

INVITATION TO BID

ANHYDROUS AMMONIA

Solicitation # 2022-SWB-37



Bid Due Date: August 19, 2022

Bid Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Invitation to Bid
ANHYDROUS AMMONIA

In accordance with the following specifications and as called for in the Form of Proposal.

ITB will be available **August 3rd, 2022**, for download at the following websites:

SWBNO:

LAPAC:

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by **August 19, 2022, at 11:00 a.m.** (CST). For submission instructions, see bid documents.

Bids will be publicly opened on **August 19, 2022, at 12:00 p.m.** (CST) in the Executive Board Room, Rm 240, located at 625 St. Joseph St., New Orleans, Louisiana 70165.

LATE BIDS WILL NOT BE ACCEPTED.

**Sewerage and Water Board of New Orleans
Invitation to Bid
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1. Submission Instructions:

Ways to submit a response:

Hard Copy Submission:

(1) Signed hardcopy of the bid in a sealed envelope

ANHYDROUS AMMONIA

Sewerage and Water Board of New Orleans
Attn: Connor Metcalf – Procurement Dept.
625 St. Joseph St. Rm 133
New Orleans, LA 70165

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

2. Fax submission will not be acceptable.
3. Bidders must complete all required attachments. Failure to complete and submit the required documents and attachments may result in your bid deemed non-responsive.
4. All bids must be received by SWBNO on or before the Delivery Deadline. Bids delivered after the said deadline will not be accepted and returned.
5. All proposals must be made upon the printed Bid Form (Attachment B) embodied in these specifications.

NOTE: BIDS ON FORMS OTHER THAN THOSE PROVIDED WILL NOT BE CONSIDERED.

6. Each proposal shall contain the full name and address of each person interested therein, if made by an individual, firm or co-partnership. If made by a corporation, it must be signed in the name of the corporation by a duly authorized officer or agent thereof, who shall also subscribe his own name and office. If possible, the seal of the corporation must be affixed.
7. Prices bid in the proposal must be written or typed legibly.
8. Erasures or other changes in the Bid Prices must be initialed by the Bidder.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

9. Proposals from any person, firm or corporation in default upon any contract with the Sewerage and Water Board will neither be received nor considered.
- 10. Any proposal which does not fully comply with all the provisions of the “Information for Bidders” and the “Technical Specifications” will be considered informal and may be rejected.**
11. Permission will not be given to alter or add to any bid after due date and time.
12. If a Bidder withdraws their bid after the bid due date and time and/or the bid opening time, the withdrawing Bidder will be prohibited from resubmitting a bid on the re-bid.
13. The Contract may be awarded to a single bidder or to separate bidders whichever should appear to the best interest of the Board. If two or more proposals are received, equal in amount and lower than any other bid, the Board reserves the right to evaluate the bids and to decide which bid will be accepted. All other conditions being equal, preference will be given in accordance with Act 318 of 1958, which is described within Attachment D – Terms and Conditions.
14. The Sewerage and Water Board reserves the right to reject any and all bids or proposals for just cause.
15. All bids shall remain firm for a period of one-hundred and twenty days (120) days after the date of bid opening.

16. Anticipated Bid Timetable

Event	Date	Local Time
ITB Release	August 3, 2022	11:00am
Bidders Written Questions Due Date and Time	August 11, 2022	12:00pm
Responses to Questions/Clarification	August 15, 2022	5:00pm
Bid Due Date and Time	August 19, 2022	11:00am
Bid Opening	August 19, 2022	12:00pm
Award of Contract	TBD	

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

17. Point of Contact/ Inquiries/ Requests for Information:

All correspondence and other communications regarding this ITB shall be directed to Connor Metcalf Procurement Analyst I, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, 504-585-2153, cmetcalf@swbno.org.

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

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

18. Bid Opening

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by **August 19, 2022, at 11:00 a.m. (CST)**. For submission instructions, see bid documents.

Bids will be publicly opened on **August 19, 2022, at 12:00 p.m. (CST)** in the The Purchasing Conference Room, Rm 131, located at 625 St. Joseph St., New Orleans, Louisiana 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 227 223 297 646

Passcode: w7vEbw

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

Or call in (audio only)

[+1 504-224-8698,412875315#](#) United States, New Orleans

Phone Conference ID: 412 875 315#

19. Changes, Addenda, or Withdrawal of Bids:

Any changes or addenda to a bid must be submitted in writing, signed by the authorized representative, cross-referenced clearly to the relevant bid section, and received by the Board's Procurement Department prior to the bid due date and time. Changes and addenda must meet all requirements for the bid. Any Bidder choosing to withdraw must submit a written withdrawal request to the Board's Procurement Department prior to the bid due date and time.

20. Objection of Recommendation/Award

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

21. Tabulations

To view unofficial bid tabulations after the bids have opened at Bid Tabulations - Sewerage and Water Board of New Orleans (swbno.org).

22. Awards

The Sewerage and Water Board of New Orleans specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, and to accept the bid which is in the best interest of the Sewerage and Water Board of New Orleans, and to reject all proposals if that is in the best interest of Sewerage and Water Board of New Orleans.

23. Prohibition of Communication:

From the time of advertising, and until the final award, there is a prohibition on communication by any Bidder (or anyone on their behalf) with Board's staff. Breaking the established prohibition on communication may result in a disqualification of the bid.

24. Ownership:

All bids to this ITB are the property of the Board for all purposes. Bidders must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

25. Effect:

This ITB 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 ITB. The Board may cancel or modify this ITB 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.

26. Errors or Omissions:

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

27. Cost of Preparation:

The Board is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering a Contract. Costs associated with developing the bid, and any other expenses incurred by the Bidder in responding to the ITB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the Board.

Technical Specifications

Sewerage and Water Board of New Orleans Invitation to Bid ANHYDROUS AMMONIA

Beginning Dates of Contract And Shipments

The initial contract period will begin on the date the contract is signed by the Sewerage and Water Board and will cover the requirements of the Sewerage and Water Board for one (1) year. The contractor shall be prepared to begin shipments per the shipment delivery requirements in these specifications immediately upon execution of the contract.

Option to Order Quantity Exceeding Contract Order Approximation

The Sewerage and Water Board reserves the right to order, at the unit prices bid, a quantity exceeding the approximation to the extent of fifty percent (50%) and agrees to order and pay for at least ten percent (10%) of the quantities approximated.

Contract Renewal Option

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

Length of Contract Term

The unit prices shall cover the requirements of the Sewerage and Water Board for a period of one (1) year, with one (1) renewal option. If requested by the Contractor and approved by the Board, the renewal option would be for a period of one (1) year.

Upon the expiration of the initial contract term or any contract extension, the vendor will continue to supply the product or services under the same terms and conditions on a month to month basis, for a maximum of three (3) months, until receiving a 30-day written notice of termination.

Approval and Certification

Bids will only be accepted from vendors or manufacturers whose Anhydrous Ammonia product conforms to the current version of AWWA Standard B305 and has been certified as meeting NSF Standard 60 by an agency accredited to provide such certification. Documentation of NSF Standard 60 certification must be included with this bid package.

Training Requirements

Bidder to whom the contract is awarded must provide, at minimum, eight hours of annual safety awareness and chemical hazard / handling training for Board employees who may contact Anhydrous Ammonia. This training must be held onsite at both the Carrollton and Algiers Water Plants, and must be scheduled at the convenience of the Board’s employees. All training scheduling must be arranged through the Water Purification Superintendent Assistant at each respective plant.

Shipment Delivery Requirements

Normal deliveries must be made between the hours of 8:00 A.M. and 2:00 P.M. on regular weekdays. Truck drivers making delivery must notify plant personnel upon their arrival and are forbidden from connecting to the Board’s storage tanks or other facilities until authorized by a representative of the Water Purification Department. Deliveries will be to the addresses:

Algiers Water Plant	Carrollton Water Plant
Chemical Building	Chemical House
900 Lamarque Street	8800 S. Claiborne Avenue
New Orleans, LA 70114	New Orleans, LA 70118
(504) 585-2480	(504) 865-0565

Shippers shall provide the necessary properly sized equipment, such as air compressors or pumps, to unload their product into the Board’s storage tanks within the “free” time as regulated by the I.C.C. Approximately 40 feet of transfer hose is needed to reach the Board’s tanks from the Shipper’s trailer tank. Demurrage due to the shipper’s inability to quickly and properly unload the product into the Board’s tanks will not be for the Board’s account. Any demurrage or detention charge invoices received by the Board will be forwarded to the Contractor, unless such charges result from delays directly accountable to the Board.

The capacity of the Board’s Anhydrous Ammonia bulk storage tank at the Carrollton Plant is 10,000 gallons. Minimum tank truck shipments to the Carrollton Water Plant shall be approximately 32,000 pounds or 6,000 gallons. It is expected that shipments of this quantity will be required every 3 weeks. The contractor must be prepared to deliver shipments of this quantity upon 3 days notice.

The capacity of the Board’s Anhydrous Ammonia bulk storage tank at the Algiers Plant is 1,000 gallons. Minimum tank truck shipments to the Algiers Water Plant shall be approximately 3,000 pounds or 600 gallons. It is expected that shipments of this quantity will be required every 3 weeks. Due to the Confined area of the Board’s storage tank in Algiers, shipments to the Algiers Water Plant shall be made in single unit tank trucks (Bobtail), the overall length of which does not

exceed 35 feet. The contractor must be prepared to deliver shipments of this quantity upon 3 days notice.

Twenty-four hours advance notice of shipment must be made to the Water Purification Operator 4 (Carrollton Plant # 504-865-0565, Algiers Plant # 504-585-2480) to arrange for Board personnel to accept any shipment.

The Contractor shall furnish the Sewerage and Water Board with the printed tickets from a public weighing scale showing the weight of the delivery vehicle empty, and the weight after being loaded with product. If the Contractor has a certified scale, printed tickets from this scale will be accepted. The cost of weighing shall be at the expense of the Contractor.

Quantity Requirements

ITEM 1

Furnishing and delivering approximately five hundred fifty thousand (550,000) pounds of Anhydrous Ammonia, F.O.B., Carrollton Water Plant, 8800 S. Claiborne Avenue, New Orleans, Louisiana, in self-unloading trucks equipped to unload into the Board's bulk storage tank.

ITEM 2

Furnishing and delivering approximately fifty-five thousand (55,000) pounds of Anhydrous Ammonia, F.O.B., Algiers Water Plant, 900 Lamarque Street, New Orleans (Algiers), Louisiana, in self-unloading trucks equipped to unload into the Board's bulk storage tank.

Chemical and Physical Requirements

These specifications are for furnishing refrigeration grade or better Anhydrous Ammonia. The Anhydrous Ammonia supplied under these specifications shall contain a minimum of 99.95% Anhydrous Ammonia. The Anhydrous Ammonia shall be clean and free of visible suspended matter and shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been treated properly with the product.

Special Provisions

All bidders shall furnish the following information in the space provided for in this proposal:

- a) The manufacturer's name and address
- b) The point of shipment
- c) The location and the capacity of the manufacturing facility

- d) The storage capacity at the point of shipment
- e) The “Standard Transportation Commodity Code” for the product(s) bid
- f) A typical analysis of the material to be furnished

Price Adjustments:

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

Price adjustments will be made in accordance with the percentage change in the U.S. Bureau of Labor Statistics Producer Price Index (PPI) for the commodity associated with the product or other industry recognized, mutually agreed upon index. The percentage difference between the PPI issued for the contract’s effective month and year, and the PPI issued for the month prior to the request will determine the maximum allowable adjustment of original contract prices. Only final PPI data will be used to adjust contract pricing. No retroactive contract price adjustment will be allowed. SWBNO may request decrease of prices under the same terms and conditions.

Penalty for Failure to Deliver

In case of failure on the part of the Contractor to make deliveries as required by the Board, and failure on his part to prove delivery to the carrier of the amounts so required and if such failure of delivery on the part of the Contractor shall result in endangering the proper operation of its facilities, then the Sewerage and Water Board shall have the right to place the Contractor in default and if necessary to purchase it’s commodity requirements in the open market, and any difference in the cost to the Sewerage and Water Board of the materials so purchased, over and above, the price bid by the Contractor shall be charged to the Contractor, and the Sewerage and Water Board will retain the same from any monies due or to become due the Contractor. Contractors placed in default shall be precluded from bidding on any future requirements of the Sewerage and Water Board. It is understood, however, that the requirements of this paragraph shall not be enforced if it can be shown that failure of delivery was caused by strikes in the Contractor’s plant or other causes beyond the control of the Contractor.

ATTACHMENT A
INVITATION TO BID CHECKLIST

Please note this checklist serves ONLY as a helpful guide. The Solicitation Checklist DOES NOT relieve the Bidder of the responsibility of ensuring that all requirements are included with their response. See the complete requirements, specifications, terms, and conditions of the solicitation for details.

_____ Attachment A Invitation to Bid Checklist

_____ Attachment B Bid Form

_____ Attachment C Cover Sheet

_____ Attachment D Special Provisions Form

_____ Attachment E Convicted Felon Affidavit

_____ Attachment F Non-Solicitation Affidavit

_____ Attachment G Conflict of Interest Disclosure Affidavit

_____ Attachment H Terms and Conditions

ATTACHMENT B

BID FORM

Solicitation # 2022-SWB-37 – ANHYDROUS AMMONIA

Vendor Name:

Items	Location	Pounds	Price Per Pound	Line-Item Total
Item 1	Furnishing and delivering approximately five hundred fifty thousand (550,000) pounds of Anhydrous Ammonia, F.O.B., Carrollton Water Plant, 8800 S. Claiborne Avenue, New Orleans, Louisiana, in self- unloading trucks equipped to unload into the Board's bulk storage tank.	550,000	\$	\$
Item 2	Furnishing and delivering approximately fifty-five thousand (55,000) pounds of Anhydrous Ammonia, F.O.B., Algiers Water Plant, 900 Lamarque Street, New Orleans (Algiers), Louisiana, in self- unloading trucks equipped to unload into the Board's bulk storage tank.	55,000	\$	\$
Total Lump Sum for Items 1-2 for One (1) Year			\$	

ATTACHMENT C
COVER SHEET

Invitation to Bid: 2022-SWB-37 – ANHYDROUS AMMONIA

Company Name: _____

Company Address: _____

Please provide the key contact person's information below:

Primary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

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

Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

ATTACHMENT D

Special Provisions Form

Special Information Requested in Specifications

PRODUCT NAME _____

MANUFACTURER _____

ADDRESS _____

CITY, STATE, AND ZIP CODE _____

POINT OF SHIPMENT _____

LOCATION AND CAPACITY OF MANUFACTURING FACILITY _____

STORAGE CAPACITY AT POINT OF SHIPMENT _____ TONS

STANDARD TRANSPORTATION COMMODITY CODE _____

TYPICAL ANALYSIS

Ammonia as NH₃ _____ %

Water _____ ppm

Oil _____ ppm

ATTACHMENT E
CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

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

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

Proposer Representative (Signature)

(Print or type name) (Address)

Sworn to and subscribed before me, in (CITY/STATE) _____

This ____ day of (MONTH) _____, 20 ____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT F
NON-SOLICITATION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

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

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

Contractor Representative (Signature)

(Print or type name) (Address)

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

this ___ day of _____, 20 _____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT G
NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

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

the Proposer that has submitted the attached Proposal:

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

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

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

Proposer Representative (Signature)

Title

(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

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

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

ATTACHMENT H
Terms and Conditions

ACT 318 OF 1958

Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced, grown, or manufactured in the State.

Before any bill for supplies shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions including franchise taxes, privilege taxes, sales taxed and all other taxes for which it is liable to the State and its political subdivisions.

JURIDICTION & CHOICE OF LAWS

The law of the State of Louisiana shall govern this contract. Exclusive venue for any lawsuits of disputes arising from or related to this solicitation or an agreement negotiated pursuant thereto shall be in the Civil District Court for the Parish of Orleans. This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of law provisions.

RIGHT TO AUDIT

The Sewerage and Water Board of New Orleans (“the Board”) have the right to audit by its personnel or its authorized representative at all reasonable times, 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, inspect all records at a reasonable time for a minimum of five (5) years after completion of the project or formal acceptance by the Board of the contract. Contractors shall be required to retain such files of the project as described herein for a minimum of five (5) years after completion of the project or formal acceptance of the contract by the Board.

INDEPENDENT VENDOR STATUS

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

NON-DISCRIMINATION

In the performance of this Agreement, the Vendor 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 Vendor in any of Vendor'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 Vendor. The Vendor 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.

NON-DISCRMINATION 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 the Vendor'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, orientation, creed, culture, or ancestry. The Vendor will require all sub-contractors to comply with the requirements of this article.

NON-COLLUSION STATEMENT

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

NON-SOLICITATION STATEMENT

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

CONVICTED FELON STATEMENT

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

INSURANCE

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Consultant will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

A. Minimum Requirements:

- i. Consultant shall maintain at its own expense, and in good standing, such insurance as will protect the SWBNO, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Consultant itself, 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 SWBNO or the City. Both the SWBNO 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 SWBNO 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.

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

Consultant and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the SWBNO, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Consultant for SWBNO 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 SWBNO. In general, insurance is to be placed with insurers with a Best's rating of at least A-, although this requirement may be reviewed and modified by the Risk Manager of SWBNO in the best interest of SWBNO. The Risk Manager may also consider performing such review upon written request from consultant. Consultant shall furnish SWBNO and the City 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 Managers of SWBNO and the City before work commences. In the event of a claim, Consultant shall make applicable insurance policies available for review by SWBNO and the City. Consultant shall retain its rights to restrict disclosure of Consultant's proprietary information.

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

- a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit

shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

- c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.
- d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, **without** any restrictive “negligent act, negligent error, or negligent omission” clause and sufficient to protect the Consultant, SWBNO, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Consultant’s negligent performance of work described herein.

In addition, Consultant shall be required to furnish to the Risk Manager of SWBNO all copies of investigative reports regarding all claims filed with the Consultant and his insurance carriers relative to the contract, apart from 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 SWBNO for Consultant's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Consultant of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to SWBNO shall be filed with the Risk Manager of SWBNO. 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 SWBNO. Consultant and/or his insurer shall notify the Risk Manager of SWBNO at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Consultant shall simultaneously furnish the SWBNO evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Consultant fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, SWBNO 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 Consultant and any expenditure incurred by SWBNO of this coverage will be deducted from any balance due to Consultant.

- B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. Additional Insured Status. **The Consultant will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, SWBNO, its departments, political subdivisions,**

officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the Sewerage and Water Board of New Orleans Risk Manager and the City of New Orleans Risk Manager as Certificate holders and be delivered via U.S. Mail to 625 St. Joseph St., Room 119, New Orleans, LA 70165 and 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112, respectively.

ii. Primary Coverage. For any claims related to this contract, **the Consultant’s insurance coverage shall be primary** insurance as respects SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SWBNO shall be non-contributing to the Consultant’s coverage.

iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work.

If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Consultant must purchase “extended reporting” coverage for minimum of 5 years after the termination of this agreement

iv. Waiver of Subrogation. **The Consultant and its insurers agree to waive any right of subrogation** which any insurer may acquire against SWBNO by virtue of the payment of any loss under insurance required by this contract.

v. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to SWBNO of no less than 60 days.**

vi. Acceptability of Insurers. Insurance is to be placed with **insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII**, unless otherwise acceptable to SWBNO’s Risk Manager.

2. The Consultant will provide SWBNO’s Risk Manager (at Attn: Risk Manager, 625 St. Joseph St., Room 119, New Orleans Louisiana 70165) and the City of New Orleans Risk Manager (at Attn: Risk Manager, 1300 Perdido Street, 9E06 City Hall, New Orleans, LA 70112) within ten (10) calendar days of the Effective Date and at any other time at the SWBNO’s request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement.
 - b. Copy of the fully executed Agreement.
 - c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
 - d. Statements disclosing any policy aggregate limit.
3. Without notice from the SWBNO, the Consultant will:
1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.
 2. Substitute insurance coverage acceptable to SWBNO within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement: and
 3. Notify SWBNO's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement and provide proof of reinstatement or acceptable substitution prior to such non-renewal, cancellation, or reduction in coverage or limits.

Vendor 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, 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 Vendor, their agents or employees.

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

Limitations by statute as to Worker's Compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor 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, 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 Vendor, his agents or employees.

The Vendor shall further indemnify and hold the Board harmless from all claims and liens for labor, services or material furnished to the Vendor 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 Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

WORKER'S COMPENSATION

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1021 (6). That its' employees shall not be considered employees of the Board for workers compensation coverage and that the Board shall not be liable to the Vendor or its employees for any workers compensation benefits or coverage.

EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1472 (E), that neither the vendor nor anyone employed by the vendor shall be considered an employee or the Board for the purpose of unemployment compensation coverage.