

INVITATION TO BID

PORTABLE GENERATORS

Solicitation # 2024-SWB-34 (30265)



Bid Due Date: August 19, 2024 (CDT)

Bid Due Time: 11:00 A.M.

Sewerage and Water Board of New Orleans

Invitation to Bid Portable Generators 2024-SWB-34 (30265)

The Sewerage and Water Board of New Orleans (Board) is soliciting bids from vendors to provide seventeen (17) portable diesel generators mounted on trailers for various Board locations.

Invitation to Bid (ITB) will be available July 26, 2024, for download at the following websites:

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

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

Fax and email submission will not be accepted.

Microsoft Teams meeting

[Join the meeting now](#)

Meeting ID: 250 979 922 614

Passcode: Fg5Ppr

Dial in by phone

[+1 504-224-8698,,701667137#](tel:+15042248698,701667137#) United States, New Orleans

[Find a local number](#)

Phone conference ID: 701 667 137#

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by **August 19, 2024, at 11:00 a.m.** (CDT). For submission instructions, see bid documents.

Bids will be publicly opened on **August 19, 2024, at 11:30 a.m.** (CDT) in the Procurement Conference Room, Rm 131, 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
PORTABLE GENERATORS

Bidder's Information

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

The point of contact for this ITB is Kimberly Barnes. All correspondence and other communications regarding this ITB shall be directed to Kimberly Barnes, Procurement Specialist, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165.

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to kbarnes@swbno.org no later than timeline stated in the **Anticipated Bid Timetable** below. 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.

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department as stated in the **Anticipated Bid Timetable**.

2. Submission Instructions:

Ways to submit a bid:

Hard Copy Submission:

Signed hardcopy of the bid in a sealed envelope

Mark the front envelope with the following:

Solicitation # 2024-SWB-34

Company Name

Company Address

Company Contact Name, Phone Number, and Email Address

Address envelope to:

Sewerage and Water Board of New Orleans

Attn: Kimberly Barnes

625 St. Joseph St. Rm 133

New Orleans, LA 70165

Fax and email submission will not be accepted.

Mail or courier specifications:

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.

- Bid documents should be contained in a sealed envelope and be placed in the shipping envelope or box. If the mailed bid is not contained in a separate sealed envelope, the bidder takes the risk that the envelope may be inadvertently opened, and the information compromised.
- Please add the Procurement Analyst's name in the Attention Line of the shipping label to ensure proper delivery.

3. Bid Opening

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department as stated in the **Anticipated Bid Timetable**.

Bids will be publicly opened in the Procurement 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 the meeting now](#)

Meeting ID: 250 979 922 614

Passcode: Fg5Ppr

Dial in by phone

[+1 504-224-8698,,701667137#](#) United States, New

Orleans [Find a local number](#)

Phone conference ID: 701 667 137#

4. Anticipated Bid Timetable

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. The Procurement Department will a written addendum to the ITB should there be any changes.

Event	Date	Local
ITB Release	July 26, 2024	
Bidders' Written Questions Deadline	August 12, 2024	5:00 pm.
Responses to Questions	August 15, 2024	
Bid Due Date and Time	August 19, 2024	11:00 a.m.
Bid Opening	August 19, 2024	11:30 a.m.
Award of Contract	TBD	

5. Changes, Addenda, or Withdrawal of Bids Before Deadline:

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.

6. Prohibition on 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 the Board staff. Breaking the established prohibition on communication may result in a disqualification of the bid.

The point of contact for this ITB is Kimberly Barnes. All correspondence and other communications regarding this ITB shall be directed to Kimberly Barnes, Procurement Specialist, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165.

7. Economically Disadvantaged Business Program

It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at

https://www.swbno.org/business_disadvantagedbusinessprogram.asp .

8. Bidders must complete all required attachments. Failure to complete and submit the required documents and attachments shall result in your bid being deemed non-responsive.

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

9. All bids must be received by the Board on or before the Delivery Deadline. Bids delivered after the said deadline shall be rejected.

10. The naming of a certain brand, make, or manufacturer, or definite specifications is used only to denote the quality standard of product desired and that the bidder is not restricted to a specific brand, make, manufacturer or specification named but that the brand, make, manufacturer or definite specification is used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired and that equivalent products will be acceptable.

11. Prices bid in the submission must be written or typed legibly. Erasures or other changes in the Bid Prices must be initialed by the Bidder.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

12. Discrepancies between the indicated product of any row of figures on the Bid Form and the correct product will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13. Submissions from any person, firm or corporation in default upon any contract with the Board will neither be received nor considered.

14. **Any bid which does not fully comply with all the provisions of the "Bidder's Instructions" and the "Specifications" will be deemed non-responsive.**

15. 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 for this ITB in accordance with La. R.S. 38:2214(D)(1).

16. 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 bids 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 La. R.S. 38:2184.

17. The Board reserves the right to reject any and all bids or proposals for just cause.

18. All bid pricing shall remain firm for a period of ninety (90) days after the date of bid opening.

19. **Awards**

The Board 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 Board, and to reject all proposals if that is in the best interest of the Board.

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 the Board's Policy 83(R): Procedural Rules for Bid Appeals.

21. **Tabulations**

To view unofficial bid tabulations after the bids have opened, please visit the Board website under Doing Business – Bids – Tabulations

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

22. **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.

23. **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.

24. **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.

25. 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.

28. Public Records Requests

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

General Specifications

1. **Beginning Dates of Contract and Shipments**

The initial contract period will begin on the date the contract is signed by the Board and will cover the requirements of the one (1) year. The contractor shall be prepared complete shipments per the shipment delivery requirements in these specifications within contract time frame.

The quantity listed is an estimate. In the event a greater or lesser quantity is needed, the Board reserves the right to increase or decrease quantity as needed.

2. **Length of Contract Term**

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

Upon the expiration of the initial contract term or any contract extension, the Contractor 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.

3. **Contract Renewal Option**

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

4. The Sewerage and Water Board of New Orleans reserves the right to order at the unit prices bid a quantity exceeding the approximation to the extent of one hundred percent (100%) and agrees to order and pay for at least ten percent (10%) of the quantities approximated.

Technical Specifications

The Sewerage and Water Board of New Orleans (SWBNO) is soliciting bids from vendors to provide seventeen (17) portable diesel generators mounted on trailers for various SWBNO locations.

- Five (5) 120-150 kW generating sets
- Six (6) 200-250 kW generating sets
- Six (6) 450-550 kW generating sets

The systems shall be a package of new and current equipment consisting of the following:

- 1) Diesel engine driven electric generating sets to provide portable stand-by power.
- 2) An engine start-stop control system mounted on the generating set.
- 3) Mounted accessories as specified in Mechanical specifications.
- 4) The Contractor shall be responsible for complete engine-generator set, testing and warranty of all equipment supplied. The vendor is responsible for the coordination between manufacturer and owner.

IV. MECHANICAL SPECIFICATIONS

- **Engine:** The engine shall be diesel fueled; water cooled with mounted radiator, fan, and water pump. The engine shall be adequate for capacity of generator. It shall comply with the U.S Tier IV certification and operate at 60Hz. It shall have an operating speed less than 2000 rpm. Critical or super critical grade exhaust silencer and sound attenuated enclosure shall be furnished. Shall be supplied with low oil alarm and jacket heater.
- **Engine Instruments:** The engine instrument panel shall contain an oil pressure indicator, coolant temperature indicator, and battery voltage indicator, ammeter.
- **Engine Controls:** The generating set shall contain a complete engine start-stop control. The generating set shall have a cranking limiter or equivalent to open the starting circuit if the engine is not started in adequate time. The engine shall have the following additional equipment or an equivalent: safety shutdown system including low oil pressure, high engine temperature, overspeed, over crank, and manual stop. Remote start capability shall be included.
- **Trailer:** The generator set shall be skid mounted on a trailer inclusive of a DOT approved tail, side, brake and direction lights. The trailer shall include transpiration tie downs, safety chain and hooks, two or three axels, as recommended by manufactured based on load. The trailer shall include electric brakes and a 3000 lb. or greater tongue jack footplate with a 6-pin electrical connector. A spare tire shall be included.

- **Safety Shutdown Monitoring System:** The electric generating plant shall be provided with alarm and light indicating automatic safety shutdowns including individual alarm terminals plus individual indicating lights revealing which safety caused shutdown or functional equivalent. This monitoring system shall have the following or engineer approved equivalent:
- **AC Rheostat** for + 5% voltage adjustment.
- **Protection:** Generator should have overcurrent and overload inherent protection in accordance with NEC Article 445-4 and be UL listed.
- **Vibration Isolators:** Vibration isolator shall be provided for installation beneath electric plant skid and mounting surface and shall be properly anchored to mounting surface.
- **Batteries:** One (1) or two (2) (depending on starting voltage) 12-volt heavy duty lead acid starting batteries with electrolyte shall be provided.
- **Battery Racks:** Battery racks shall be built into electric plant skid.
- **Battery Charger:** A voltage regulated current limited battery float charger to maintain fully charged cranking batteries shall be provided with each generator, minimum two (2) AMP.
- **Fuel Tank:** Diesel fuel storage shall be double wall type. Tank to be sandblasted, primed and painted. Tank shall have fuel level indicator. Fuel leak warning indicator. Tank shall be UL listed. Shall be capable of holding 24 hours of fuel.
- **Load Bank Testing:** Load banks shall be supplied and mounted on trailers.
- **Performance Testing:** The performance of this specific generating set shall be certified by a factory test as to the set's full power rating, stability, voltage, and frequency regulation. Documentation of these tests shall be provided with submittals.

V. SUPPLIER REQUIREMENTS

- A. The Manufacturer shall be a company regularly engaged in the manufacturing of generators and production of engine-generator sets and shall be ISO 9001 certified.
- B. The supplier shall have a service firm who is and has been, a factory authorized service organization.

C.

VI. PRODUCT DELIVERY, STORAGE, AND HANDLING

A. The Vendor shall be responsible for the delivery and handling of all equipment.

B. Shipping and packing

1. Ship generator assembled complete on trailer/skids.
2. Pack all additional spare parts in containers bearing labels clearly designating contents and pieces of equipment for which intended.
3. Deliver spare parts at the same time as pertaining equipment.
4. Protect mechanical finishes on exposed surfaces.

C. Receiving

1. Vendor, Engineer, and Operator to inspect and inventory items upon delivery to site.
2. Vendor to assist to safeguard equipment, material, instructions, and spare parts in accordance with manufacturer's written instructions.
3. Damaged products shall be promptly removed from the job site and replaced with new undamaged products.

D. Start-up

1. Vendor shall provide factory trained technicians to perform the initial startup of the system on site of delivery. They shall meet with the owner's personnel and provide operating and maintenance instructions at the time of startup.
2. Load Bank Testing: At the time of initial startup and check out of standby power systems, supplier shall utilize supplier supplied load banks to perform the following:
 - Test speed and voltage regulation for instantaneous on and off load changes with loads of 1/4, 1/2, 3/4 and full load rating.
 - Continuous operational test at full stabilizer load for up to five (5) hours with voltage, frequency, oil pressure and engine temperature being recorded at no load, beginning of test and hourly thereafter through duration.

-All start-up related electrical connections/reconnections are to be made by the supplier.

VII. SUMBITTALS

1. The contractor shall provide a quote with the following:

- Itemized material list must include:
 - Quantity
 - Brand
 - Kilowatts (kW)
 - Unit cost
 - Lead times

2. Manuals

- One physical (1) set and a flash drive with all information for each brand submitted with each delivered generator
- Detailed operation manuals including complete parts list
- Engine manufacturer manual with complete engine manual
- Alternator operation instructions.
- Service manual
- Schematic and wiring diagrams for the engine-alternator set
- Preventive maintenance instructions
- Routine test procedures and troubleshooting instruction.
- Note: if special test equipment such as a fast check diagnostic tester is needed to check the generator or ATS, it shall be furnished to the owner with the generator or ATS at no additional charge.

3. Warranty

- Please provide manufacturer warranty

4. Please provide authorized repair/service providers for generators:

Name: _____

Address: _____

Phone number: _____

ATTACHMENT A
INVITATION TO BID REQUIREMENTS

PORTABLE GENERATORS
Solicitation # 2024-SWB-13 (30265)

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. Please review the solicitation and its entire requirements, specifications, terms, and conditions of the solicitation for details.

Contractor must submit the following to consider the submission to be responsive:

- Attachment B Cover Sheet **(Required)**
- Itemized Quote with Total **(Required)**
- Equipment Specifications **(Required)**
- Manufacturer Warranty **(Required)**
- Extended warranty, if applicable
- Attachment D Affidavits (needed for contract)

Please do not submit the Bidder's Instructions, General Specifications, or Technical Specifications

- Attachment A Invitation to Bid Requirements **(Informational Purposes)**
- Attachment E Terms and Conditions **(Informational Purposes)**

Failure to submit all required documents will render your bid non-responsive.

ATTACHMENT B
COVER SHEET

Invitation to Bid: 2024-SWB-13 (30265) ITB-PORTABLE GENERATORS

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
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

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

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

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

Respondent Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____ 20_____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll # _____

ATTACHMENT
CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH OF _____

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

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

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

Contractor Representative (Signature)

(Print or type name)

(Address)

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

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

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT
NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

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

the Proposer that has submitted the attached Proposal:

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

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

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

Proposer Representative (Signature)

Title

(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

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

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

ATTACHMENT
NON-SOLICITATION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

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

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

Contractor Representative (Signature)

(Print or type name)

(Address)

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

this ___ day of _____, 20_____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT
CORPORATE RESOLUTION

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

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

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

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

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

This _____ day of _____, 20____

SECRETARY

**ATTACHMENT
BIDDER'S ORGANIZATION**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

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

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A LIMITED LIABILITY COMPANY

Corporation Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

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

A CORPORATION

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

ATTACHMENT E
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 tax 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 Board has 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-DISCRIMINATION IN EMPLOYMENT

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure 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 it 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 its 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 its 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.