

REQUEST FOR PROPOSALS

SOLICITATION NO: 2022-SWB-14

GREEN INFRASTRUCTURE MAINTAINANCE



Proposal Due Date: May 6, 2022

Proposal Due Time: 11:00 a.m.

Sewerage and Water Board of New Orleans

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

REQUEST FOR PROPOSALS

2022-SWB-14 - GREEN INFRASTRUCTURE MAINTAINANCE

The Sewerage & Water Board of New Orleans (SWBNO) is seeking a qualified firm(s) to be responsible for the maintenance of SWBNO's Aurora Rain Gardens located at 6000 Carlisle Ct, New Orleans, LA 70131 and SWBNO's St. Joseph Green Roof Site located at 625 St. Joseph Street, New Orleans, LA 70165. The qualified firm(s) shall have all licenses to perform the work specified in this request for proposals.

Copies of the solicitation and related information are available from the SWB's website at https://www2.swbno.org/business_bidspecifications.asp.

A **mandatory** pre-submittal conference for this RFP will be held at April 18, 2022 at 11:00 a.m. (Local Time) in the Executive Boardroom (RM 240) at the Sewerage & Water Board of New Orleans Main Office, 625 Saint Joseph Street, New Orleans, LA 70165. At this meeting, staff will discuss the scope of work, submittal requirements and respond to questions from the attendees.

A **mandatory** site visit for both sites will follow the mandatory pre-submittal conference.

Inquiries and/or Requests for Information are due to the Board's Purchasing Department via email to Erin Weaver, eweaver@swbno.org, no later than April 19, 2022 5:00 p.m. (CST).

Sealed proposals will be received by the Sewerage and Water Board of New Orleans Purchasing Department until 11:00 on May 6, 2022 local time at 625 St. Joseph St., Room 133, New Orleans, Louisiana 70165.

SWBNO will not accept proposals submitted by fax. All proposals **must be received** by the SWBNO on or before the Delivery Deadline. The SWB will not accept proposals delivered after the said deadline.

The right to reject any and all proposals and to waive irregularities and informalities is reserved.

*Note: The SWBNO has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates. Though not required if receiving solicitation and addenda notices from LaPAC, SWBNO will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

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PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The following is a quote request for green infrastructure maintenance. The Project(s) includes maintenance of Sewerage and Water Board of New Orleans owned Aurora Rain Gardens located at 6000 Carlisle Ct New Orleans, LA 70131 and SWBNO's St. Joseph Green Roof Site located at 625 St. Joseph Street, New Orleans, LA 70165. The maximum amount for the Aurora Gardens project is \$23,000.00. The maximum amount for the Green Roof project is \$29,999.00. Proposals must be accompanied by an itemized schedule of values for 12 months of maintenance work.

1.2 Contract Term and Compensation

A contract period of twelve (12) months is scheduled with initiation of the contract period following approval by the SWBNO Board of Directors and issuance of Notice to Proceed. The tentative date is scheduled for (June 2022) and will end (June 2023). However, SWBNO reserves the right to, at its discretion and with the agreement of the selected contractor to renew the contract with potential two (2) one- year periods. The term of the base contract and all extensions shall not exceed three (3) years.

1.3 Proposal Preparation

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Proposal Content.

1.4 Pre-submittal Meeting and Site Visit

A **mandatory** pre-submittal conference for this RFP will be held at April 18, 2022 at 11:00 a.m. (Local Time) in the Executive Boardroom (RM 240) at the Sewerage & Water Board of New Orleans Main Office, 625 Saint Joseph Street, New Orleans, LA 70165. At this meeting, staff will discuss the scope of work, submittal requirements and respond to questions from the attendees. A **mandatory** site visit for both sites will follow the mandatory pre-submittal conference.

1.5 Point of Contact

All correspondence and other communications regarding this RFQ shall be directed to Erin Weaver, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 131, New Orleans, Louisiana 70165, 504-585-2125, eweaver@swbno.org.

1.6 Questions and Answers

Any and all questions and/or requests for clarification regarding this Request for Proposals must be submitted in writing/email to the **no later than April 19, 2022 @ 5:00 pm**. All responses will be posted on or before April 22, 2022 by 5:00 p.m. Do not contact other SWBNO program personnel with questions regarding this RFP. Questions may be emailed to the Point of Contact.

1.7 Submission of Proposals

Proposers that meet the requirement of this RFP and are experienced in these areas as described within the RFP are invited to submit one (1) original hard copy of the Proposal, and one (1) electronic version (flash drive) to:

The Sewerage & Water Board of New Orleans (SWBNO) Purchasing Department
625 St. Joseph Street, Room 133 New Orleans, LA 70165
Attn: Erin Weaver, Purchasing Agent

No later than 11 :00 a.m. local time on or before May 6, 2022. Proposals, amendments, and any other information received after this date and time will not be considered.

The one (1) copy marked ORIGINAL shall contain a cover letter with original signature of person(s) authorized to contractually bind the Prospective groups. The cover letter shall also include an affirmation that there is not a conflict of interest of the Proposer and the proposed team in performing work for the Sewerage and Water Board of New Orleans or identify any possible conflicts that might impair their ability to perform if awarded the contract, including any familiar or business relationships that the Proposer and the proposed team have with SWB and its employees.

Proposals received, in whole or in part, after this date and time will not be considered. A proposal may be rejected if it is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. The SWBNO may reject any or all Proposals and may waive any immaterial deviation in a Proposal. The SWBNO waiver of immaterial defect shall in no way modify the RFP or excuse the prospective group from full compliance with all requirements if selected and engaged.

Proposers are solely responsible for the timely delivery of their proposals. The SWBNO will not acknowledge by mail or telephone timely receipt of proposals.

1.8 Changes, Addendum, or Withdrawal of Proposals

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

1.9 Ownership

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

1.10 Effect

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

1.11 Errors and Omissions

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

1.12 Cost of Preparation

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

1.13 RFP Schedule Summary

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

Table 1. RFP Schedule Summary

Event	Date	Local Time
Advertisement Opening	April 8, 2022	
Mandatory Pre-submittal Meeting	April 18, 2022	11:00 am
Deadline for SWBNO receipt of written questions from prospective proposers	April 19, 2022	5:00 pm
Responses to questions/clarification	On or before April 22, 2022	No later than 5:00 pm
Proposal due date and time	May 6, 2022	11:00 am
Evaluation Committee meeting, open to public	To be scheduled	
Board approval of evaluation committee recommendation	To be scheduled	

PART II. GENERAL INFORMATION

2.1 Background

The SWBNO operates and maintains infrastructure through Orleans Parish to provide safe drinking water to support fire protection and the public health of all residents, improve sewerage collection services to support public safety and sanitation, and more effectively collect and convey stormwater out of the City of New Orleans to reduce the risk from flood events. The SWBNO monitors waters and wastes to maintain the environmental quality for the City of New Orleans. The SWBNO remains diligent in improving public safety for the citizens of New Orleans.

Under the terms of the Third Modified Consent Decree SWBNO agreed “to dedicate \$500,000 per year, for a total of \$2.5 million, to be subsequently used for green infrastructure (GI) projects and activities.” To date, SWBNO has allocated the full amount to GI projects and now has the responsibility of maintaining those implemented on SWBNO property.

The Sewerage and Water Board of New Orleans (SWBNO) issued a request for proposals in 2015 for Green Infrastructure demonstration projects on public land. SWBNO contracted with Gaea Consultants, LLC to design, build, and monitor two rain gardens on the corner of Westchester Street and Carlisle Ct in New Orleans. The rain gardens collect and filter water in order to reduce flooding and mitigate subsidence.

Since completion in 2017, SWBNO has maintained the site through subcontractors that are trained in the field of landscaping maintenance. The site consists of two (2) rain gardens, one has with native plantings and the other a grassed detention cell with trees. The total square footage of area to maintain is 3,600 square feet.

SWBNO contracted with Hanging Gardens, LLC to design, build, and monitor a green/blue roof on SWBNO's Downtown Administration Building at 625 St. Joseph Street (the corner of St. Joseph and St. Charles). The SWBNO Green Roof detains rainwater through its planted beds to help reduce flooding and improve stormwater quality.

Since completion in 2016, SWBNO has maintained the planting material and irrigation system on the roof through subcontractors that are trained in the field of landscaping maintenance. The Green Roof consists of five (5) planting beds with plants ranging in size from ground covers to medium size grasses. The total square footage of area to maintain is 10,592 square feet.

2.2 Services to be Provided

The contractor shall provide green infrastructure maintenance services corresponding to the schedule stated below respective of each property. The Contractor shall inspect GI sites for indications of pest problems and advise the SWB of such problem and how the problem will be resolved. All work will be documented on a sign-in sheet provided by SWBNO and recorded through time stamped before and after photography. The photos and completed form shall be provided to SWBNO staff by the end of the next workday.

2.3 Landscaping Schedule

The Aurora Rain Gardens shall be maintained through routinely scheduled weeding and mowing. Weekly maintenance visits March-October and every other week visits November-February. Weeding shall occur in Rain Garden A and mowing shall occur in Rain Garden B and around the perimeter of the site.

The Green Roof shall be maintained through routinely scheduled weekly weeding. Weeding shall occur once per week from November through February. Weeding shall occur twice per week

during the months of March, April, May, September, and October. Weeding shall occur three times per week during the rainy months of June, July, and August.

2.4 Provide All Necessary Supplies

The Contractor shall furnish all labor, equipment, supplies, and services required to maintain the landscapes in an attractive condition throughout the contract period. Maintenance of plant materials shall include, but are not limited to weeding, pruning, fertilizing, pest management and cleanup. It is the responsibility of the Contractor to have adequate equipment and staff to perform the specified services under the contract. In the event of a mechanical breakdown of equipment, the Contractor will be expected to provide backup services as required under the terms of the contract.

2.5 Certification, Permits, and Licenses

Except for material suppliers, Bid Documents will be issued only to Contractors and/or Subcontractors who are licensed by the Louisiana State Landscape Horticulturist License. Bids will be accepted from only those Contractors who possess a **Landscape Horticulturist License**.

To perform public work, Contractor and Subcontractors shall hold all necessary licenses as required by Louisiana Statutes.

Contract Terms and Compensation

A contract period of twelve (12) months is scheduled with initiation of the contract period following approval by the SWBNO Board of Directors and issuance of Notice to Proceed. The tentative date is scheduled for (June 2022) and will end (June 2023). However, SWBNO reserves the right to, at its discretion and with the agreement of the selected contractor to renew the contract with potential two (2) one- year periods. The term of the base contract and all extensions shall not exceed three (3) years.

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

The SWBNO reserves the right to solicit contractors for green infrastructure maintenance services through the normal competitive bid process in cases where it is deemed appropriate.

2.6 Payment

Contractor will invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) calendar days after receipt of a properly executed invoice, and approval by the Chief of Environmental Affairs or her designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. All invoices must be submitted along with the approved scheduled of values and a completed DBE form provided by SWBNO.

2.7 Scope of Work

Scope of work shall include the following for Aurora Rain Gardens:

- Hand weeding
- Pest management
- Environmentally friendly applications for reducing weeds when necessary
- Fertilizer application
- Mowing, Edging, and Blowing (must pick up and dispose of debris)
- Replanting/replacing mulch as necessary
- Two seasonal major clean-ups to include turning mulch, major pruning, and removal of silt from between riprap in runnels
- All drain inlets shall be inspected and cleaned at time of any maintenance visit

Scope of work shall include the following for St Joseph Green Roof:

- Hand weeding
- Pest management
- Cleaning out of all drainage inlets when necessary
- Monitoring and adjustment of sprinkler system
- Monitoring and adjustment of smart technology system
- Environmentally friendly applications for reducing weeds when necessary
- Fertilizer application
- Replacing and replanting plants of identical species in the event of their death or damage
- Two seasonal major clean-ups/cut backs/pruning
- All drain inlets shall be inspected and cleaned at time of any maintenance visit

2.8 Proposal Costs

Costs for developing Proposals and participating in the selection process are entirely the responsibility of the prospective group and shall not be charged to the SWBNO. There is no expressed or implied obligation for the SWBNO to reimburse prospective group for any expense incurred in preparing proposals or participating in the selection process in response to this request.

2.9 Subcontracting

All subcontractors shall be approved in writing by SWBNO at least five (5) calendar days prior to the work being performed. Should Contractor subcontract any portion of this work (with the consent of SWBNO), Contractor shall provide the name, address, and point of contact. To perform public work, Contractor and Subcontractors shall hold all necessary licenses as required by Louisiana Statutes. This Project is classified as municipal and public works construction.

2.10 Information

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of the SWBNO. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with the SWBNO, for a period of 3 years from the date of the sample, measurement, or report. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of the SWBNO.

2.11 Commencement Conference to Discuss Overall Contract

Within five (5) calendar days of SWBNO's Notice to Proceed, an on-site commencement conference meeting shall be held between the Contractor's key personnel (which can include key subcontractor staff as applicable) and SWBNO to discuss the commencement of the project and answer any questions regarding the project. The conference will be held at 625 St. Joseph Street, Room 112 New Orleans, LA 70165 and SWBNO/Contractor will jointly prepare an agenda. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood by him. The conference is not anticipated to exceed two (2) hours and will include a mandatory site visit.

2.12 Insurance Requirements

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

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

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

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

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

- a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

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

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

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

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

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

policies. The cost of such new coverage shall be at the expense of Contractor and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Contractor.

2.13 Right to Audit

The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times any and all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence, and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include but not be limited to those records necessary to evaluate and verify

direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, and inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

2.14 Disadvantaged Business Enterprise Polices

See Attachment E for full Policy and Participation Form. Vendor must fill out form in Attachment E per each site proposal.

PART III. PROPOSAL CONTENT

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of the SWBNO's requirements. Each proposer is solely responsible for the accuracy and completeness of its proposal.

3.2 Instructions to Proposers

Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following eight (8) completed sections in the following order. ***If submitting a proposal for both sites, include a DBE form and Itemized Quote sheet per site.**

3.2.1 Cover Sheet

Complete the proposal cover sheet, (RFP Attachment A). **Proposals lacking a coversheet shall be disqualified.**

3.2.2 Table of Contents

Proposals should include a Table of Contents to facilitate locating the information included.

3.2.3 Company Background and Experience

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

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

The proposer's experience should be submitted in the tabular format provided in RFP Attachment B, *Relevant Experience*. The table may be enlarged or duplicated as necessary. For each listed project, the proposer should provide:

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

Each proposer may include as many entries as they desire; however, only complete entries shall be considered. Because SWBNO may contact a representative sample of the listed clients as references

for the proposer during the evaluation process, the proposer should verify that all client telephone numbers are current.

3.2.4 Personnel Qualifications and Experience

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

- Certifications and accreditations
- Familiarity with equivalent processes should be described, giving examples of recent projects

3.2.5 Proposed Subcontractors

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

Proposers must:

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

3.2.6 Price Proposal (Itemized Quote Form)

Each proposer must prepare his price proposal using the SWBNO's price proposal form, *Aurora Itemized Quote Form* (RFP Attachment C), and or *Green Roof Itemized Quote Form* (RFP Attachment D) provided for this purpose. No other format is acceptable. **Proposals not including this form, correctly completed, shall be disqualified.** If the proposer identifies deficiencies or errors in this form, he is obligated to bring this information to the attention of the SWBNO. The SWBNO will review the information and issue any correction as an amendment to the solicitation.

All proposed rates shall be all-inclusive, and shall include all wages/salaries, equipment, materials, supplies, incidentals and expendables, duplication/copying, communications, postage and handling, air express, shipping and handling, all applicable taxes, premiums for all bonds and insurance, permits, licenses, contractor employee training costs, all costs for replacing any personnel, all overheads, general and administrative costs, and profit. The cost of all required insurance or other liability guarantees must be included within the proposer's proposal price as part of his unit rates and may not be separately proposed or billed.

Proposer is advised that this contract is not exclusive, and that no minimum quantity of work is guaranteed.

3.3 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound. Pages of the technical proposal should be numbered consecutively, and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

PART IV. PROPOSAL EVALUATION AND SELECTION

The Contract Administrator must establish a Selection Committee with relevant subject-matter expertise to review and evaluate Responses to the RFP in accordance with the Sewerage and Water Board’s Professional and Personal Services Procurement Policy Memorandum No. 95.

The Selection Committee will evaluate responsive Responses based on the following criteria listed below, according to the principles of the Sewerage and Water Board’s Professional and Personal Services Procurement Policy Memorandum No. 95.

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the Proposal. The Selection Committee composed of SWBNO technical personnel will be evaluated and rank the proposals using the criteria and scoring as follows:

EVALUATION CRITERIA	MAXIMUM SCORE
Proposal Experience – 30 Points Staff Qualifications – 30 Points Price Proposal – Attachment C or D – 30 Points	90
DBE Utilization	10
TOTAL SCORE	100

The Proposal will be evaluated considering the material and substantiating evidence presented to the SWBNO, not on the basis of what may be inferred.

The Proposer with the highest overall score will be recommended for award. The Selection Committee will report its comments and recommendations to the Purchasing Department. The selection is subject to the approval of the SWBNO Board of Directors.

4.1 Evaluation Criteria

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Selection Committee in the evaluation of the proposal. Such factors may include but are not limited to:

- **Company Background and Experience (30 points)**
Proposer should include information required per this RFP which will support financial strength and stability, experience with related services and products, existing customer satisfaction, demonstrated technical support, etc. Experience will be key evaluation criteria. Proposer should list all relevant work experience and qualifications of the Proposer, proposed staff, and subcontractors relevant to the RFP. The Proposer shall list at least three (3) references with Company Name, name, email address, and phone numbers of contact persons. These references shall be of sufficient size, complexity, and similarity to this RFP to allow judgment on the Proposer’s ability to implement its proposal. The references of the Proposer may be researched and contacted. Additionally, the Proposer’s past performance with the SWBNO may be used in the evaluation process. See Section 3.2.3 *Company Background and Experience*.

- **Proposed Staff Qualifications (30 points)**

Proposer shall include descriptions of the Skills and Qualifications of Proposed Staff relative to the delivery of services requested in this RFP. These Skill and Qualifications will be evaluated. See Section 3.2.4 and 3.2.5 *Personnel Qualifications and Experience* and *Proposed Subcontractors*.

- **Price Proposal (30 points)**

Prices proposed by the Proposers shall be submitted on the Price Schedule furnished in Attachment C and or D *Itemized Quote Forms*. Prices proposed shall be firm.

- **EDBE Utilization (10 points)**

Intended utilization of economic disadvantaged business enterprises shall be a minimum of five (5) percent.

4.2 Cost Evaluation

Prices proposed by the Proposers shall be submitted on the Price Schedule furnished in Attachment 4 Personnel and Equipment Price List. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. A sealed cost model shall be used for evaluation purposes.

The Proposer with the lowest sum of total cost shall receive 100 points. Other proposers shall receive cost points based upon the following formula:

$$CCS = (LPC/TCP \times 100)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Sum of Total Cost of all Proposers
TCP = Sum of Total Cost of Proposer being evaluated

The Sum of the Total Cost for each Proposer shall be used for the cost evaluation.

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

- Conduct reference checks relevant to the Project with any or all of the references cited in a Submission to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of the Submissions;
- Consider publicly available information such as the firm's website and published projects; and
- Seek clarification of a Proposal from any or all Respondents and consider such supplementary information in the evaluation of Submissions.

ATTACHMENTS TO THIS RFP:

- A. Proposal Cover Sheet
- B. Relevant Company Experience Form
- C. Aurora Itemized Quote Form
- D. Green Roof Itemized Quote Form
- E. DBE Participation Policy and Form

Attachment A.Proposal Cover Sheet

Solicitation & Project Title: _____

Proposer:

Company Name: _____

Company Address: _____

Proposer’s Contact Person:

Name: _____ Title: _____

Address: _____

Telephone No.: (____) _____ FAX No.: ____ (____) _____

Subcontractors (add lines as necessary):

<u>Name</u>	<u>Written commitment attached (Y/N)</u>
_____	_____
_____	_____

I hereby certify that:

1. This proposal will remain in effect for at least ninety (120) days from _____.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet SWBNO requirements.
3. I will be ready and able to begin work within ten (10) days after contract award.
4. I am authorized to represent and can commit the organization to all provisions of this proposal.

Signature

Date

Attachment B. Relevant Company Experience

Name, Address of Client	Name, Title, Phone Number of Contact	Start Date and End Date of Project	Total Dollar Amount of Project	Brief Description of Project

Attachment C. Aurora Itemized Quote Form

Line Itemized Quote From: Aurora Rain Gardens		
SWBNO Criteria	Unit	Contractor's Price
Hours wanted per visit (3 man crew, 2 hours each person)	6	
Cost per Man Hour		
Subtotal		\$
Number of Maintenance Visits	45	
Cost per visit		\$
Subtotal		
Number of Chemical Applications	24	
Cost per application		\$
Subtotal		
Number of Seasonal Clean ups	2	
Cost per clean up		\$
Subtotal		
Number of Replacement Materials	100	
Cost per replacement material		\$
Subtotal		
Number of bags of Mulch	50	
Cost per bag of mulch		\$
Subtotal		\$
Totals		\$

Attachment D. Green Roof Itemized Quote Form

Line Itemized Quote From: St Joseph Green Roof		
SWBNO Criteria	Unit	Contractor's Price
Hours wanted per visit (3 man crew, 3 hours each person)	9	
Cost per Man Hour		
Subtotal		\$
Number of Maintenance Visits	101	
Cost per visit		\$
Subtotal		
Number of Chemical Applications	24	
Cost per application		\$
Subtotal		
Number of Seasonal Clean ups	2	
Cost per clean up		\$
Subtotal		
Number of Replacement Materials	250	
Cost per replacement material		\$
Subtotal		\$
Totals		\$

Attachment E. DBE Participation Policy and Form

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 (5%) percent of the amount of the contract to certified disadvantaged business enterprises as **service providers or suppliers performing commercial useful functions which are consistent with the services or supplies required on this contract.** The percent participation having been determined for this specific contract by recommendation of the **Staff Contract Review Committee (SCRC)**, which is comprised of Sewerage and Water Board staff members. This percentage requirement shall be considered an informality which is subject to modifications and maybe 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.

2.15 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 werenot 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.

2.16 Such violations shall include, but not limited to:

Failing to meet the percentage participation requirements as set out in the contract documents.

Failing to use certified EDBP contractors/vendors in performing the scope of work as identified in the contract documents (EDBP participation summary sheet).

Failing to comply with the “monitoring of EDBP requirements” included herein as part of the contract, such as contractors:

Failure to submit quarterly report and any other necessary reports timely and adequately as required by the EDBP Office.

Failure to grant access to contractor/subcontractor records by EDBP Office personnel, and

Failure to allow on-site investigations and visits, etc.

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

Failing to secure authorization for replacement of certified EDBP subcontractors from the Director of the Economically Disadvantaged Business Program.

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

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

Withhold from the contractor in violation, all future payments until such time as the violations have been corrected.

c. Subcontract Clause

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

d. Contract Award

Bidders are hereby advised that meeting DBE subcontract goals or making a demonstrated good faith 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.

2.17 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.

ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is 5%

Contract Name and # _____

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

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

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

Prime Representative Name: _____
Print Name

Prime Signature: _____
Signature

Prime Company's Name: _____

Date: _____

Prime Address: _____

E-mail: _____

Telephone Number: _____