

INVITATION TO BID

Grass Cutting and Debris Pickup Westbank Canals

Solicitation # 2024-SWB-95



Bid Due Date: November 8, 2024

Bid Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Invitation to Bid
Grass Cutting and Debris Pickup Westbank Canals

The Sewerage and Water Board of New Orleans (Board) is soliciting bids from companies to supply Grass Cutting and Debris Pickup of Sewerage and Water Board's Westbank Canals to Central Yard location located at 2900 Peoples Avenue, New Orleans, Louisiana 70122.

Invitation to Bid (ITB) will be available **October 16, 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>

All bidders may attend a **non-mandatory** pre-bid conference at **1:00 p.m.** (Central Time), **October 25, 2024** at the Sewerage and Water Board of New Orleans, 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 [Need help?](#)

Join the meeting now

Meeting ID: 244 958 423 535

Passcode: kQLi7f

Dial in by phone

[+1 504-224-8698](tel:+15042248698), [733429688#](tel:+1733429688) United States, New Orleans

[Find a local number](#)

Phone conference ID: 733 429 688#

Fax and email submission will not be accepted.

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by **November 8, 2024 at 11:00 AM.** (Central Time). For submission instructions, see bid documents.

Bids will be publicly opened on **April 30, 2024 at 12:00 p.m.** (Central Time) 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
Grass Cutting and Debris Pickup Westbank Canals

Bidder's Information

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

The point of contact for this ITB is Connor Metcalf. All correspondence and other communications regarding this ITB shall be directed to Connor Metcalf, Procurement Analyst, 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 cmetcalf@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:

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

Mark the front envelope with the following:

Solicitation # 2024-SWB-10 Grass Cutting and Debris Pickup Westbank Canals

Company Name

Company Address

Company Contact Name, Phone Number, and Email Address

Address envelope to:

Sewerage and Water Board of New Orleans

Attn: Connor Metcalf

625 St. Joseph St. Rm 133

New Orleans, LA 70165

Fax and email submission will not be accepted.

3. **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.

4. **Pre-Bid Conference**

All bidders may attend a **non-mandatory** pre-bid conference at **1:00 p.m., October 25, 2024** at the Sewerage & Water Board Administrative Building, 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 [Need help?](#)

[Join the meeting now](#)

Meeting ID: 244 958 423 535

Passcode: kQLi7f

Dial in by phone

[+1 504-224-8698,,733429688#](#) United States, New Orleans

[Find a local number](#)

Phone conference ID: 733 429 688#

Representatives from the Board will be available for discussions at this meeting. The purpose of the pre-bid conference is to provide assistance to interested contractors in the interpretation of the Invitation to Bid (ITB), DBE requirements and other technical and contractual matters.

Nothing stated or discussed during the course of this Pre-Bid Conference shall be considered to modify, alter or change the requirements of the ITB, unless it shall be subsequently incorporated into an addendum to the ITB. All questions asked during the pre-bid conference deemed to be pertinent by the Board will be addressed in an addendum following the pre-bid conference.

5. **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 [Need help?](#)

[Join the meeting now](#)

Meeting ID: 221 491 541 981

Passcode: PA98GF

Dial in by phone

[+1 504-224-8698,,511306446#](#) United States, New Orleans

[Find a local number](#)

Phone conference ID: 511 306 446#

6. 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	October 16, 2024	
<u>Non-Mandatory</u> Pre-Bid Meeting	October 25, 2024	1:00 PM
Bidders' Written Questions Deadline	October 28, 2024	5:00 PM
Responses to Questions	October 30, 2024	
Bid Due Date and Time	November 8, 2024	11:00 AM
Bid Opening	November 8, 2024	12:00 PM
Award of Contract	TBD	TBD

7. 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.

8. 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 Connor Metcalf. All correspondence and other communications regarding this ITB shall be directed to Connor Metcalf, Procurement Analyst, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165.

9. Economically Disadvantaged Business Program

To ensure the full participation of DBE's in all phases of the Board's procurement activities, all Bidders at time of bid submission shall complete and submit an Economically Disadvantaged Business Participation Summary Sheet along with signed correspondence from SLDBE(s) on their letterhead.

A DBE goal of **twenty-five percent (25%)** has been established for this ITB. If a DBE Participation Summary Sheet is not submitted and signed correspondence are not submitted, it shall be determined that the bidder is considered non-responsive.

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.

- 10.** 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.

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

- 12.** 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.

NOTE: ITEMS WILL BE ORDERED ON AN AS NEEDED BASIS ONLY.

13. 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.

14. 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.
15. Submissions from any person, firm or corporation in default upon any contract with the Board will neither be received nor considered.
16. **Any bid which does not fully comply with all the provisions of the “Bidder’s Instructions” and the “Specifications” will be deemed non-responsive.**
17. 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).
18. 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.
19. The Board reserves the right to reject any and all bids or proposals for just cause.
20. All bid pricing shall remain firm for a period of ninety (90) days after the date of bid opening.

21. **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.

22. **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.

23. **Tabulations**

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

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.

28. Public Records Requests

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

Specifications

- A. The bidder shall provide grass cutting and debris pick-up of the Sewerage & Water Board canals and other sites as outlined in the specifications. The following work must be performed to clean and maintain the Board's canals, servitudes and rights of ways: cut grass on along canals, curbs, servitudes and rights of way. Additionally, the work includes the removal of trash and litter from canals and various Board sites and haul to a proper disposal site.
- B. Additional work to be performed shall consist of cutting of grass from top to bottom, cutting grass and trimming of curbs and fence lines with weed eaters, trimming trees, cutting up and removal of fallen trees, etc., removal of decaying trees that are on S&WB's servitudes, removal of all debris such as cut grass, baskets, tires, sofas, stoves, refrigerators, trees, etc. from the canals and policing of area for paper and debris before cutting, trimming, or use of weed eaters.
- C. The contractor shall provide the Grounds Maintenance Supervisor a 24-hour notice prior to performing the work and a monthly plan for work to be accomplished.
- D. LOCATION OF WORK – The work sites are canals within the limits of the City of New Orleans and located on the Westbank. The contractor is required to maintain the integrity of the various Sewerage and Water Board facilities and open canals.
- E. The following is a list of canals, locations and acreage to be bid on:
- F. NOTE 1: THE S&WB ONLY MAINTAINS THE CANAL SLOPES ON THE GENERAL DE GAULLE & VICTORY PARK DRIVE CANALS; THE RIGHTS OF WAY ARE OWNED BY LADOTD.
- G. Bidders shall make a personal examination of the various location of proposed work to be performed and the surroundings thereof and shall thoroughly acquaint themselves with the details of the work to be performed and all the conditions likely to be encountered during the performance of the work. By signing the proposal, the bidders certify that they have visited the locations of the work to be performed and have familiarized themselves with the operation of each location. Bidders are advised to contact Mr. Christopher Collier, Supervisor of Ground Maintenance, if there is a problem locating sites. Mr. Collier can be reached at (504) 259-0731.
- H. The maintenance of maintaining the cutting of grass consists of the growing season and non-growing season. The growing seasons are the months of March through August. The non-growing seasons are the months of September through February.
- I. During the growing season, the grass grows at a rapid pace; the grass must be cut one (1) time per month. During the non-growing season, the grass grows at a slower pace, and should be cut at least once every two months.
- J. The combined seasons, growing and non-growing, totals nine (9) times a year the areas should be cut. Canals should be cut once (1) March thru August and once every 2 months September thru February as directed by the Grounds Maintenance Supervisor.

- K. The unit price shall be the price per acre for items in the proposal section. Each unit price bid shall include all direct and indirect costs, such as insurance, payroll taxes, contractor's profit, etc. No payment will be made other than upon the prices bid.
- L. The Board will insist that the work be of the highest quality. The Board reserves the right to have the Contractor redo work done unsatisfactory.
- M. All materials, machinery, equipment and supplies will be furnished by the Contractor. Sewerage and Water Board will visit the contractor housing of the materials, machinery, equipment and supplies and will verify that the potential contractor has the proper materials, machinery (weed eaters, lawn mowers, tractors, trash trucks, equipment, supplies and staff) to complete the job.
- N. Annual Cost – The Contractor shall state in a lump sum the total cost for grass cutting of specified canals and supplies as described in these specifications for a twelve-month period. On a monthly basis the Board will pay to the Contractor after rendered services on an invoice listing the name of the canals cut that particular month and how many times the canal was cut.
- O. Payment for Services – The Board will pay for services rendered under this contract in accordance with its normal accounting procedures. In essence, this means that all payments will be made after the services have been rendered.
- P. To be paid under this contract, the contractor should send a Monthly Invoice listing the individual canals the contractor cut for the operating month and how many times the canals were cut at the end of each operating month. All Invoices shall be emailed to the S&WB's Accounting Office via Email address vendorinvoices@swbno.org and carbon copied to ccollier@swbno.org and lbroussard@swbno.org. If the contractor was unable to cut the canals he/she must deduct the appropriate amount from the invoice he/she submits to the Sewerage and Water Board Accounting Department and notify Mr. Christopher Collier, Ground Maintenance Supervisor, 2900 Peoples Avenue. The Board shall have the right to deduct money from the contractor's invoice for any work not performed in accordance with the contract and for any work that is deemed to be substandard by the Board's representative. If the contractor does not perform work for a specific month, he/she should notify Mr. Christopher Collier and Sewerage and Water Board's Accounting Department.

ATTACHMENT A
INVITATION TO BID REQUIREMENTS

Solicitation #2024-SWB-95 Grass Cutting and Debris Pickup Westbank Canals

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 solicitations in its entire requirements, specifications, terms, and conditions of the solicitation for details.

_____ Attachment B Cover Sheet **(Required)**

_____ Attachment C Bid Forms **(Required)**

_____ Attachment D Affidavits **(Required)**

_____ Attachment G Economically Disadvantaged Business Participation Summary Sheet (Please see document and Disadvantaged Business Enterprise Program Policy for instructions on submittal) **(Required)**

Attachment A Invitation to Bid Requirements **(Informational Purposes)**

Attachment E Terms and Conditions **(Informational Purposes)**

Attachment F Disadvantaged Business Enterprise Program Policy **(Informational Purposes)**

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

ATTACHMENT B
COVER SHEET

Invitation to Bid: 2024-SWB-95 Grass Cutting and Debris Pickup Eastbank Canals

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 C West Bank Canals

Line	Canal Name	From	To	Acreage	Times Cut	Rotation	Price Per Cut	Total
1	Donner Canal	Jefferson Parish Line	DPS 13	61.33	18	Cut twice (2) March thru August; Cut once (1) September thru February	\$	\$
2	Magellan Canal	Mardi Gras	Gen. DeGaulle	29.12	18	Cut twice (2) March thru August; Cut once (1) September thru February	\$	\$
3	Norman Canal	Lennox Nolan Gen DeGaulle Westchester	Algiers Outfall Gen DeGaulle Westchester Sullen	2.60 1.55 6.42 4.36	18	Cut twice (2) March thru August; Cut once (1) September thru February	\$	\$
4	Nolan Canal	Gen DeGaulle	Donner	13.04	18	Cut twice (2) March thru August; Cut once (1) September thru February	\$	\$
5	Gen DeGaulle Canal (Note 1)	Wall Ohio Canal Huntlee Canal	Ohio Canal Algiers Outfall Canal Nolan Canal	3.26 3.08 2.72	18	Cut twice (2) March thru August; Cut once (1) September thru February	\$	\$
6	Algiers Outfall Canal	Gen DeGaulle	Donner Canal	19.31	18	Cut twice (2) March thru August; Cut once (1) September thru February	\$	\$
7	Victory Park Dr Canal (Note 1)	Bringer	Gen DeGaulle	3.24	18	Cut twice (2) March thru August; Cut once (1) September thru February	\$	\$
Total Acreage				150.03				

Lump Sum Total	\$
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ATTACHMENT D
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 D
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 Contractor, 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 Contractor, 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 D
NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

(1) S/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 D
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 _____ and authorized representative of _____,
Hereafter called "Bidder."

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 D
BIDDERS'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

Company 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 D
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.

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 Procurement Director of the Board, 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 _____; 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 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 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 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.

ATTACHMENT F

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

In accordance with the adoption of Resolution R231-97, the Sewerage and Water Board of New Orleans has established a race and gender-neutral Disadvantaged Business Enterprise (DBE) Plan. The prime contractor shall be required to make a demonstrated good faith effort to award (25%) percent of the amount of the contract to certified disadvantaged business enterprises as **service providers or suppliers performing commercial useful functions which are consistent with the services or supplies required on this contract.** The percent participation having been determined for this specific contract by recommendation of the **Staff Contract Review Committee (SCRC)**, which is comprised of Sewerage and Water Board staff members. This percentage requirement shall be considered an informality which is subject to modifications and may be waived or adjusted by the Sewerage and Water Board of New Orleans if the prime contractor, after having demonstrated a good faith effort, is unable to comply with the requirement.

DEMONSTRATED GOOD FAITH EFFORTS

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

- a. whether the contractor attended all pre-bid meetings that may have been scheduled by the Board to inform DBE firms of subcontracting opportunities and/or requested the Board Directory of Certified DBE firms;
- b. whether the contractor advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the subcontractors reasonable time to respond;
- b. whether the contractor provided written notice to a reasonable number of individually named DBE firms and allowed sufficient time for the DBE firms to participate effectively;
- c. whether the contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding;
- d. whether the contractor selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the

DBE goals (including breaking down contracts into smaller units to facilitate DBE participation);

- e. whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- f. whether the contractor negotiated in “good faith” with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- g. if the contractor did reject a DBE as unqualified, the contractor must state his or her reason for doing so in writing;
- h. whether the contractor has used the services of available community organizations and small and/or disadvantaged business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms;
- i. whether the contractor has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:
 - (1) names, addresses, telephone numbers of DBEs that the contractor contacted,
 - (2) a description of information provided to those DBE firms, and
 - (3) a statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs’ price exceeded that of non-DBEs.

1. Policy:

It is the policy of the Board that DBE firms, as defined in the Board’s Disadvantaged Business Enterprise Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of the Board’s publicly bid contracts. Consequently, the SCRC and the Board have set the DBE participation goal applicable to this Professional Service and/or Goods and Service contract.

2. DBE Obligation:

The Board and its contractors agree to ensure that DBEs, as defined in the Board’s Disadvantaged Business Enterprises Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of contracts and subcontracts provided under this agreement. In this regard, contractors shall take all necessary and reasonable steps in accordance with this DBE Plan to ensure that DBEs have the maximum allowable opportunity to compete for such contracts. The Board and its contractors shall not discriminate on the basis of race,

color, national origin, or sex in the award and performance of the Board's publicly bid contracts.

3. **Utilization of DBE Vendor Listings:**

All bidders are required to utilize the most recent Sewerage and Water Board State-Local Disadvantaged Business Enterprise Program Approved Vendor Listings for **Goods & Services/Professional Services**, in their selection of DBE entities to meet DBE participation goals. **Bidders are required to utilize DBE's as service providers or suppliers only in the areas for which they are certified. A description of the areas of work that DBE's can provide is contained in these vendor listings.** In addition, an alphabetical list of vendors/contractors is provided indicating the name of the company, address, name of owner, telephone number, fax number, the date the company became certified, and a description of the work that these entities are certified to perform. **Companies that are already certified as a DBE cannot fulfill the DBE requirements by listing themselves as the subcontractor to meet the DBE goal. The prime contractor shall select another DBE from the Sewerage and Water Board's Approved Vendor Listing.**

4. **Contacting DBE's and Obtaining a Firm Price**

All prime contractors/vendors are required to contact DBE's and obtain a firm price before listing the DBE's on the Participation Summary Sheet. As confirmation of established contact, bidder will include with their Participation Summary Sheet submission a signed correspondence from the SLDBE subcontractor on their own letterhead that reaffirms negotiated terms such as scope of work and monetary compensation.

5. **Failure to Comply with DBE Bid Specifications:**

All bidders for this Board contract are hereby notified that failure to comply with the above DBE specifications may constitute the bid as being non-responsive, and sufficient cause for rejection.

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

All bidders, potential contractors, or subcontractors for this Board contract are hereby notified that failure to comply with the DBE policy and DBE obligations, set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Board, to include excluding bidder from bidding on future Board contracts.

7. **Setting Minimum Participation Goals:**

The stated minimum percentage DBE participation goal recommended by SCRC and approved by the Board applies to the work of this contract. Bids which are not accompanied by a properly completed Schedule of DBE Participation Summary Sheet

showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBEs shall be considered unresponsive, unless:

- a. An affidavit is furnished by the bidder with its bid showing that the DBE goals cannot be met for the following reasons:
 - (1) No DBE firms made offers. Here, it must be shown, documented and demonstrated that good faith efforts (as defined in Part III, D, 2. of the Board's DBE plan) were made by the bidder to obtain the participation of DBE firms and that they did not respond, or
 - (2) The DBE offers made and accepted for subcontract and/or material supplies do not total the stated goal for participation, but total a lesser percentage, and
 - (3) The bidder was unable to obtain DBE further participation, despite his or her demonstrated good faith efforts (as defined in Part III, D, 2 of the Board's DBE Plan) to obtain additional participation by DBE firms.
- b. Each of the assertions made by the bidder must be supported by documentary evidence.

8. Other Clauses Unaffected:

Nothing contained herein shall invalidate, change, annul, release, restrict, or affect the liability on the bonds or insurance given by the contractor, or the time required for completion of the contract.

9. Determination of Efforts to Meet Goals:

Initial determination of bidder efforts to meet the DBE participation goal shall be based on the DBE participation representations submitted with the bid. Bidders shall submit all the forms required herein with their bids, and the DBE office will examine the contents thereof. The Board's DBE Officer may, if deemed advisable, request further information, explanation, or justification from any bidder.

10. Contract Monitoring:

- a. The Board's DBE Office will monitor contractor during the operation of the contract to insure that the contractor meets all of its DBE obligations as specified in the contract bid. The Board's DBE office

shall establish rules and regulations, to be approved by the Board, for the ongoing monitoring of contractor compliance.

- b. Disadvantaged Business Enterprise Program Office personnel or their designated representative shall be allowed to conduct periodic monitoring of contractors' compliance with the agreed to Disadvantaged Business Enterprise Program participation requirements. Contractors shall be required to complete and return to the Disadvantaged Business Enterprise Program Office in the time required all requests for information and data relative to the contractors' activities in meeting the required Disadvantaged Business Enterprise participation goal. Additionally, Disadvantaged Business Enterprise Office personnel or their designated representative shall have access to contractor and subcontractor(s) records pertaining to, but not specifically limited to labor, costs and materials supplied and used on the Board contract, as well as inspection and photocopying of any and all contracts, agreements and correspondence relative to the Disadvantaged Business Enterprise contract participation requirements. Such inspection will be performed during normal business hours, and will be conducted in such a fashion so as to minimize interference with production of the contract. Visits may be made to job sites, as well as to administrative offices of the contractor and subcontractor(s) participants. Such inspection and on-site visits may be scheduled with or without prior notice to the contractor or Disadvantaged Business Enterprise subcontractor participant. Contractors' failure to comply with these monitoring requirements may result in termination of the contract or such other remedy as deemed appropriate by Board.

11. Maintaining Records:

Subsequent to the completion of a contract, contractors are required to maintain for three (3) years such records as are necessary to determine compliance with their DBE obligations. During construction, or performance of the DBE obligations, contractors shall submit reports as requested to enable the DBE Office to monitor this compliance.

12. Umbrella Bonding:

On contracts where subcontracting exists and where practicable (i.e., when a substantial risk or financial hardship would not be incurred by the prime contractor), the contractor may use an umbrella bond to encompass the DBE firm.

13. Board Action to Seek Compliance:

The contractor consents to such appropriate actions taken to ensure that prime contractors and subcontractors comply with the DBE provisions, to include but not limited to:

- a. desk audits to review all material, and information concerning the contractor's compliance;
- b. on-site reviews that may include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the contractor's compliance;
- c. any additional investigation that may be called for by a lack of proper record keeping, failure of the prime contractor to cooperate; failure of DBEs to cooperate; visible evidence unsatisfactory performance; other evidence as may warrant further investigation.

14. Non-Compliance Finding:

The Board staff will make compliance determinations regarding its prime contractors. Documentation of noncompliance will include the specific areas in which the contractors failed to comply. In these instances, appropriate legal action consistent with the DBE and other contract provisions will be taken.

15. Contractor's Duties

a. Record Keeping

Successful bidders shall establish and maintain records and submit regular reports to the DBE office as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE participation efforts.

b. Failure To Comply With EDBP Participation Requirements

Failure to comply with any of the EDBP requirements of this contract shall constitute a violation of the terms and conditions of this contract and a cause for the termination of the contract at the option of the Board.

Such violations shall include, but not limited to:

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

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

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

Failure to submit quarterly report and any other necessary reports

timely and adequately as required by the EDBP Office.

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

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

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

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

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

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

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

c. Subcontract Clause

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

d. Contract Award

Bidders are hereby advised that meeting DBE subcontract goals or making a demonstrated good faith efforts to meet such goals are conditions of being awarded and maintaining construction, procurement, or professional services contracts by the Board.

e. Restrictions on DBE Subcontracting

No **DBE** subcontractor or vendor selected to perform work as a **DBE** on a Sewerage and Water Board contract will be allowed to subcontract any portion of its work to a Non-Board certified **DBE**, unless the work to be performed is necessary for the execution of the contract and there are no Board certified **DBE**'s available to perform such work.

This process will require that each **DBE** participant performing work on a Sewerage and Water Board funded contract submit a request to subcontract out any portion of work deemed necessary for execution of the contract to the Board's **EDBP** office. On a form provided by the **EDBP** office, the **DBE** contractor or vendor will indicate the dollar amount of work to be subcontracted, the specific scope or nature of the work, the percentage of the total amount of work to be performed by the **DBE** subcontractor and vendor, and the entity to whom the work will be subcontracted.

Both prime and **DBE** subcontractors are advised that the failure to comply with these requirements may result in the loss of **DBE** certification and non-compliance by the prime contractor in meeting **DBE** contractual obligations.

f. Changes In DBE Participation

The prime contractor will not be allowed to make changes in DBE participation without submittal of a written request explaining reason, a revised Participation Summary Sheet and approval by the Director of the Economically Disadvantaged Business Program. Failure to comply with these requirements may result in non-compliance by the prime contractor in meeting DBE contractual obligations.

16. POLICY TO ENHANCE THE USE OF DBE VENDORS

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

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

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

17. ACCESS TO APPROVED VENDOR LISTS

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