessary to attain training objectives. The SWBNO will accept proposals for nontraditional employee training services such as, but not limited to, webinars or seminar programs.

1) Training Delivery
Training services can encompass a variety of training formats and deliverables as described below.

i. Classroom – Offered in a short course instructor-led training (ILT) format.

ii. Blended learning – Combining face-to-face classroom methods with e-learning activities to form an integrated instructional approach.

iii. Online – Delivered through a web browser or mobile device to be conveniently accessed anytime and anyplace.

iv. Webinars – Live online training and/or recordings of live instructor led training.

2) Course Content

i. The curriculum can be standard/“off-the-shelf” from Contractor but must be customizable to the SWBNO.

ii. Proposer(s) shall tailor the course content to the appropriate audience, as outlined above, and must contain professional development topics designed to enhance the skills and abilities of SWBNO employees.

iii. Proposer(s) must identify expected outcomes of the class, which will enable the participant to utilize his/her learning in the workplace.

iv. Proposer(s) must have their own training content, provide trainers who are certified to train on 3rd party content, and/or be willing to create content based on the needs of the organization without charging fees for curriculum design.

v. Proposer(s) should have the ability to customize training curricula to fit public sector vocabulary as well as customization based on feedback from employee evaluations and SWBNO staff.

vi. On-site courses requiring computer access shall be performed for up to 12 SWBNO employees at a time.

vii. On-site courses not requiring computer access shall be performed for up to 45 SWBNO employees at a time.

3) Class Scheduling Process

i. Classes will be determined by the SWBNO on a six-month planning basis depending on demand and resources.

ii. Successful proposer(s) must be available to schedule employee development training classes, in coordination with the SWBNO, during regular business hours (M-F: 8:00 AM–5:00 PM) at least three (3) months prior to scheduled start date.

4) Locations

i. On-site training will be conducted at a location preapproved by the SWBNO.

ii. On-site training will generally be conducted at the SWBNO facility located at the following address:

8800 S Claiborne Ave
New Orleans, LA 70118
iii. Trainings will also be conducted at other SWBNO facilities as facility resources and audience demand.

iv. Proposals for trainings occurring at off-site locations, such as part of a larger training program, cohort, seminar series, etc., must be located within the Greater New Orleans Metropolitan Area, and must be preapproved by the SWBNO.

5) Class Materials

Successful proposer(s) shall provide materials for courses. This includes preparing all participant materials (guides, handouts, exercises, books, job aids, etc.) that:

i. Provide key content related to the course topics that are current, relevant and geared towards working public sector professionals.

ii. If applicable, include a Resource page where participants can obtain additional information on the topic (websites, books, professional associations, blogs, etc.).

iii. Make certain that no copyright permissions are violated.

iv. Make use of appropriate audio/visual equipment.

6) Trainers/Instructors

i. Proposers are expected to provide all necessary documentation regarding staff credentials with proposal submission.

ii. The Contractor shall have demonstrated competency in performing the services defined in the Purpose and a successful history of engagements providing similar services.

iii. The Contractor shall have specialized experience in employee learning and development, preferably in the government sector. Preferences will be given to Proposers who have documented experience with successful completion of employee learning and development projects in the government sector, with successfully established project plans that crossed entire organizations, highlighting multiple business programs similar in size, complexity, and governance as the SWBNO.

iv. Trainers provided and assigned shall be high quality instructors on a consistent basis to deliver customized training as needed by the SWBNO.

v. Instructors for the following courses shall have specific qualifications as defined by the respective governing bodies:

1. OSHA 10 and OSHA 30 – defined by OSHA

2. Project Management – must be a Registered Education Provider, defined by the Project Management Institute (PMI), or must be able to otherwise offer training consistent with the requirements for Project Management Professional (PMP) certification

3. CPR – defined by the American Red Cross and/or the American Heart Association

4. AGILE Customer Service – (preferred) Proposers will be evaluated
based on relevant industry-standard credentials

vi. All instructors shall maintain and update each training syllabus, introduce and follow objectives for each class, complete training as described, and utilize training aids such as projection equipment.

vii. Trainers should have knowledge of and experience with audio/visual equipment and technology.

viii. Instructor shall demonstrate active listening and facilitation skills, communicate effectively both orally and in writing, and speak effectively before large and small groups.

ix. Trainers should perform the role of facilitator, and effectively utilize group dynamic skills and techniques.

x. Proposers will be evaluated based on utilization of a full-time Project Manager with a proven work history of successful and timely completion of employee learning and development projects.

7) Performance/Quality Standards

Contractor will immediately provide feedback surveys and attendance records to the Human Resources Training Unit. Contractor will also immediately provide any feedback regarding employee complaints to the Human Resources Training Unit.

8) Class Cancellation Policy

i. If enrollment is below a minimum requirement of eight (8) participants, the SWBNO will notify Contractor of cancellation at least thirty-six (36) hours prior to course start with no penalty.

ii. If Contractor fails to conduct a training as scheduled, the Contractor will not be paid for the scheduled training and shall not invoice the SWBNO for the training.

9) Consultation Availability

The Contractor’s staff, including trainers, must be available for consultation with the SWBNO staff on an as-needed basis between 8:00 a.m. and 5:00 p.m., Central time, Monday through Friday.

10) SWBNO Responsibilities

SWBNO shall be responsible for the following:

i. Access to SWBNO facilities during business hours

ii. Allow the vendor to set up the training classroom at least 24 hours in advance for courses being held at SWBNO facilities

iii. Table, chairs, whiteboards, markers

iv. Computers

v. Flip chart

vi. Sign-in sheet

vii. Employee course registration services
C. OTHER SERVICES

If Proposer can, in its professional opinion, enhance training opportunities, the Proposer may propose services or programs it offers in addition to the services listed in this RFP. Such recommendations should be supported with information related to any relevant industry standards, and the benefits the additional services would afford the SWBNO.

D. PROJECT METHODOLOGY REQUIREMENTS

The Proposer shall provide a detailed description of the methodology his/her firm plans to utilize to address the relevant scope of work. The Proposer shall prepare a Project Work Plan to address the firm’s approach for each task order, which shall:

1) Define the deliverables for each task order
2) Outline the firm’s approach for performing the required tasks
3) Identify any additional data necessary to capture and interpret results

V. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") 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 (Attachment G). The prime Contractor shall be required to make a demonstrated good faith effort to award thirty-five percent (35%) 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.

Each Proposer shall include a DBE proposal using SWBNO’s Economically Disadvantaged Business Participation Summary Sheet (RFP Form 2), provided for this purpose, along with correspondence from DBE(s) on their own letterhead reaffirming negotiated terms at the time of the proposal. By submittal of this form, proposer acknowledges that DBE(s) have been contacted and a firm price has been obtained. NO other format is acceptable. **Proposals not including this form, correctly completed and signed shall be disqualified.**

Respondents must complete Form 2 and include it in the Respondent’s Proposal.

VI. INSURANCE REQUIREMENTS

Proposers shall complete and return with their proposal **Form 1: Insurance Requirements Form.**

VII. PROPOSAL DEVELOPMENT COST

This solicitation does not commit the SWBNO to enter into an Agreement, nor to acquire or contract for any services, nor to pay any costs which the Proposer incurred in the preparation or presentation of a proposal.

VIII. TECHNICAL PROPOSAL REQUIREMENTS

Submission of a proposal indicates Proposer’s acceptance of the conditions contained in this RFP, unless otherwise indicated in the proposal.

The intent of this RFP is to encourage responses that clearly communicate the Proposer’s
understanding of the requirements of this RFP and the Agreement for Services and its implementation. The proposal shall provide information necessary for the SWBNO to evaluate the qualifications, experience, and expertise of the proposing firm for provision of medical services.

The Proposer is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Proposer has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Proposer shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the SWBNO. Failure to provide all information, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Proposals shall be signed by an authorized representative of the Proposer.

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. Responses should be as thorough and detailed as possible so that the SWBNO may properly evaluate the firm’s capabilities to provide the required services. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

Proposals shall be limited to 30 pages, not including the cover letter, table of contents, single-page resumes of trainers/instructors selected for the project, certifications or other similar supplementary documentation, and any other required forms. Proposals should be prepared on recycled content paper, where possible. Proposers are required, if able, to submit double-sided proposals. Proposals should provide the requested information in a concise, well-organized manner and should follow the format outlined below.

The format of each proposal must contain the following elements organized into separate chapters and sections, as the Proposer may deem appropriate:

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<th>TAB 1</th>
<th>INTRODUCTION</th>
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<td>EXPERIENCE &amp; QUALIFICATIONS OF PERSONNEL</td>
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<td>ADDENDA (if applicable)</td>
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</tbody>
</table>

Below are the items to be covered in each of the above-listed TAB sections:

**TAB 1 – INTRODUCTION**

Must include the following:

1. Cover Sheet – the first page of this RFP, completed
2. Table of Contents – all pages of the proposal are to be numbered, and the table of contents should represent an outline of the organization of the proposal being submitted.
3. Cover Letter – must be on company letterhead, signed by a person with the corporate
authority to enter into any contract which results from this RFP, and include the following, at a minimum:

a. An introduction to the Proposer’s organization
b. A summary of the Proposer’s qualifications
c. A clear statement of the Proposer’s understanding of the requirements under this RFP, highlighting any unique qualifications.
d. Identification of all proposed subcontracts to be utilized in connection with the project.
e. Identification of any possible relationships that might impair the Proposer’s ability to perform if awarded the Contract, including any familial or business relationships the Proposer, proposed subcontractors, and their principals have with members of the Sewerage and Water Board of New Orleans or any of its employees.
f. Affirmation that there is no conflict of interest

Contractors must notify the SWBNO of any change in subcontractors and obtain prior approval for the use of any new subcontractors before they can begin related work on the project.

Proposers are directed to review the Louisiana Code of Ethics (La. RS 42:1101-1125) as a non-exclusive reference for information regarding ethics and conflicts of interest.

TAB 2 – EXPERIENCE & QUALIFICATIONS OF FIRM

Describe the firm, its size and organization, the number and location of offices, and general operational structure, as well as its management and technical personnel. Identify services the firm has provided to other public entities. Describe those aspects of the firm that pertain to the ability to provide superior service for the scope of services described under this RFP. Evidence of certification, licenses, and credentials must be submitted, where applicable.

TAB 3 – CONTRACT MANAGEMENT PLAN

The proposal should set forth a comprehensive description of the approach to providing the Services required in the section titled “Scope of Services” and should clearly demonstrate an understanding of the SWBNO’s requirements. The training program must include topics, at a minimum, as referenced in Attachment C: Sample List of Course Topic Areas.

Provide a detailed course curriculum identifying the following, at a minimum:

- Course name
- Topic (supervision, communication, career development, etc.)
- Outcomes of the class that will enable the participant to utilize his/her learning in the workplace
- Audience level (supervisor, manager, employee, etc.)
- Mode(s) of instruction
- Minimum duration of each course (hours)
- Number of sessions per course

The curriculum subject matter must be applicable to the types of training required in this
solicitation. Provide the principles and techniques, when working collaboratively with the SWBNO, to design and develop a custom curriculum. Include sample instructional training materials and/or handouts for each course, including but not limited to: Powerpoint presentations, handouts, manuals, exercises, study/work aides, simulations, quizzes, and tests for each course.

In addition, provide a sample course schedule. See Attachment E: Sample Course Schedule by Month for an example.

TAB 4 – EXPERIENCE AND QUALIFICATIONS OF PERSONNEL

Provide the names of individuals who would be directly engaged in the performance of the scope of services. Identify the trainers/instructors and outline the Proposer’s team capacity to successfully perform the desired services. The Proposer’s individuals who will be assigned to perform services will be an important factor considered by the Evaluation Committee. For each of these individuals, please submit:

1. A summary of the proposed trainer/instructor experience, knowledge and level of expertise in providing similar services for public agency clients.
2. Provide resumes for the proposed trainers/instructors. Resumes shall not count towards the 30-page proposal.
3. Evidence of required certifications, licenses and credentials of Contractor and Proposed Trainers/Instructors

TAB 5 – REQUIRED FORMS

Proposers shall complete and return with their proposal the following forms:

- Form 1. Insurance Requirements Form
- Form 2. Economically Disadvantaged Business Participation Summary Sheet
- Form 3. Non-Collusion Affidavit
- Form 4. Proposer Qualification Form
- Form 5. References List

TAB 6 – ADDENDA

Acknowledgement of Addenda, if applicable

TAB 7 – OTHER SERVICES (optional)

The Proposer may provide information for other services or programs that are available to its clients that may not be specified in this proposal. Additional services should be provided with cost listed as well as details and description of the offering.

IX. COST PROPOSAL REQUIREMENTS

*NOTE: THIS SECTION MUST BE SEALED IN A SEPARATE ENVELOPE AND SUBMITTED WITH THE TECHNICAL PROPOSAL.

The cost must be presented as a firm, fixed cost per course for services necessary to accomplish the stated scope of services. No minimum or maximum service usage by the SWBNO is guaranteed or implied. The proposed cost shall be fully loaded and include all fees including, but not limited to, indirect labor costs, overhead, profit, materials, scheduling, books, feedback surveys, curriculum
design, trainers/instructors, travel, etc.

Information must be fully supported by data adequate to establish the reasonableness of the proposed fee.

The Proposer(s) should explain and provide details of any conditions which might increase or reduce the cost of the proposed services.

The detailed basis for the proposed cost of these services, such as per hour cost or professional time, travel, data processing, forms, printing, or other expenses should be included in your proposed cost.

Best and final negotiated prices submitted shall be valid for a period of ninety (90) calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

X. PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers shall identify any and all proprietary and/or confidential information. If any proprietary and/or confidential information is identified, the Proposer is required to submit one (1) additional redacted hard copy and one (1) additional redacted electronic copy of their proposal submission.

XI. PROPOSAL SUBMITTAL

All required proposal documents shall be completed in their entirety and signed and dated where required. Proposal submissions must include identical copies of the proposal in the following formats:

- One (1) original hard copy
- Three (3) duplicate hard copies
- One (1) digital copy on a USB flash drive or CD-ROM, in Microsoft Word or searchable PDF format only

Proposals must be sealed in an envelope or package and clearly marked: “RFP No. 123460- H2O Academy - Employee Development and Training and addressed to:

    Patti J. Wallace
    Purchasing Senior Services Manager
    Sewerage & Water Board of New Orleans
    625 St. Joseph St Room 133
    New Orleans, LA 70165

Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than March 2, 2020 at 11:00 am (Local Time). Proposals received after this time will not be considered. The Proposer bears sole responsibility for ensuring its proposal is received by the Purchasing Office at the above address and by the above stated time and date. The SWBNO is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system.

XII. VALIDITY OF PROPOSALS

Submission of a proposal shall constitute a firm offer to the SWBNO for 120 calendar days from the proposal due date.
XIII. PROPOSAL WITHDRAWAL

A Proposer may withdraw its proposal any time before the date and time of the proposal due date, without prejudice, by submitting a written request for its withdrawal to the SWBNO Purchasing Division to the contact at the address listed above. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

After the proposal due date, a proposal may be withdrawn only if the SWBNO fails to award an Agreement within the proposal validity period.

XIV. QUESTIONS

Questions and/or requests for clarification related to this RFP must be submitted in writing and may be directed to the attention of:

Patti J. Wallace
Purchasing Senior Services Manager
Sewerage & Water Board of New Orleans
625 St. Joseph St Room 133
New Orleans, LA 70165

Questions may also be submitted via email to pwallace@swbno.org. Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the SWBNO website at the following web address:

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

All questions must be received no later than February 12, 2020 @ 5:00 pm (local time). It is the responsibility of all Proposers to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

XV. PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting for this project will be held at 10:00am local time, February 10, 2020 the 2nd floor Executive Boardroom at the SWBNO main office building located at 625 Saint Joseph Street in New Orleans, Louisiana. At this meeting, staff will discuss the minimum qualifications, proposal requirements, and submittal requirements.

All visitors to SWBNO Headquarters are required to check in with the security guard and present a state-issued pictured I.D. for a visitor’s badge. Attendees are encouraged to arrive up to one (1) hour prior to the start of the pre-proposal meeting to allow enough time for the check-in process and ensure on-time meeting attendance. No parking is provided by SWBNO.

XVI. PROPOSAL EVALUATION

The Contract Administrator will establish a Selection Committee with relevant subject-matter expertise to review and evaluate RFP responses in accordance with the Agency's Professional and Personal Services Procurement Policy, Memorandum No. 95.

The Selection Committee shall first evaluate the proposals on the basis of criteria other than price. The members on the Selection Committee shall either complete the numerical grading and provide a written explanation stating the reasons for each criterion rating.

The maximum possible total combined score for a proposal is 100 points. The Selection Committee
will evaluate, grade, and rank responses based on the below criteria. Note: the examples provided for each criterion are not intended to be all-inclusive.

1. **Project Approach** ................................................................. **30 points**

   The Proposer’s overall methodology to successfully providing the Services will be assessed for its feasibility, responsiveness to the Scope of Services, effectiveness and thoroughness.

   a. Company size, particularly as it pertains to the Proposer’s ability to complete the proposed work in a timely fashion
   b. Approach to, and demonstrated understanding of, the services requirements
   c. Delivery method of the curriculum
   d. Sample course schedule
   e. Applicability of curriculum to subject matter and audience as evidenced by sample curriculum/training content and materials
   f. Quality Assurance

2. **Specialized Experience and Technical Competence** ................................ **30 points**

   a. Proposed trainer/instructor qualifications and experience in providing the specified services
   b. Trainer knowledge and level of expertise of subject matter
   c. Resumes of trainers/instructors demonstrating recent engagements for similar services

3. **Performance History** ........................................................................ **20 points**

   The Proposer’s qualifications and experience in providing the specified services for similar operations and/or public entities.

   a. Proposer’s demonstrated ability to control cost, produce quality work, and meet schedules and deadlines
   b. References for similar engagements with other public agencies and/or similar entities  
   *(Form 5: References List)*

4. **Economically Disadvantaged Business Participation Requirement** ............... **15 points**

   The Proposer’s willingness and ability to promote full and equal business opportunities in accordance with the SWBNO’s State-Local Disadvantaged Business Enterprise Program.

5. **Location of firm in Orleans Parish** ...................................................... **5 points**

   The Proposer’s maintenance of an office, residence, or domicile in Orleans Parish, to the extent permitted by law.

The SWBNO reserves the right to:

- Conduct reference checks to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of proposals;
- Consider any Proposer’s past performance for the SWBNO;
- Seek clarification of any response and consider any supplementary information provided in response to its inquiry; and/or
• Request interviews and/or presentations with any or all Proposers.
• Conduct on-site visitations to assess the capabilities of any or all Proposer(s).

XVII. PROPOSAL SELECTION

Any qualified firm selected to perform services under this RFP must enter into a written, non-exclusive professional services agreement with the SWBNO that will include the contract terms as provided in this RFP. Additional terms may be included as required by the SWBNO.

Selection shall be made of two or more Proposers deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals. Negotiations shall then be conducted with each of the Proposers so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Proposer so selected, the SWBNO shall select the Proposer which, in its opinion, has made the best proposal, and shall award the contract to that Proposer. Should the SWBNO determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.

Once the selection has been made as to which Proposer will be awarded the contract, the Purchasing Senior Services Manager will post a Notice of Award on the SWBNO website at www.swbno.org.

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Proposer’s proposal as negotiated.

The SWBNO reserves the right to make on-site visitations to assess the capabilities of individual Proposers and to contact references provided with the proposal.

The SWBNO reserves the right to award a contract to as many Proposers as deemed necessary to fulfill the anticipated requirements of the SWBNO.

The SWBNO reserves the right to modify the selection process as deemed necessary.

XVIII. ANTICIPATED RFP TIMETABLE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Release</td>
<td>January 29, 2020</td>
</tr>
<tr>
<td>Mandatory Pre-submittal Conference</td>
<td>February 10, 2020 at 10:00 a.m.</td>
</tr>
<tr>
<td>Deadline to receive written inquiries</td>
<td>February 12, 2020</td>
</tr>
<tr>
<td>Deadline to answer written inquires</td>
<td>February 14, 2020</td>
</tr>
<tr>
<td>RFP Response Submission</td>
<td>March 2, 2020 by 11:00 am (Local Time)</td>
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<tr>
<td>Selection Committee Evaluation</td>
<td>TBD</td>
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<tr>
<td>Notification</td>
<td>TBD</td>
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</tbody>
</table>

The SWBNO will make every effort to administer the RFP process in accordance with the terms and dates discussed in this solicitation. However, the SWBNO reserves the right to modify the RFP process and dates as deemed necessary at its sole discretion.
XIX. CONTRACT DURATION

The subsequent contract will be a firm fixed-price contract for an initial one (1) year term. The fee(s) will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements of the initial contract. The SWBNO shall have the option to renew the contract for four (4) additional one (1) year terms. Any changes in cost at renewal will be based on mutual agreement between both parties. The Contractor must provide written justification and documentation to support requests for pricing increases.

XX. CONTRACT TERMINATION

A. Termination for Convenience

The SWBNO may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. In the event SWBNO elects to terminate for convenience, the SWBNO shall be obligated to pay Contractor only for those services performed up to and through the date of termination.

B. Termination for Cause

The SWBNO may terminate this Agreement immediately for cause. "Cause" includes, without limitation, any failure to perform any obligation or abide by any condition of this Agreement, including without limitation failure to comply with the requirements of the SWBNO’s Economically Disadvantaged Business Enterprise program. If the Contractor challenges a termination for cause by the SWBNO and prevails, the termination for cause will 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 Contractor and no further notice shall be required.

C. Termination for Non-Appropriation

This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Board will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

XXI. DBE PROGRAM CONTRACT MONITORING

Disadvantaged Business Enterprise (“DBE”) program requirements for this contract are set forth in Section V of this RFP.

A. DBE Program Compliance

The Contractor agrees to use its best effort to fully and completely carry out the applicable requirements of the Board’s DBE Program in the award and administration of this Agreement, including, without limitation, all reporting requirements and specific DBE participation goals. The Contractor’s failure to carry out these requirements, as determined in good faith by the DBE Compliance Officer, shall be deemed a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as set forth in the Board’s Policy Memorandum for the DBE Program.

B. DBE Compliance Reporting
The Contractor agrees to provide written reports to the Board’s DBE Officer on all expenditures made to achieve compliance with the DBE participation goals for this Agreement. The report shall, at a minimum, include the following:

1) The name and business address of each DBE involved in the contract;
2) A description of the work performed and/or the product or service supplied by each DBE;
3) The date and amount of each expenditure made to a DBE; and
4) Such other information as may assist the DBE Compliance Officer in determining State’s compliance with the DBE Program and the status of any DBE performing any portion of the contract.

C. Access to Books and Records

The Contractor agrees to grant the DBE Compliance Officer reasonable access to its books and records for purposes of verifying compliance with the DBE Program.

D. Disqualification from Future Contracts

If the Board terminates this Agreement in connection with any misrepresentation of the Contractor’s DBE status, the Contractor may be disqualified from contracting with or participating in any contracts with Sewerage & Water Board of New Orleans contracts.

XXII. ACCESS TO & INSPECTION OF WORK

The SWBNO Purchasing Senior Services Manager and Human Resources Training Unit will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

XXIII. RIGHT TO AUDIT

The Contractor will submit to any SWBNO audit, inspection, and review and, at the SWBNO’s request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor’s office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the SWBNO.

Administrative and financial 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, change order requests, correspondences and subcontract files (hard copies as well as computer readable data, if it can be made available). Records must be retained and made available upon request for a minimum of five (5) years following completion or formal acceptance of the contracted project.

The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.
XXIV. SAFEGUARDS OF INFORMATION

Unless approved in writing by the SWBNO Purchasing Senior Services Manager, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

XXV. REPORTS & INVOICING

The Contractor must maintain all records in compliance with federal and state regulations.

On a monthly basis, the Contractor will submit to the SWBNO one (1) original invoice and four (4) copies with any of back-up or verification documentation required by the SWBNO. The invoices will be in a format previously approved by the SWBNO and must show at a minimum all services performed in the prior month, all time expended in the performance of those services, the rates for each service provided, the costs for which the Contractor seeks reimbursement, and the amount that the Contractor claims is due for those services.

The Contractor must provide a usage report and an itemized invoice to the Training Unit Manager by the 10th of each month. Invoices for all users of the contract must meet the SWBNO requirements, unless otherwise indicated. All invoices shall indicate:

- The SWBNO Employee Relations – Training Unit as the service requestor;
- An itemized description of the training(s)/service(s) provided;
- The service date(s) for each item billed;
- Cost detail for each item billed, including the per unit/employee cost;

The Contractor must submit to each program manager, monthly usage reports and an annual tabulated report, for invoicing purposes.

In addition, the Contractor will provide the SWBNO with a monthly and year-to-date utilization report which lists all training performed by training type, instruction hours, employee hours, and amount billed. Billing is to be separated by training date and training type.

The SWBNO is exempt from the payment of any Louisiana sales tax.

The SWBNO will pay the Contractor on a monthly basis upon completion, acceptance, and approval by the SWBNO of each task.

Mail monthly invoices and reports no later than the 10th day of each month to:

The Sewerage and Water Board of New Orleans
Attn: Veronica Washington
625 St. Joseph Street Room 302
New Orleans, LA 70165

XXVI. INDEPENDENT CONTRACTOR STATUS

The Contractor will be an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venture of the SWBNO and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the SWBNO.

XXVII. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in
fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the Board working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

XXVIII. NON-DISCRIMINATION IN EMPLOYMENT

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Contractor will require all subcontractors to comply with the requirements of this article.

XXIX. NON-EXCLUSIVITY

SWBNO may acquire goods or services the supplier provides other than those specifically solicited herein. The awarded Contract shall be non-exclusive and the SWBNO may engage the services of others for the provision of some or all of the work to be performed under this RFP. The SWBNO reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract. The SWBNO also reserves the right to remove, discontinue or cancel any goods and/or services under this RFP at any time.

XXX. GOVERNING LAW

This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

XXXI. JURISDICTION & VENUE

For all claims arising out of or related to this Agreement, the Contractor consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.
ATTACHMENT A
REFERENCES & RESOURCES

OSHA Outreach: 10- & 30-Hour Training Programs
https://www.osha.gov/dte/outreach/

Project Management Institute
https://www.pmi.org/

Project Management Institute, Project Management Professional Certification
https://www.pmi.org/certifications/types/project-management-pmp

Project Management Institute, Registered Education Provider
https://www.pmi.org/learning/training-development/reps

American Red Cross
https://www.redcross.org/take-a-class

American Heart Association
https://www.heart.org/en/cpr
ATTACHMENT B
SWBNO GUIDING PRINCIPLES

Teamwork
We work as a team with our coworkers, partner agencies, and the community to get the job done. We are strong leaders and followers, but most importantly, great teammates.

Customer Focus
We provide consistent, high quality customer service in everything we do. We treat each customer, internal or external, with care and respect, and we take their satisfaction as a personal mission.

Honesty & Integrity
We serve the public and must earn their trust every day through our professional and personal conduct, being ethical and transparent in all we do.

Service Excellence
As a public utility we have a duty to serve our city and its visitors. They count on us to perform our jobs well, and to strive for excellence in everything we do.

Safety
We look out for each other and protect those we serve. We engage in and abide by safe practices, at all times. We never hesitate to act or speak up when we see an unsafe situation.

Workplace Climate
We maintain a positive, safe work environment. We want to be an employer of choice, and a place where employees desire to come to work each day. We are inclusive, treat each other with respect, and value every member of our team.

Accountability
What we do is of the highest importance to the people of New Orleans. As good stewards of public resources, we hold ourselves and each other to the highest standard.
## ATTACHMENT C
### SAMPLE LIST OF COURSE TOPIC AREAS

<table>
<thead>
<tr>
<th>General Skills – Audience: all employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harassment Prevention*</td>
</tr>
<tr>
<td>Ethics in the Workplace*</td>
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<tr>
<td>Diversity &amp; Inclusion**</td>
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<tr>
<td>Customer Service Standards and Best Practices – internal and external customers**</td>
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<tr>
<td>Communication Skills</td>
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<tr>
<td>Project Management</td>
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<tr>
<td>Presentation Skills</td>
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<tr>
<td>Business Writing: research, analysis, forming recommendations</td>
</tr>
<tr>
<td>Problem Solving/Decision Making Basics</td>
</tr>
<tr>
<td>Career Development</td>
</tr>
<tr>
<td>Time Management/Planning/Organization</td>
</tr>
<tr>
<td>CPR</td>
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<tr>
<td>Microsoft Office products (Outlook, Word, Excel, Powerpoint)</td>
</tr>
</tbody>
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* One (1) hour MINIMUM required annually per State of Louisiana legal mandate
** One (1) hour MINIMUM required annually per Agency mandate
*** One half (½) hour MINIMUM required annually per Agency mandate

<table>
<thead>
<tr>
<th>Supervisory Skills – Audience: first-line, new, and pre-supervisors</th>
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</thead>
<tbody>
<tr>
<td>Identifying and Preventing Sexual Harassment &amp; Retaliation*</td>
</tr>
<tr>
<td>Promoting Diversity &amp; Inclusion in the Workplace**</td>
</tr>
<tr>
<td>Writing and Delivering Performance Evaluations</td>
</tr>
<tr>
<td>Motivating Employees: Coaching and Providing Feedback</td>
</tr>
<tr>
<td>Performance Improvement Plans: Development and Management</td>
</tr>
<tr>
<td>Progressive Discipline Process</td>
</tr>
<tr>
<td>Disability and Leave Management – FMLA, ADA, Reasonable Accommodation, Confidentiality</td>
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<tr>
<td>Group Facilitation/Motivation</td>
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<tr>
<td>Conflict Resolution &amp; Emotional Intelligence</td>
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<tr>
<td>Delegation</td>
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<td>Grievance Process &amp; Workplace Investigations</td>
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<tr>
<td>Managing Difficult Employees</td>
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<tr>
<td>Conducting Effective Meetings</td>
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<tr>
<td>Top-Down Communication – Adapting Your Style for Your Team</td>
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<tr>
<td>Accident Reporting &amp; Reasonable Suspicion</td>
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<tr>
<td>Hiring and Recruitment Process and Practices</td>
</tr>
<tr>
<td>Decision-making</td>
</tr>
<tr>
<td>Teambuilding</td>
</tr>
</tbody>
</table>

* One (1) additional hour MINIMUM required annually per State of Louisiana legal mandate
** One (1) additional hour MINIMUM required annually per Agency mandate

---

*Sewerage and Water Board of New Orleans*

*H₂O Academy - Employee Development and Training*
<table>
<thead>
<tr>
<th>Leadership/Management Skills – Audience: managers, pre-executives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conflict Resolution</td>
</tr>
<tr>
<td>Creating a Mission/Vision/Goals</td>
</tr>
<tr>
<td>Motivating Employees</td>
</tr>
<tr>
<td>Situational Leadership</td>
</tr>
<tr>
<td>Ethics in the Workplace</td>
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<tr>
<td>Strengths-based Leadership</td>
</tr>
<tr>
<td>Change Management</td>
</tr>
<tr>
<td>Identifying your Leadership Style</td>
</tr>
<tr>
<td>Budget Management</td>
</tr>
<tr>
<td>Succession Planning</td>
</tr>
</tbody>
</table>
**ATTACHMENT D**

**H₂O ACADEMY PROGRAM COURSE LIST**

**Leadership Essentials**
*Audience: first-line, new, and pre-supervisors*

This monthly two-day leadership “bootcamp” provides attendees with fundamental knowledge to set them on a path toward becoming an effective leader. The personal and interpersonal skills attendees develop in this course help them facilitate their team’s success, leverage the diversity within their team, and manage conflict. This course also includes a 2-hour follow-up session after 60 days to review what they’ve learned, and to share and discuss their experiences since completing the course.

**Discipline & Evaluation**
*Audience: supervisors and managers*

A bimonthly, one-day course providing attendees with knowledge and skills related to proactive performance management, progressive discipline, and employee performance evaluation – including documenting performance and delivering employee evaluations.

**OSHA 10**
*Audience: all employees*

A weekly, two-day course providing information about worker rights, employer responsibilities, and how to file a complaint; and provides basic awareness training on the recognition, avoidance, abatement, and prevention of workplace hazards. Training topics include: an introduction to OSHA; walking and working surfaces, including fall protection; exit routes, emergency action plans, fire prevention plans, and fire protection; electrical safety; personal protective equipment; and hazard communication. Additional topics may include hazardous materials, materials handling, machine guarding, introduction to industrial hygiene, bloodborne pathogens, ergonomics, safety and health programs, and fall protection. Successful completion results in the OSHA 10-Hour certification card. This course is required to be completed by ALL SWBNO employees, except those in the OSHA 30 audience.

**OSHA 30**
*Audience: field supervisors and safety managers*

A quarterly, five-day, thirty (30) hour course providing a greater depth and variety of training on an expanded list of topics associated with workplace hazards. In addition to the areas covered in the OSHA 10 course, training topics include: managing safety and health, and an expanded discussion of fire and electrical safety. Additional topics may include hazardous materials (flammable and combustible liquids, spray finishing, compressed gases, dipping and coating operations); permit-required confined spaces; lockout/tagout; machine guarding; welding, cutting, and brazing; introduction to industrial hygiene; bloodborne pathogens; ergonomics; fall protection; safety and health programs; and powered industrial vehicles. Successful completion results in the OSHA 30-Hour
**ATTACHMENT E**

**SAMPLE COURSE SCHEDULE BY MONTH**

Below is a sample, for informational purposes only, to offer a sense of what type of course schedule could be proposed to the SWBNO. Please note that the information below is just an example and does not represent the actual courses or course types required in this solicitation.

NOTE: Maximum of two (2) scheduled ILT training courses per month as referenced in the Scope of Services Section.

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**ILT** = Instructor Led Training  
**Blended** = ILT combined with e-learning  
**Webinars** = Live webinars and/or recordings of live webinars  

**Audience:**  
*S* = Supervisor, first-line, new, pre-supervisors  
*M* = management, pre-executive managers  
*A* = all employees
ATTACHMENT F
SAMPLE COST PROPOSAL

Cost Proposals must be submitted with the technical proposal, bound and sealed in a separate envelope.

Submit prices only for the services which you are proposing, and include the cost unit (e.g., per class, per student, per instructor hour, yearly, etc.). The below is a sample only – additional cost detail may be included as desired to adequately illustrate the costs proposed.

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ATTACHMENT G
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. The prime contractor shall be required to make a demonstrated good faith effort to award ( %) 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 a 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 disadvantaged 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. As confirmation of established contact, bidder will include with their Participation Summary Sheet submission a signed correspondence from the SLDBE subcontractor on their own letterhead that reaffirms negotiated terms such as scope of work and monetary compensation.

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 insure 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.

Failure to report the removal or termination of a certified EDBP vendor/subcontractor.

Failure 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 efforts 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.
FORM 1
INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the Proposer certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

The Consultant shall maintain at his own expense and in good standing, such insurance as shall protect himself, the Sewerage and Water Board of New Orleans (the Board), the City of New Orleans (the City), their officers, officials, employees, boards, commissions, and volunteers, as well as any subcontractors, from and against any and all claims for damages to public or private property or personal injury, including death, to employees or public, which may arise from any operations under this contract or any of its subcontracts. The coverage will 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, Business, Automobile, and Pollution Liability Insurance. Any failure to comply with reporting provisions of the policy will not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Consultant’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.

The Consultant shall agree to waive all rights of subrogation against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Consultant 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, 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, has been given to the Risk Manager of the Sewerage and Water Board of New Orleans.

Insurance is to be placed with insurers with an A.M. Best’s rating of A, although this requirement may be reviewed and modified by the Risk Manager of the Sewerage and Water Board of New Orleans in the best interest of the Board. The Risk Manager may also consider performing such review upon the request from the Consultant. The Consultant shall furnish the Sewerage and Water Board of New Orleans 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 Sewerage and Water Board of New Orleans before work commences. The Sewerage and Water Board of New Orleans reserves the rights to require complete, certified copies of all required insurance policies at any time.

The following are the types of insurance policies and the minimum limits of insurance coverage, which shall be maintained by the Consultant during the entire term of this 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 will apply separately to this project.

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

(d) PROFESSIONAL LIABILITY INSURANCE, which shall cover wrongful acts that include any actual or alleged breach of duty, neglect, error, omission, breach of confidentiality or personal injury. The limit of liability will not be less than $1,000,000 each occurrence and $2,000,000 aggregate. This policy will contain endorsements that are sufficient to protect the Board, Consultant, and the City from any and all claims that may arise from the Consultant’s performance of services under this agreement. If the policy is written on a "claims-made" basis, an extended reporting period of at least one-year must be made a part of the "claims-made" policy.

In addition, the Consultant shall be required to furnish the Risk Manager of the Sewerage and Water Board of New Orleans all copies of investigative reports with regard to any and all claims filed with the Consultant and his insurance carriers relative to the contract, with the exception of claims filed against his/her Workers’ Compensation Insurance. Such reports will include date, location, and description of loss as well as amounts of settlements or judgments in order that the Sewerage and Water Board of New Orleans may monitor annual aggregate limits for the Consultant’s compliance with these specifications. The furnishing of insurance as provided above will not relieve the Consultant of his responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all applicable insurance satisfactory to the Board will be in insurance companies authorized to do business in Louisiana and will remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board.

The Consultant and/or his insurer shall notify the Risk Manager of the Sewerage and Water Board of New Orleans at least thirty (30) days in advance of any insurance coverage to be cancelled or of any insurance coverage that will expire. The Consultant shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In event the Consultant fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Sewerage and Water Board will obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the Consultant and any expenditure incurred by the Board for this coverage will be deducted from any balance due to the Consultant.

Should the Board be unable to secure new coverage to take the place of the expired or canceled policy or policies, a "stop-work" order will be issued and all work on the contract will cease on the same date and hour as the coverage ceases. Should the Consultant fail or refuse to secure coverage within five (5) days after the date of the "stop work" order, then in such case the Consultant shall be declared to be in default, and the contract between the parties will be considered canceled and of no force or effect between the parties reserving all rights of the Board against the Consultant and his surety.

If this transaction involves the handling or delivery of hazardous materials, the Consultant shall ensure that he or any deliverer is at all times in compliance with the OSHA and EPA standards that are most applicable to management of the potentially damaging substance. The Consultant shall also ensure...
that the manufacturer of the materials used in this project maintains the appropriate produce liability insurance.

INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees, representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to, loss of property or life or personal injury during the performance of this contract, growing out of, resulting from, or by reason of any act or omission by the Consultant, his agents or employees.

The Consultant shall further indemnify and hold the Board harmless from any and all claims and liens for labor, services or materials furnished to the Consultant in connection with the performance of this contract.

Limitations by statute as to workers’ compensation or any other benefits payable by or on behalf of the Consultant to any injured party will not limit the Consultant’s indemnification of the Board under this agreement.

WORKERS’ COMPENSATION

Consultant herein expressly agrees and acknowledges that it is an "independent contractor" as defined in La. R.S. 23:1021(6), that its employees will not be considered employees of the Board for workers’ compensation coverage, and that the Board will not be liable to the Consultant or its employees for any workers’ compensation benefits or coverage.

EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

Consultant herein expressly agrees and acknowledges that it is an "independent contractor" as defined in La. R.S. 23:1472(E), that neither the Consultant nor any one employed by the Consultant will be considered an employee of the Board for the purpose of unemployment compensation coverage.

RIGHT TO AUDIT

The Contractor will submit to any SWBNO audit, inspection, and review and, at the SWBNO’s request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor’s office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the SWBNO.

Administrative and financial 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, change order requests, correspondences and subcontract files (hard copies as well as computer readable data, if it can be made available). Records must be retained and made available upon request for a minimum of five (5) years following completion or formal acceptance of the contracted project.

The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.
CRIMINAL ACTS AFFIDAVIT

Any contract between the Sewerage and Water Board of New Orleans and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be absolutely null and void and unenforceable as contrary to public policy. Any person whose conviction causes the nullity of the contract as provided shall be responsible for payment of all costs, attorney’s fees, and damages incurred in the rebidding of the contract.

All bidders must complete an affidavit (Form 3: Non-Collusion Affidavit). The completed affidavit must be witnessed by a notary public and submitted with the bid.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

PROPOSER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: ________________________  Date: ________________________
Printed Name: ____________________  Title: ________________________
Name of Firm: ______________________

*This document must be completed & returned with proposal submission.
ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is 35%

<table>
<thead>
<tr>
<th>Name and Address of Disadvantaged Business Enterprise Company</th>
<th>Name of Contact Person</th>
<th>Scope of Work to be Performed</th>
<th>Dollar Amount of work to be performed</th>
<th>Percentage of Dollar Amount to Total Bid Price</th>
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FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS, ALONG WITH SIGNED CORRESPONDENCE FROM SLDBE(S) ON THEIR OWN LETTERHEAD REAFFIRMING NEGOTIATED TERMS, AT TIME OF BID. FAILURE TO DO SO WILL RENDER THE BID NON-RESPONSIVE.

BY SUBMITTAL OF THIS FORM, PRIME CONTRACTOR ACKNOWLEDGES THAT DBE(S) HAVE BEEN CONTACTED AND A FIRM PRICE HAS BEEN OBTAINED.

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 ___________________________
Date: __________________________ E-mail: ____________________________________________
Telephone Number: _________________________________

For Goods & Services, and Professional Service Projects

Revised March 6, 2018
FORM 3
NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

(1) I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;

(2) The attached bid(s) have been arrived at by the bidder, and have been arrived at and submitted without collusion or any design to limit bidding or competition;

(3) The contents of the bid(s) have not been communicated to any person by an employee or agent of the bidder on any bid furnished with the bid(s), and will not be communicated to any such person prior to the official opening of the bid(s); and

(4) I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _______________________________

Title _________________________________

Firm Name ______________________________

Sewerage and Water Board of New Orleans, to wit:

I, ________________________________, a Notary Public, do certify that ________________________________, whose name is signed to the foregoing, has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of ________________________, 20_____.

My Commission expires ________________________ .

________________________________________________________________________

Notary Public

*This document must be completed & returned with proposal submission.*
FORM 4
PROPOSER QUALIFICATION FORM

This Statement is to accompany the proposal submitted in response to Request for Proposals No. RFP Insert number here, H₂O Academy - Employee Development and Training.

I certify that the following information submitted is true and correct:

1. The firm has been engaged in performing similar services to those under this Solicitation for a minimum of five (5) years.
2. The proposed trainer(s) have been engaged in performing similar services to those under this Solicitation for a minimum of three (3) years.

BUSINESS NAME: ________________________________

BUSINESS ADDRESS: ________________________________

________________________________________________________________________

TELEPHONE NO.: ________________________________

EMAIL: ________________________________

OFFICIAL REP. & TITLE: ________________________________

SIGNATURE: ________________________________

DATE: ________________________________
FORM 5
REFERENCES LIST

Provide four (4) client references for contracts of similar scope and size completed within the last three (3) years. Government accounts are preferred. For reference #4, provide a current or recent client who terminated your firm’s services within the last two (2) years. For each client reference, briefly describe the work performed. Each reference should be no longer than one (1) page.

These customers may be contacted by the Sewerage and Water Board of New Orleans (SWBNO), and responses will be considered by the SWBNO during the proposal evaluation process.

*TThis document must be completed & returned with proposal submission.*